CITY OF PORT COLBORNE

CONTRACT NO. 2009-10

STORM DRAINAGE SYSTEM INSTALLATION

LAKESHORE ROAD EAST

MAYOR: Vance Badawey  DIRECTOR: Ron Hanson, C.E.T.

CITY CLERK: Janet Beckett

CLOSING DATE: Tuesday, May 12th, 2009 at 2:00 p.m. Local Time
NOTICE

This contract utilizes the “Niagara Peninsula Standard Contract Document” which forms the specification documents excepting the “Standard Instruction to Bidders, Form of Tender, and Supplementary Special Provisions.” The “Standard Document” is available on the internet at the “Tenders” section of the Regional Municipality of Niagara website (www.regional.niagara.on.ca).

Contracts issued through tender calls and quotations will reference the “Standard Document” and the responsibility for obtaining or having access to the Document will rest with the Tenderer. Once acquired, the “Standard Document” can be utilized on all projects which clearly indicate reference and use of the “Niagara Peninsula Standard Contract Document”. The “Standard Document” is intended to be used as a reference specification and need not be acquired with each tender or quotation call.
TABLE OF CONTENTS

Title Page
Table of Contents
Special Instructions to Bidders
Instructions to Bidders (Refer to Niagara Peninsula Standard Contract Documents)
Form of Tender
  - Form of Tender Declaration
  - Schedule of Tender Unit Prices
  - Statement A - List of Sub-Contractors
  - Statement B - Tenderer's Experience in Similar Work
  - Statement C - Federal Goods and Services Tax
Agreement to Bond
Agreement between the Owner and Contractor (Form of Contract Agreement)
Schedule of Drawings
Special Provisions - General (Refer to Niagara Peninsula Standard Contract Documents)
Special Provisions - Contract Items (Refer to Niagara Peninsula Standard Contract Documents)
Special Provisions - Supplementary Special Provisions
Special Provisions - Labour Conditions and Fair Wage Schedule (If Applicable)
Standard Drawings (Refer to Niagara Peninsula Standard Contract Document)
Supplementary General Conditions of Contract
  (Refer to Niagara Peninsula Standard Contract Documents)
OPS General Conditions of Contract (Refer to Niagara Peninsula Standard Contract Documents)
Geotechnical Report (If Applicable)
Appendix “A” (If Applicable)
## SPECIAL INSTRUCTIONS TO BIDDERS

### INDEX

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Named Parties.</td>
<td>SIB 1</td>
</tr>
<tr>
<td>2.</td>
<td>Tender Procedure.</td>
<td>SIB 1-2</td>
</tr>
<tr>
<td>3.</td>
<td>Submission of Tenders.</td>
<td>SIB 3</td>
</tr>
<tr>
<td>4.</td>
<td>Clarification, Omission, Discrepancies.</td>
<td>SIB 3</td>
</tr>
<tr>
<td>5.</td>
<td>Errors and Corrections.</td>
<td>SIB 4</td>
</tr>
<tr>
<td>6.</td>
<td>Estimated Tender Price.</td>
<td>SIB 4</td>
</tr>
<tr>
<td>7.</td>
<td>Tender Award.</td>
<td>SIB 4</td>
</tr>
<tr>
<td>8.</td>
<td>Maintenance Holdback.</td>
<td>SIB 4</td>
</tr>
<tr>
<td>9.</td>
<td>Liquidated Damages.</td>
<td>SIB 4</td>
</tr>
<tr>
<td>10.</td>
<td>Additional Insured.</td>
<td>SIB 4</td>
</tr>
<tr>
<td>11.</td>
<td>Workplace Safety &amp; Insurance Board Certificate of Clearance.</td>
<td>SIB 5</td>
</tr>
<tr>
<td>12.</td>
<td>Acceptance or Rejection of Tenders.</td>
<td>SIB 5</td>
</tr>
<tr>
<td>13.</td>
<td>Construction Schedule.</td>
<td>SIB 5</td>
</tr>
<tr>
<td>14.</td>
<td>Geotechnical Report</td>
<td>SIB 5</td>
</tr>
</tbody>
</table>
Contract No.: 2009-10
Title: Storm Drainage Installation – Lakeshore Road East

1. **Named Parties**

For the purposes of this contract the following parties are identified:

Owner: The Corporation of the City of Port Colborne

Engineer: The Corporation of the City of Port Colborne

Contract Administrator: The Corporation of the City of Port Colborne

Inspector: The Corporation of the City of Port Colborne

Contact for Enquiries: Chris Lee, Manager of Projects & Design
Telephone No.: (905) 835 2901 ext: 223 Fax No. (905) 835 2939

Contact for Enquiries: Stephanie Hussey, Design Technologist
Telephone No.: (905) 835 2901 ext: 220 Fax No. (905) 835 2939

2. **Tender Procedure**

The following policy regarding the submission of tenders and the tender opening procedures will be applicable for this project. Tenderer’s are requested to adhere strictly to the instructions concerning submission.

:: **All tenders must be sealed and submitted to:**
   Janet Beckett, City Clerk on the First Floor, City Hall
   66 Charlotte Street, Port Colborne, Ontario, L3K 3C8

:: **By the following time:**
   2:00 p.m. local time
   Tuesday, May 12th, 2009

Tenders received later than the time specified will not be accepted, regardless of the postal seal date. Tenders must be plainly marked to reveal the contents and the Tenderer’s name and address. Tenders received after this time will be unopened and destroyed.
Contract No.: 2009-10
Title: Storm Drainage Installation – Lakeshore Road East

Tenders shall be submitted in the two envelopes supplied, as follows:

i) The first envelope shall contain:
   * "Agreement to Bond", duly signed and sealed (no copies or facsimiles will be accepted).
   * Tender deposit in the form of a certified cheque, money order, or an irrevocable letter of credit in the amount of $10,000.00

ii) The second envelope shall contain:
   * Form of Tender (including addenda if applicable).

