



TENDER DOCUMENTS



TENDER NO.: ENG09-21

REF. NO.: 09 – 108

Downtown Streetscaping 2009 – Cross Street Reconstruction

“An Investing in Ontario Project”

Date: June 1, 2009

**NOTICE TO TENDERERS OF
CITY OF WELLAND MUNICIPAL PROJECTS**

- I In order to protect public health, and to minimize potential liabilities to the Corporation, and those it serves, given the understanding of relevant level of complexity of each tendered project, tenderers are to properly complete Tenderer's Experience In Similar Work - Statement "B" of the Form of Tender. Successful verification of such information by the Corporation that the tenderer has completed similar work, value, and scope will form part of the conditions of tender award.
- II Tenderer is hereby advised that if and when repair work is to be undertaken on a live watermain, caused directly or indirectly by works described herein, General Procedures on All Watermain Repairs, All Replacements and Installations – Normal Conditions of the City of Welland, Engineering, Public Works and Transportation Services, Public Works Division, Operational Procedures for all Watermain Distribution Repair and Installation must be followed. Copy of the document may be obtained from Engineering Services at Civic Square.
- III You are also reminded that since April 1996, City of Welland has adopted the Niagara Peninsula Standard Contract Documents (N.P.S.C.D.) which is available on-line at www.regional.niagara.on.ca, along with the Municipal-Oriented Ontario Provincial Standard (O.P.S.), volumes 1 to 4, 7 and 8, as amended, for the tendering of all municipal projects, unless specified otherwise.

The enclosed package and fees charged do not include any of these documents saving those instructions and construction drawings, which are unique to both the project and the Corporation of the City of Welland, and hence, it is the tenderer's responsibility to obtain and/or procure the O.P.S.S. and O.P.S.D., and N.P.S.C.D.

All documents included and referenced must be reviewed carefully and thoroughly so to ensure proper and complete submission.

Thank you for your understanding and cooperation.

D. Tsang, A.Sc.T., CMM III
Technical Services Supervisor

TABLE OF CONTENTS

Title Page

Notice to Tenderers of City of Welland Municipal Projects

Table of Contents

1. **Special Instructions to Bidders**
2. **Special Provisions – Supplementary**
 - General
 - Tender Items
3. **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
4. **Agreement to Bond**
5. **Agreement between Owner and Contractor (Form of Contract)**
6. **Supplementary General Conditions**
7. **Schedule of Drawings**
8. **Niagara Peninsula Standard Contract Documents (Not Included in Package)**
 - Instructions to Bidders
 - Special Provisions – General
 - Special Provisions – Contract Items
 - OPS General Conditions of Contract – Municipal – Oriented

Additional Items Included in Package

Envelope template for tender submission
Form of Tender (copy for submission)

**SPECIAL INSTRUCTIONS
TO BIDDERS**

SPECIAL INSTRUCTIONS TO BIDDERS

I N D E X

<u>No.</u>	<u>Description</u>	<u>Page</u>
1.	Named Parties	SIB 2
2.	Tender Procedure	SIB 2, SIB 3
3.	Estimated Tender Value	SIB 3
4.	Tender Award	SIB 3
5.	Maintenance Holdback	SIB 4
6.	Liquidated Damage	SIB 4
7.	Additional Insured	SIB 4
8.	Scheduling of Work	SIB 4
9.	Upset Limit of Work	SIB 4

SPECIAL INSTRUCTIONS TO BIDDERS

1. Named Parties

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

Owner: The Corporation of the City of Welland
Engineer: AECOM Canada Limited
Contract Administrator: The Corporation of the City of Welland
Inspector: The Corporation of the City of Welland
Contact for Inquiries: Sean Dunsmore P.Eng.
AECOM Canada Limited
30 Hannover Drive, Suite 3
St. Catharines, Ontario L2W 0A1
Telephone No.: 905-682-0212 Extension 3138
Fax No.: 905-682-4495
E-mail: Sean.Dunsmore@AECOM.com

- OR -

David C.M. Tsang, A.Sc.T., C.M.M. III
Technical Services Supervisor
City of Welland
Telephone No.: 905-735-1700 Extension 2210
Fax No.: 905-735-7184
E-mail: david.tsang@welland.ca

2. Tender Procedure

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

(a) **All tenders must be sealed and submitted to:**

Name: Bonnie Nistico-Dunk
Title: Acting City Clerk
Address: Welland Civic Square,
60 East Main Street, Welland, ON L3B 3X4

By the following time:

Time: 2:15 p.m. – as per Civic Square Switchboard Console
Date: Monday, June 15, 2009.

- (b) 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.

Tender No: ENG09-21

Ref. No.: 09 – 108

Downtown Streetscaping 2009 – Cross Street Reconstruction

(c) 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** and in the amount of **\$25,000.00**.

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.

(d) Tenders will be opened the same day that tenders close.

Time: 2:30 p.m.

Location: Welland Civic Square

Firms submitting tenders will be permitted to attend the tender opening.

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

(f) Tender deposit cheque, other than the two low submissions, will be returned at the opening if the bidders's representative is present and possesses signing authority on behalf of the firm.

3. Estimated Tender Value

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

Estimated Tender Value \$ 270,000.00

4. Tender Award

The award of this tender is subject to approval from:

Welland City Council

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

Tuesday, August 4, 2009

5. **Maintenance Holdback**

The following maintenance holdback will apply to this contract:

Two (2%) percent of the Final Contract Value (excluding G.S.T.)

6. **Liquidated Damages**

The liquidated damages for this contract shall be **Five Hundred Dollars (\$500.00)** for each and every day's delay as outlined in Special Provisions - General.

7. **Additional Insured**

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

Corporation of the City of Welland
Regional Municipality of Niagara
AECOM Canada Limited
The Province of Ontario

8. **Scheduling of Work**

The Contractor is required to provide a detailed construction schedule prior to the contract preconstruction meeting for review by the City. All work must be completed by Thursday, October 1, 2009 so to accommodate the Niagara Food Festival.

The Contractor shall keep his operation away from any area that may interfere with any public events and functions in the City.

9. **Upset Limit of Work**

The Contractor is to be forewarned that the upset limit of work to be carried out under this contract unless authorized otherwise is not to exceed the estimated tender value. The Corporation reserves all rights and procedures to delete any work as required to stay within budget and no negotiation of unit prices will be considered.

**SPECIAL PROVISIONS-
SUPPLEMENTARY
GENERAL**

SPECIAL PROVISIONS - SUPPLEMENTARY

GENERAL

I N D E X

<u>No.</u>	<u>Description</u>	<u>Page</u>
1.	Roadway Closures.....	SPSG 2
2.	Regional Utility Permit/Notification	SPSG 2
3.	Limestone and Recycled Granular Material	SPSG 2
4.	Storm Drainage	SPSG 2
5.	Hydrant Usage	SPSG 3
6.	Road Signs and Traffic Control Devices Maintenance	SPSG 3
7.	City of Welland Road Occupancy Permit	SPSG 3
9.	Point of Pick-Up, Exchanges and Delivery.....	SPSG 3
10.	Working Path	SPSG 3, SPSP 4
11.	Scope of Work	SPSG 4
12.	Pre-construction / Progress Meetings	SPSG 4
13.	Inspection Hours and Fees.....	SPSG 4
14.	Date of Completion	SPSG 4
15.	Errors & Unusual Conditions.....	SPSG 4, SPSP 5
16.	Construction Layout	SPSG 5
17.	Ministry of Labour	SPSG 5

1. Roadway Closures

Vehicular traffic must be maintained at all times for the duration of this contract. Where movement of traffic must be restricted to one lane for two way traffic during construction operations, the Contractor shall supply, erect and maintain all necessary warning signs, delineator hazard markers and competent flag persons to ensure that traffic can be maintained with safety and minimum of disruption. The Contractor shall be responsible for notifying the Transit Commission, School bus operators, Ambulance, Police, Fire Department, Garbage Collection Services and other emergency services of the construction schedule and the location of the restricted area each day.

No road closings or detouring of traffic will be permitted on this contract. Public access to local merchants and businesses must be maintained for the duration.

The Contractor is required to prepare and submit a Traffic Management Plan, at the pre-construction meeting for review and record by the City of Welland and the Contract Administrator.

2. Regional Utility Permit/Notification

The contractor is responsible to obtain Utility Permit from the Regional Municipality of Niagara prior to any construction work to be performed on roadways under Regional jurisdiction. Contractor is to comply with all Regional Niagara imposed requirement and conditions for liability insurance, reinstatement, traffic control, and other related special provisions as stated in the permit.

Where Regional Niagara imposes conditions other than that of City standards, the contractor will be reimbursed for the cost difference between City and Regional specifications and an additional twenty percent (20%) on the same.

3. Limestone and Recycled Granular Material

Granular 'A' limestone material (OPSS 1010) to be used for: pipe embedment material (per OPSS's 802.010 and 802.014), pipe bedding and cover material (per OPSS's 802.030, 802.031, concrete structure beddings (to be 100 mm (4") thick)); sidewalk, roadway and driveway bases.