Please note that the tender specifications shall not be included in the second envelope. In the event the first envelope does not contain the proper documents, the second envelope will not be opened.

Tenders will be opened the same day that tenders close at 2:15 p.m. local time, Tuesday, May 12th, 2009 in Committee Room #2, Second Floor, City Hall. Any Firm submitting Tenders will be permitted to attend the Tender opening.

The total tender price will be announced for each tender opened, (excluding G.S.T.).

If you wish clarification of specifications, do not use the envelopes provided as they will not be opened prior to the Tender opening.

For any additional information contact:

Chris Lee, Manager of Projects and Design
Telephone: 905-835-2900 ext 223
Fax: 905-835-2939
Email: chrislee@portcolborne.ca

Stephanie Hussey
Telephone: 905-835-2900 ext 220
Fax: 905-835-2939
Email: stephussey@portcolborne.ca

The bid must be legible, written in ink, or typewritten. Any form of erasure, strikeout or over-writing must be initialed by the Bidder’s authorized signing officer.

All unit prices must be clearly indicated and all extensions written in figures. The bid must not be restricted by a statement added to the Form of Quotation or by covering letter, or by alterations to the Form of Quotation as supplied by the City of Port Colborne unless otherwise provided herein.

The Form of Quotation must be signed and witnessed in the spaces provided on the form, with the signature of the bidder or responsible official of the firm bidding. **If a joint bid is submitted, it must be signed and addressed on behalf of each of the bidders.**
3. **Submission of Tenders**

Submissions shall not be made by e-mail or facsimile. Adjustment by e-mail, facsimile, letter or otherwise to a Tender already submitted is not permitted.

A bidder will be permitted to withdraw his/her Tender unopened after it has been deposited, if such request is received in writing by the City Clerk prior to the time specified for the opening of Tenders.

More than one Tender from an individual firm, partnership, corporation, or association under the same or different names will not be considered. Within a Tender submission, Bidders must bid on each of the items.

4. **Clarification, Omissions, Discrepancies**

It will be the Bidders responsibility to clarify any details in question before submitting their bid.

Bidders finding discrepancies or omissions in the specifications or other documents or having any doubts concerning the meaning or intent of any part thereof, should immediately request clarification. Written instructions or explanations will then be sent to all bidders in the form of addenda to the Tender documents.

Bidders may inquire into and clarify any requirements of this Tender. Inquiries must be directed to the attention of:

<table>
<thead>
<tr>
<th>Chris Lee</th>
<th>Stephanie Hussey</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager of Projects and Design</td>
<td>Design Technologist</td>
</tr>
<tr>
<td>Telephone: 905-835-2900 ext 223</td>
<td>Telephone: 905-835-2900 ext 220</td>
</tr>
<tr>
<td>Fax: 905-835-2939</td>
<td>Fax: 905-835-2939</td>
</tr>
<tr>
<td>Email: <a href="mailto:chrislee@portcolborne.ca">chrislee@portcolborne.ca</a></td>
<td>Email: <a href="mailto:stephhussey@portcolborne.ca">stephhussey@portcolborne.ca</a></td>
</tr>
</tbody>
</table>

Please note that: **No inquiries will be taken on the Closing Date of the Contract.**

Responses, if not already addressed in the Tender, will be addressed in the form of addendum, if required. No oral interpretations will be effective to modify any provisions of the Tender.
5. **Errors and Corrections**

City staff may clarify any aspect of a Tender submission with the Bidder at any time after the Tender has been opened. Any such clarification will not alter the Tender and will not be constituted as a negotiation or renegotiation of the Tender. The Corporation of the City of Port Colborne is not required to clarify any part of a Tender. Any clarification of a Tender by a Bidder shall not be effective until confirmation has been delivered in writing.

6. **Estimated Tender Price**

The estimated tender price of the project is as follows (excluding G.S.T.).

Estimated Tender Price................................................................................................. $35,000.00

7. **Tender Award**

The award of this tender is subject to the Owner obtaining approval from:

The Council of the City of Port Colborne.

Tentatively, construction may commence, but is not guaranteed, by:

May 26\(^{th}\), 2009

8. **Maintenance Holdback**

The following maintenance holdback will apply to this contract: (2\%) for 1 year after the completion of each project.

Maintenance Holdback shall apply as per Special Provisions - General Section G19. Special Provisions - General Section G19 (iv) is to be disregarded.

9. **Liquidated Damages**

The liquidated damages for this contract shall be **Three Hundred Dollars ($300)** for each and every day’s delay as outlined in Special Provisions - General.

10. **Additional Insured**

The following parties are identified to be included as additional insured for this project:

The Corporation of the City of Port Colborne.
11. **Workplace Safety & Insurance Board Certificate of Clearance**

A generic and/or specific Certificate of Clearance shall be provided to the Department Director or designate and the Certificate shall be valid for sixty (60) days from the date of the commencement of the project.

All bidders shall furnish the Workplace Safety & Insurance Compensation Board account number in the Form of Tender where indicated. Prior to release of each and every progress draw if the payment falls out of the 60 day validity period, the successful bidder shall be required to provide a new Certificate of Clearance to the Corporation. The Certificate shall indicate that the bidder has complied with the requirements of the Workplace Safety & Insurance Compensation Board and is in good standing in the records of the Board.

12. **Acceptance or Rejection of Tenders**

The Owner reserves the right to reject any bids as the interests of the Owner require, without stating the reasons therefore, and the lowest or any Tender will not necessarily be accepted.

13. **Construction Schedule**

The Contractor shall submit to the Engineer his proposed construction schedule **at the pre-construction meeting**. Construction shall commence no later than 5 days after the Tender has been awarded. **The Contractor has 20 working days after start of construction to complete the contract.**

Bi-weekly construction progress meetings will be held throughout the duration of the contract with attendance required by the Contractor and City staff.

14. **Geotechnical Report**

None.
INSTRUCTIONS TO BIDDERS

(Refer to Niagara Peninsula Standard Contract Documents)
Contract No.:2009-10
Title: Storm Drainage Installation – Lakeshore Road East

FORM OF TENDER
Contract No.: 2009-10  
Title: Storm Drainage Installation – Lakeshore Road East

FORM OF TENDER

We, the undersigned Contractor(s) have carefully examined the attached documents as herein listed and forming part of this tender.

DOCUMENTS INCLUDED IN CONTRACT

Special Provisions
Special Instructions to Bidders
Instructions to Bidders
General Conditions
Supplementary General Conditions
Standard Specifications (as noted)
Plans (as noted)
Addenda (if applicable)

and have carefully examined the site and location of the work to be done under this contract. We, the undersigned Contractor(s), understand and accept the said drawings and tender documents, and, for the prices set forth in this Tender, hereby offer to furnish all machinery, labour, tools, apparatus and other means of construction, furnish all materials except as otherwise specified in the Tender, and to complete the work in strict accordance with the drawings and contract documents referred to above, for the total tender price of

_________________________________________________________________ Dollars.

($____________________) excluding G.S.T.
Contract No.: 2009-10
Title: Storm Drainage Installation – Lakeshore Road East

ADDENDA

We acknowledge that we have received Addendum/Addenda No. ___ to No. ___ inclusive, and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

COMMENCEMENT AND COMPLETION

We agree to commence work as specified to proceed continuously to the completion and to complete at the expiration of allotted working days.

TENDER IS OPEN TO ACCEPTANCE & IRREVOCABLE

We agree that this tender is to continue open to acceptance and irrevocable until the formal contract has been executed by the successful tenderer for the said work, and the bond or bonds as specified have been executed by the approved surety or sureties, and that the Owner may, at any time, within 40 (fourty) calendar days of closing date, accept this tender without notice, whether any tender has been previously accepted or not.

* to be filled in by Tenderer.

OFFERED ON BEHALF OF THE CONTRACTOR

Insert Workplace Safety And Insurance Board Account No.

Signature

Signature

Company Name

Address

Contractor's Seal

Witness

Witness

Date

FT 2
NOTE:

(a) If the Tenderer is a Corporation, the Corporate seal must be affixed under the signature of a duly authorized officer or officers of the Corporation.

(b) If the Tenderer is not a Corporation or a Partnership, the Tenderer must sign in the presence of a witness who must also sign.

(c) If the Tenderer is a Partnership, each member of the Partnership must sign in the presence of a witness who must also sign.
<table>
<thead>
<tr>
<th>Item</th>
<th>Spec. No.</th>
<th>Description</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>SPCD-A1 SPS-1</td>
<td>Bonding – All Works</td>
<td>1</td>
<td>LS</td>
<td>-</td>
<td>$__________</td>
</tr>
<tr>
<td>1.2</td>
<td>SPCD-A4 SPS-2</td>
<td>Construction Layout</td>
<td>1</td>
<td>LS</td>
<td>-</td>
<td>$__________</td>
</tr>
<tr>
<td>1.3</td>
<td>SPCD-A8 SPS-3</td>
<td>Allowance for construction signs, traffic control &amp; traffic management plan</td>
<td>1</td>
<td>LS</td>
<td>-</td>
<td>$__________</td>
</tr>
</tbody>
</table>

**TOTAL OF SECTION 1: GENERAL TO SUMMARY** $________________
**SCHEDULE OF TENDER UNIT PRICES**

### SECTION 2: STORM CHAMBER INSTALLATION

<table>
<thead>
<tr>
<th>Item</th>
<th>Spec. No.</th>
<th>Description</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>SPCD-B2 SPS-4</td>
<td>Earth Excavation</td>
<td>500</td>
<td>m³</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.2</td>
<td>SPCD-B2 SPS-5</td>
<td>Removals - asphalt</td>
<td>200</td>
<td>m²</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.3</td>
<td>SPS-6</td>
<td>Installation of Storm Chamber System (to be supplied by the City)</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
| 2.4  | SPCD-C1, C2 & C5 SPS-7 | Replace or install storm sewer, catch basin leads Ring-tite PVC pipe by open cut –  
|      |                   | a) 250mm                                                                    | 25            | m    | $          | $      |
| 2.5  | SPCD-C6 SPS-8     | Replace or install 2.0m deep cb –  
|      |                   | a) 600mm x 600mm                                                            | 2             | ea   | $          | $      |
| 2.6  | SPS-9             | Abandonment, removals & disposals  
|      |                   | a) catch basin                                                              | 1             | ea   | $          | $      |
| 2.7  | SPCD-B3 SPS-10    | Granular Materials  
|      |                   | a) Granular ‘A’                                                              | 750           | t    | $          | $      |
|      |                   | b) ¾” Clear stone                                                           | 300           | t    | $          | $      |
|      |                   | c) Granular ‘M’                                                             | 25            | t    | $          | $      |

FT 5
# SCHEDULE OF TENDER UNIT PRICES

## SECTION 2: RESURFACING

<table>
<thead>
<tr>
<th>Item</th>
<th>Spec. No.</th>
<th>Description</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.8</td>
<td>SPCD-B14 &amp; B15 SPS-11</td>
<td>Asphalt road &amp; driveway restoration a) HL8 HS - trench 90mm</td>
<td>50</td>
<td>t</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>2.9</td>
<td>SPCD-B12 SPS-12</td>
<td>Topsoil &amp; Sod</td>
<td>25</td>
<td>m²</td>
<td>$_______</td>
<td>$_______</td>
</tr>
</tbody>
</table>

**TOTAL OF SECTION 2: STORM CHAMBER INSTALLATION TO SUMMARY**

$_______________
Contract No.: 2009-10  
Title: Storm Drainage Installation – Lakeshore Road East  
SCHEDULE OF TENDER UNIT PRICES

TENDER SUMMARY:

<table>
<thead>
<tr>
<th>SECTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1   GENERAL</td>
<td>$_________________________</td>
</tr>
<tr>
<td>2   STORM CHAMBER INSTALLATION</td>
<td>$_________________________</td>
</tr>
</tbody>
</table>

TOTAL TENDER PRICE  $_________________________

NOTE: The above TOTAL TENDER PRICE shall exclude GST, and shall be entered on pages FT1 and FT10 in the Form of Tender.
LIST OF SUB-CONTRACTORS

The bidders shall list hereunder the names of all sub-contractors intended to be used in the execution of this work subject to the approval of the Contract Administrator.

All work not performed directly by the Contractor’s forces shall be included in this list. Unless this list is properly completed, the Tender may be disqualified. All changes to this list must be approved by the Contract Administrator.

<table>
<thead>
<tr>
<th>SUB-TRADE</th>
<th>NAME OF SUB-CONTRACTOR</th>
<th>ADDRESS OF SUB-CONTRACTOR</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>
## TENDERER'S EXPERIENCE IN SIMILAR WORK

<table>
<thead>
<tr>
<th>YEAR COMPLETED</th>
<th>DESCRIPTION OF WORK</th>
<th>FOR WHOM WORK PERFORMED</th>
<th>VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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FT 9
(a) **Federal Goods and Services Tax:**

The Contractor shall **NOT** include any amount in his tender price for the Goods and Services Tax (G.S.T.). Any amount to be levied with respect to the G.S.T. will be included as a separate item on the payment certificate. The appropriate G.S.T. levy will be paid to the Contractor in addition to the amount approved by the Contract Administrator for work performed under the contract and will, therefore, not affect the amount of the contract. The contractor will be required to make the appropriate remittance to Revenue Canada in accordance with the legislation.

i) Total Tender Price $____________________

ii) Estimated Cost of Goods and Services Tax $____________________

iii) Total Contract Amount [(i) + (ii)] $____________________

iv) G.S.T. Registration Number:__________________________________________

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contractor's Signature(s)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Contractor's Seal</th>
</tr>
</thead>
</table>

Witnesses:

_________________________  

_________________________  

FT 10
AGREEMENT TO BOND

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

..........................................................................................................................................
..........................................................................................................................................

in a bond totaling One Hundred Per Cent (100%) of the contract amount, and
conforming to the Instruments of Contract attached hereto, for the full and due
performance and maintenance of the works shown as described herein if the Tender for

..........................................................................................................................................
..........................................................................................................................................

is accepted by the Owner. We also agree to a bond as surety for the payment of the
cost of all labour and materials for an amount equal to 100% of the contract amount
used by the Contractor in due performance of his work.

It is a condition of this Agreement that if the above mentioned Tender is accepted,
application for a Performance Bond and Labour and Materials Payment Bond, must be
completed with the undersigned within fourteen (14) days of acceptance of the tender
related thereto, otherwise this Agreement shall be null and void.

Dated this       day of              , 2009.

Name of Bonding Company

Signature of Authorized Person Signing for Company

(Company Seal)

Position
Contract No.:2009-10
Title: Storm Drainage Installation – Lakeshore Road East

Schedule of Drawings

1. Contract Drawings
   Schedule ‘A’

2. O.P.S.D. 401.120
   Contractor to construct in accordance with all relevant O.P.S.D.’s as indicated on the Contract Drawings and in these Specifications unless otherwise directed by the Engineer.

3. Municipal Standard Drawings (If Applicable)
AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the                   day of                       in the year two thousand and nine.

by and between

THE MUNICIPAL CORPORATION OF THE CITY OF PORT COLBORNE
66 CHARLOTTE STREET,
PORT COLBORNE, ONTARIO.
L3K 3C8

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

witnesses: that the parties agree as follows

ARTICLE A-1 THE WORK

The Contractor shall:

(a) perform the Work required by the Contract Documents for Contract 2009-10
Storm Drainage Installation – Lakeshore Road East, which have been signed by
the parties, and which were prepared by the City of Port Colborne, acting as
hereinafter called the Engineer.

(b) do and fulfill everything indicated by this Agreement, and

(c) commence the Work by the                              day of                               2009
and attain completion of the Work, as certified by the Contract Administrator, the
City of Port Colborne.
ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1 of this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties.

Special Instructions to Bidders
Instructions to Bidders
Form of Tender
- Form of Tender Declaration
- Schedule of Tender Unit Prices
- Agreement to Bond
- Statement A - List of Sub-Contractors
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Supplementary General Conditions of Contract
(Refer to Niagara Peninsula Standard Contract Documents)
OPS General Conditions of Contract (Refer to Niagara Peninsula Standard Contract Documents)
Geotechnical Report (If Applicable)
Appendix “A” (If Applicable)
ARTICLE A-3 CONTRACT PRICE

(a) The quantities shown in the Schedule of Tender Unit Prices are estimated. The Contract Price shall be the final sum of the products of the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, and the appropriate Tender Unit Prices, together with any adjustments that are made in accordance with the provisions of the Contract Documents.

(b) The Estimated Tender Price shall be the sum of the products of the estimated quantities and the appropriate Tender Unit Prices in the Schedule.

(c) Schedule of Tender Unit Prices, as per pages FT 1 and FT 10, included as part of this contract,

(d) Based on the Schedule of Tender Unit Prices, refer to in article A-3 (c) the tender price is:
$\underline{\text{___________________________________________________________}}$ in Canadian Funds
*Excluding G.S.T.*
ARTICLE A-4 PAYMENT

(a) The Owner shall pay the Contractor in Canadian funds for the performance of the Contract, the amounts being determined by actual measured quantities of the individual work items contained in the Schedule of Tender Unit Prices in Article A-3 (c) of this Agreement, and measured in accordance with the methods of measurement given in the specifications.

(b) Subject to applicable legislation and the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10%), the Owner shall:

(1) make monthly payments to the Contractor on account of the work performed as certified by the Contract Administrator, and

(2) upon completion of the Work as certified by the Contract Administrator pay to the Contractor the unpaid balance of holdback monies then due, and

(d) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest of five percent (5%) per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.
ARTICLE A-5 RIGHTS AND REMEDIES

(a) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

(b) No action or failure to act by the Owner, Contract Administrator or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

Communications in writing between the parties or between them and the Contract Administrator shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended or if sent by fax, to have been delivered within five (5) working days of the date of mailing, or dispatch when addressed as follows:

The Owner at: 66 Charlotte Street
Port Colborne, Ontario.
L3K 3C8

The Contractor at:

ARTICLE A-7 LAW OF THE CONTRACT

The law of the Place of the Work shall govern the interpretation of the Contract.

ARTICLE A-8 LANGUAGE OF THE CONTRACT

This Agreement is drawn in English at the request of all parties hereto.
ARTICLE A-9 SUCCESSION

The General Conditions of the Unit Price Contract hereto annexed, and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers there unto duly authorized.

SIGNED, SEALED AND DELIVERED in the presence of:

OWNER
CITY OF PORT COLBORNE

________________________________________
signature
VANCE BADAWEY, Mayor

________________________________________
name and title

________________________________________
witness

________________________________________
signature
JANET BECKETT, Clerk

CONTRACTOR

________________________________________
signature

________________________________________
name and title

________________________________________
signature

________________________________________
name and title

________________________________________
witness

________________________________________
name and title
SPECIAL PROVISIONS - GENERAL

(Refer to Niagara Peninsula Standard Contract Documents)

SPECIAL PROVISIONS - CONTRACT ITEMS

(Refer to Niagara Peninsula Standard Contract Documents)

SPECIAL PROVISIONS

SUPPLEMENTARY CONTRACT ITEMS
Contract No.: 2009-10  
Title: Storm Drainage Installation – Lakeshore Road East

SPECIAL PROVISIONS - SUPPLEMENTARY CONTRACT ITEMS

SPECIAL PROVISIONS - GENERAL

In addition to the conditions stipulated in the Niagara Peninsula Standard Contract Document, the following shall also apply.

(a) This contract encompasses the provision of all labour, materials and equipment necessary for the installation of a storm drainage system, all appurtenances and restoration on:

   LAKESHORE ROAD EAST – EAST OF SNIDER ROAD

The work involves the installation of a storm drainage system, all appurtenances, and road restoration.

The above description is general only and shall not be construed as limiting the scope of the contract.

(b) The successful bidder shall note that only the following words “or from blasting or vibration from pile driving or caisson work” may be deleted on the following clause of the Certificate of Insurance:

   “No exclusions for damage or loss from the removal or weakening of support of any property, building or land whether such support be natural or otherwise or from blasting or vibration from pile driving or caisson work.”

(c) The contractor shall provide a construction schedule at the pre-construction meeting.

(d) Any unreasonable damage to lawns, driveways, etc. shall be repaired or replaced immediately by the contractor at their expense.

(e) All procedures in the “Safe Work Procedures for Excavating in the Vicinity of Underground Electrical Plant” guide book must be adhered to. Any associated costs are deemed to be included in the tender items.

(f) The contractor shall schedule construction operations in such a manner that a storm drainage outlet will always be available. This is to ensure that the exposed sub-grade or granular base will not be subjected to flooding and ponding problems. The unit price bid under the appropriate items
shall allow for this requirement and no extra payment shall be made for the excavation and replacement of soft wet areas caused by inadequate drainage.

(g) The unit price bid shall make due allowance to include root protection to existing trees. This work will consist of cutting all tree roots, of any size to sound wood by lopping shears or sawn cut. They will then be properly sprayed with an approved tree paint. The paint shall be properly dried, prior to any backfilling. Should backfilling not take place immediately, the tree root system shall be covered to protect against root system dying out immediately.

(h) Unit pricing for all pipe and appurtenance installation shall include: excavation of all types of soil, including asphalt, road base etc., all de-watering, sheathing, shoring and bracing required for the vertical trench, pipe installation and bedding including all connections to existing or new pipes unless otherwise listed in the Form of Tender unit prices.

(i) Preservation of existing utilities shall be as per OPSS 504. For utilities greater than 300mm diameter the contractor shall submit shop drawings, stamped by a professional engineer licensed to participate in Ontario, to the Engineer detailing the temporary and permanent support. The Contractor shall also advise the Utility owner when he will be working in the vicinity of their plant. No special payment will be made for this item. The cost of utility supports shall be included in the unit price bid for watermains and sewers, etc.

(j) When a trench box is needed for support of the trench wall, its removal shall be as per OPSS section 538.07.02.

(k) The contractor shall dispose all surplus excavated material at his cost to the designated landfill site which is within 10km of the construction site. All materials are to be stockpiled separately according to type of material in designated areas, and the site is to be kept in a neat and orderly fashion at the end of each work day. There will be absolutely NO disposal of excavated materials to any other location other than the designated site. The designated site is located on Phillips Road in Wainfleet. This is a condition of approval for the project. All acceptable excavated materials suitable for trench backfill, as approved by the Contract Administrator, shall be stockpiled and reused as required. Payment for the material shall be include in the Unit Rate for pipe installation and no further compensation for the material will be made.
Any other debris removed from the area of excavation, ie. pipe, valve boxes, catch basins, etc. are the property of the contractor unless stated other wise in the contract documents.

(l) A vertical cut trench complying with the current regulations of the Occupational Health & Safety Act, unless otherwise specified in the Special provisions - Items, shall be employed. In this contract, vertical trench shall mean vertical trench walls up to the existing ground surface. In the event of non-compliance with the vertical trench requirement, the city will pay only the theoretical trench width.

(n) Any work that is conducted on a Saturday will not be considered as a Contract working day. Work on Saturdays will be subject to approval by the City’s representative.

(o) After the work of any section of the Contract has been completed, all debris, excess materials, etc., shall be removed by the contractor from the site and disposed of to the satisfaction of the Contract Administrator. The site shall be left in a safe, neat and workmanlike condition as applicable to any present regulations. The contractor shall include in his rates for cleaning the site.

(p) The contractor shall also be responsible for all costs incurred for the supply, installation, maintenance and removal of all de-watering equipment, and any other materials or equipment which may be required to cope with the ground conditions in order to complete the work. It will also be the contractors responsibility for reinstatement of such areas which were disturbed by their operations to their original condition. All unit prices bid have made allowances for this under their appropriate item.
SPECIAL PROVISIONS - CONTRACT ITEMS
SECTION 1 - GENERAL

SPS-1  Item 1.1  
SPCD-A1  
BONDING

The conditions stipulated in the Niagara Peninsula Standard Contract Documents shall apply to this item.

SPS-2  Item 1.2  
SPCD-A4  
CONSTRUCTION LAYOUT

In addition to the conditions stipulated in the Niagara Peninsula Standard Contract Document, the following shall also apply.

Included in the cost of this item: the checking of all grades and alignment, re-staking of layout due to destruction or removals; any additional layout within the intent of the contract for minor revisions to the road, sidewalk, water or sewer design etc.

SPS-3  Item 1.3  
SPCD-A8  
ALLOWANCE FOR CONSTRUCTION SIGNS, TRAFFIC CONTROL, AND TRAFFIC MANAGEMENT PLAN

In addition to the conditions stipulated in the Niagara Peninsula Standard Contract Document, the following shall also apply.

In addition to the Traffic Protection Plan required under the O.H.S.A. and paid for under the Contract Items, the Contractor shall be responsible for the preparation of a traffic management plan, to be provided to the Contract Administrator for review, within seven (7) days of the contract award. It shall conform to the O.H.S.A regulations. This plan shall have details for the following requirements but shall not be limited to:

- traffic flows with regards to work schedule
- traffic management during peak traffic flows
- maximum delay time
- number of flagpersons and communication devices (minimum two)

Contract rates shall include for traffic control flagging throughout the duration of the project and in accordance with the Manual of Uniform Traffic Control Devices and the requirements of the Construction Safety Association of Ontario. The contractor shall stage his operations to ensure that one lane of traffic remains open at all times. Vehicular and pedestrian access to all businesses, homes and side streets must be
Contract No.: 2009-10
Title: Storm Drainage Installation – Lakeshore Road East

maintained at all times. No road closures will be allowed, unless previously approved by the City. Co-ordination and co-operation from the contractor will be required to ensure minimum disruption during all phases of construction.

The contractor is responsible for the installation and removal of all construction signage and daily maintenance of all signs throughout the duration of the contract.
Contract No.: 2009-10  
Title: Storm Drainage Installation – Lakeshore Road East

SPECIAL PROVISIONS - CONTRACT ITEMS  
SECTION 2 - STORM CHAMBER INSTALLATION

SPS-4 Item 2.1  
SPCD-B2  
EARTH EXCAVATION

The conditions stipulated in the Niagara Peninsula Standard Contract Documents shall apply to this item.

SPS-5 Item 2.2  
SPCD-B2  
REMOVALS - ASPHALT

In addition to the conditions stipulated in the Niagara Peninsula Standard Contract Document, the following shall also apply.

OPSS 510 applies to this item.

The unit price bid for these items shall include sawcutting, excavation, separation of material, backfilling with Granular ‘A’ and reinstating to existing conditions all areas of removals unless the applicable items are included in the schedule of quantities. Thickness of asphalt will vary. No additional compensation will be made for the various depths of asphalt.

This item is also to include removal of any surplus material as per Special Provisions General (k) in order to carry out the following works.

All limits of removals will be given to the contractor at the pre-construction meeting, or on site with direction from the City’s representative.

SPS-6 Item 2.3  
INSTALLATION OF STORM CHAMBER SYSTEM

In addition to the conditions stipulated in the Niagara Peninsula Standard Contract Document, the following shall also apply.

Payment shall be full compensation for all equipment, and labour required to do the work. The City will be supplying the materials for this installation. Payment shall be made as a lump sum item.
SPS-7  Item 2.4
SPCD-C1, SPCD-C2 & SPCD-C5
STORM SEWERS

In addition to the conditions stipulated in the Niagara Peninsula Standard Contract Document, the following shall also apply.

The unit price bid for all storm sewers and storm lateral installation shall include saw cutting of the asphalt pavement prior to the excavation of the trench. If required saw cutting shall be repeated prior to the asphalt reinstatement of the trench at no additional cost to the City. Including all connections to existing and new manholes and catch basins.

Storm sewer mains, leads and laterals shall consist of Ring-Tite PVC, DR35, and Concrete Class 50D as indicated on the Contract Drawings. Storm sewer pipe conforming to CSA B182.2 and OPSS 1841 and OPSD 806.4, and any other applicable specifications, all as detailed in the Schedule of Quantities and the Contract Drawings. Catch basin leads shall be 300 mm in diameter Ring-Tite PVC, DR35 unless otherwise specified.

Pipes shall be supplied complete with all required prefabricated fittings to complete the storm sewer installation in its entirety.

Reinstatement costs have been provided for in the Form of Tender.

Included in the price of storm sewer shall be to flush and CCTV all installed sewers prior to the City taking ownership of the work.

Payment shall be full compensation for all equipment, labour and materials required to do the work. Payment shall be made by the lineal meter for each pipe size as specified on the contract drawings, or as directed by the Contract Administrator.

SPS-8  Item 2.5
SPCD-C6
PRE-CAST MANHOLES & CATCH BASINS

In addition to the conditions stipulated in the Niagara Peninsula Standard Contract Document, the following shall also apply.

The unit price for each item shall include for the excavation and removal of the existing item for installation of a new item in each case, as shown on the Contract Drawings.
Contract No.: 2009-10  
Title: Storm Drainage Installation – Lakeshore Road East

Item removals where no replacement is required are priced separately in the Schedule of Quantities.

Connections to all storm manholes and catch basins are to be parged with non-shrink grout inside and outside. If manholes are pre-benched, the cavity between the pipe shall be filled and parged flush with the manhole walls. In addition, all manhole rings and risers shall be parged with non-shrink grout inside and outside.

Payment shall be full compensation for all equipment, labour and materials required to do the work.

**SPS-9 Item 2.6  ABANDONMENT & REMOVAL OF STORM SEWERS, CATCH BASINS, MAN HOLES & ANY APPURTENANCES**

In addition all applicable conditions stipulated in the Niagara Peninsula Standard Contract Document, as illustrated in the contract documents, the following shall also apply.

This item is included for item removals where no replacement is required. Payment will be for each catch basin or manhole removed. Reinstatements are to be covered under their applicable contract items.

OPSS 410 and any related applicable Special Provisions shall apply to this item and shall include the following.

The contractor shall abandon the old storm sewer where it has been specified in the contract drawings, or as directed by the Contract Administrator. Where the old storm sewer is to be removed this work shall include sawcutting, excavating and removal of any surplus material as per Special Provisions General (l) in order to carry out the following works.

Where the old storm sewer is disconnected the connection point shall be plugged or capped.

Where any catch basin man hole or appurtenance is removed this work shall include sawcutting, excavating and removal of any surplus material as per Special Provisions General (k) in order to carry out the following works.

Payment shall be full compensation for all equipment, labour and material required to do the work.
In addition to the conditions stipulated in the Niagara Peninsula Standard Contract Document, the following shall also apply.

This item is to include material for bedding, cover and backfill of all items for the water distribution system and storm sewer system, also included in this item are trench backfill under the travelled portion of road, shoulders, sidewalks and driveways all of which shall be Granular ‘A’ compacted to 100% Standard Proctor Density and placed at a depth as specified in the contract documents, drawings, or as directed by the City’s representative. Select native material will be allowed for all other areas and shall be compacted to 95% Standard Proctor Density.

Backfill around all maintenance holes and catch basins shall be Granular ‘A’ compacted in 300mm lifts to 100% Standard Proctor Density. Trenching, backfilling and compacting shall also be in accordance with OPSS 514. Regarding payment for all compaction testing, Section G9 of the Niagara Peninsula Standard Contract Document shall apply.

Tenderers shall note that payment for all granular backfill materials shall be by the tonne. To control granular costs, supervisory staff will be strictly controlling the vertical trench requirement. Granular materials shall be subject to OPSS 314, Construction Specification and Material Specification OPSS 1010. The unit prices tendered for granular materials shall include the supply, haul, placement, grading and compaction to 100% Standard Proctor Density.

The unit price bid per tonne shall include the supply, placing grading and compaction of all Granular ‘A’ stone required to complete all contract items and all restoration work. Materials and workmanship shall comply to OPSS 314, and 1010.

The contractor will be responsible for maintaining the granular until the restoration work is carried out.

No roadway granular is to be placed until the subgrade elevation has been checked. Payment for all material quantities shall be determined by net weight as recorded by a Government certified weigh scale. The supplier will be responsible for supplying suitable scales for all weighed materials. Triplicate numbered weigh bills shall be provided by the representative for each load of material as soon as delivery has been accepted. Tenders shall note that weigh bills for granular materials will only be accepted for payment when delivery is made in the presence of a city inspector. The onus shall be on the supplier to ensure that the Engineer’s representative is furnished
with all delivery slips and these will form the method of measurement. No payment will be made for delivery slips not signed by the Engineer’s representative.

The contractor shall note that any organics shown in the soils report in the watermain trench are to be removed. All over excavation has been compensated for in the Granular Quantity.

**GRANULAR ‘M’ SHOULDERING**

In addition to the conditions stipulated in the Niagara Peninsula Standard Contract Document, the following shall also apply.

This item is to include material for granular shouldering, all of which shall be Granular ‘M’ compacted and placed at a depth of 150mm and a width of 300mm, or as directed by the City’s representative.

All restoration work, materials and workmanship shall comply with OPSS 314, and OPSS 1010.

Payment for all material quantities shall be determined by net weight as recorded by a Government certified weigh scale. The supplier will be responsible for supplying suitable scales for all weighed materials. Triplicate numbered weigh bills shall be provided by the representative for each load of material as soon as delivery has been accepted. Tenders shall note that weigh bills for granular materials will only be accepted for payment when delivery is made in the presence of a city inspector. The onus shall be on the supplier to ensure that the Engineer’s representative is furnished with all delivery slips and these will form the method of measurement. No payment will be made for delivery slips not signed by the Engineer’s representative.

The quantity of shouldering to be paid for will be by the tonne based on weigh scale delivery slips.

Payment shall be full compensation for all equipment, labour and materials required to do the work.

**SPS-21 Item 4.3**

**SPCD-B14 & SPCD B15**

**HOT-MIX ASPHALT FOR ROADS & DRIVEWAYS**

In addition to the conditions stipulated in the Niagara Peninsula Standard Contract Document, the following shall also apply.
Contract No.: 2009-10
Title: Storm Drainage Installation – Lakeshore Road East

All limits of the base asphalt will be given to the contractor at the pre-construction meeting, or on site with direction from the City’s representative.

Upon completion of the milled areas base asphalt specified as HL8 HS shall be placed in all trenches for restoration of the roadway. 90 millimetres of base asphalt are to be placed in the roadway trench to match existing roadway. All asphalt items will be paid for under their appropriate unit rates listed in the Form of Tender.

The unit price bid for this item shall be complete compensation for asphalt restoration for all driveways, aprons, approaches or walkways and will be top asphalt specified as HL3A.

The rate shall cover and include saw cutting of the pavement prior to the trench excavation and again, if required, prior to the asphalt reinstatements.

No extra payment will be made for any hand work involved in spreading compacting the hot-mix asphalt around radius, intersections, trench areas or between the existing asphalt and new gutters, curbs.

All Granular ‘A’ required for driveway placement will be paid for under the appropriate unit rate.

SPS-22 Item 4.4
SPCD-B17
INTERLOCKING PAVING STONE

In addition to the conditions stipulated in the Niagara Peninsula Standard Contract Document, the following shall also apply.

All Granular ‘A’ required for the interlocking paving will be paid for under the appropriate unit rate.

SPS-24 Item 4.6
SPCD-B21
TOPSOIL & SODDING

In addition to the conditions stipulated in the Niagara Peninsula Standard Contract Document, the following shall also apply.

The unit price bid shall include all work required to ensure growth within the one year maintenance period.
OPS GENERAL CONDITIONS OF CONTRACT

(Refer to Niagara Peninsula Standard Contract Documents)
GEOTECHNICAL REPORT

(If Applicable)
Contract No.: 2009-10
Title: Storm Drainage Installation – Lakeshore Road East

GEOTECHNICAL REPORT

Not available.
APPENDIX “A”

(If Applicable)
# SNIDER & LAKESHORE ROAD

PORT COLBORNE, ONTARIO

## INDEX

<table>
<thead>
<tr>
<th>SHEET</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Title Sheet</td>
</tr>
<tr>
<td>2.</td>
<td>Typical Chamber Details</td>
</tr>
<tr>
<td>3.</td>
<td>General Plan View</td>
</tr>
<tr>
<td>4.</td>
<td>General Section</td>
</tr>
<tr>
<td>5.</td>
<td>36 Chambers Plan View</td>
</tr>
<tr>
<td>6.</td>
<td>Cross-Section A-A</td>
</tr>
<tr>
<td>7.</td>
<td>Cross-Section B-B</td>
</tr>
</tbody>
</table>

---

**Revisions / Issue**

<table>
<thead>
<tr>
<th>Date</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/04/08</td>
<td>ISSUED FOR REVIEW</td>
</tr>
<tr>
<td>04/28/09</td>
<td>ISSUED FOR REVIEW</td>
</tr>
<tr>
<td>04/30/09</td>
<td>ISSUED FOR TENDER</td>
</tr>
</tbody>
</table>
NOTE:  
1. Start chambers (closed at the side portal end) are placed at the inflow end of the rows.  
2. Begin placements with Start chambers and end rows with End chambers.  
3. Place first rib of next chamber in the row over last rib of previous chamber.
GENERAL PLAN VIEW
36 chambers

START CHAMBER
229mm SEPARATION BETWEEN ROWS
HEAVY DUTY GRID

MIDDLE CHAMBER
2.46 2.31 2.31 2.31 2.31 2.31 2.31 2.31 2.46

END CHAMBER

250mm DIA
2.7m Inlet Pipe
INV. EL 97.09
21.72

END CHAMBER

36 CHAMBERS PLAN VIEW
RECOMMENDED INSTALLATION OF STORM CHAMBERS

NOTES
ALL DIMENSIONS ARE IN METERS OR UNLESS OTHERWISE SHOWN.

CAST IRON FRAME WITH COVER
900mm x 900mm REINFORCED CONCRETE PAD
250mm # PVC PIPE RISER

ASPHALT SURFACE
PAVEMENT BASE

90% COMPACTED CLEAN FILL COVER OR CONTINUE WITH CRUSHED, WASHED STONE TO SURFACE

FILTER FABRIC AT STONE/SOIL INTERFACE

FILTER FABRIC AGAINST TRENCH WALL

19mm-51mm CRUSHED WASHED STONE

250mm CB LEAD CONNECTION

0.46 (min)
(VARIES)

0.15
0.664
0.15

300mm (min)
EL. 96.23
Bottom of Foundation (Stone Elev.)

2.464

STORM CHAMBER SEDIMENT TRAP

INSTRUCTION COVER
EL. (Varies)

Bottom of Chambers EL. 96.38

HEAVY DUTY GRID

TYPICAL CROSS SECTION A-A
NOT TO SCALE
RECOMMENDED INSTALLATION OF STORM CHAMBERS

CROSS SECTION B–B
NOT TO SCALE