Recycled Granular 'A' may be used for: trench backfill, the lower section of stone road base, sidewalk stone base, and cover for concrete pipe, but may not be used for embedment material for plastic pipe. Material must be pre-tested by a qualified geotechnical firm and approved by the contract administrator prior to acceptance.

4. Storm Drainage

Control of water as per OPSS 518, cost to be included in the overall tender.

5. Hydrant Usage

Water usage via hose connection, (e.g. filling of tanker trucks) or connection of any sort should only be obtained from designated hydrant(s) with Back Flow Preventor(s) installed by City of Welland, Municipal Works staff. It is the Contractor's responsibility to contact the Municipal Works Centre at least one (1) day in advance for the installation. Any connection to a hydrant without a properly installed Back Flow Preventor is strictly prohibited. Back Flow Preventor is not required if water is obtained through direct discharge from a hydrant where no connection is made to the hydrant ports (e.g. watermain flushing). The Contractor is liable for any and all potable water contamination, and related investigation costs and damages resulting from non-compliance of this hydrant usage protocol.

6. Road Signs and Traffic Control Devices Maintenance

Removal of existing road signs and traffic control devices must be approved in advance by the City of Welland Parking / Traffic Division and/or appropriate road operating authorities or agencies and temporary arrangement shall be made to avoid potential hazards to motorists and pedestrians alike.

Any detours that are required must be approved by the road authority, in advance, and are the responsibility of the Contractor to set up, maintain and remove as needed or upon request of the Contract Administrator.

7. City of Welland Road Occupancy Permit

No work may be carried out under this contract until a City of Welland Road Occupancy Permit is issued by the Traffic Department. While no fee will be assessed, it is the Contractor's responsibility to ensure one is obtained prior to work commencement

9. Point of Pick-Up, Exchanges and Delivery

The Contractor must receive/pick-up all City supplied material, including the "Investing in Ontario" project signs, and deliver all salvaged material from/to the Stock-keeper at the Municipal Service Centre on Federal Road. Salvaged materials include and are not limited to: frames and grates and/or covers of catch basins or maintenance holes or valve chambers; precast concrete sections; C.S.P. culverts; and all removed watermain appurtenances; as applicable.

10. Working Path

Where damages extend beyond the reasonable path of construction without prior approval as deemed necessary by the Contract Administrator, the Contractor shall reinstate same to preconstruction condition or better at no cost to the Corporation.

The path of construction is not to be exceeded as marked in the field. Nonetheless, adjacent concrete and asphaltic structures shall be preserved. Reinstatement allowance is made only to damages which are beyond Contractor's control and due preservation effort.

11. Scope of Work

The provisions herein are general only and must not be construed as limiting the scope of work.

The City reserves the right to assign any portion of the work, where deemed expedient, to the City's own employees, if and when prevailing conditions and situations permit, without contravening any and all applicable laws and regulations governing this project.

12. Pre-construction/Progress Meetings

A preconstruction meeting will be held prior to the commencement of work to discuss the construction schedule, Sub-contractors, material suppliers, safety and other items forming part of the Contract. **The Contractor shall submit his traffic control management plan and construction schedule for review at this meeting.**

Progress meetings will be held from time to time, as determined at the preconstruction meeting, to resolve any incidental concerns from either side.

Decisions and resolutions jointly reached and recorded in these meeting minutes, and are in accordance to Section GC 4.0 of the OPS General Conditions of Contract – Owner's Responsibilities and Rights, are deemed binding under the Contract.

13. Inspection Hours and Fees

Contractor is encouraged to carry out construction activities between the hours of 7:30 a.m. to 4:30 p.m., and the City will assess any after hours inspection fees against the Contractor at each progress payment release. The current rate of assessment is at \$50.00 per hour. The Inspector will be on site while any payment item work is in progress, and will remain if there are any safety and/or water quality issues that exist.

The City is bound by a Collective Agreement with all our unionized inspectors to provide two (2) - fifteen (15) minute coffee breaks and one (1) - thirty (30) minute lunch break for each work day and the Contractor is to honour without claim of delay.

14. Date of Completion

Construction of this project must be completed by Thursday, October 1, 2009 to allow for the Niagara Food Festival event to be held on 2-4 October 2009. No additional cost allowance will be considered or entertained for construction extended beyond time allotment specified in the tender unless explicitly specified otherwise.

15. Errors and Unusual Conditions

The Contractor shall notify the Contract Administrator immediately of any error or unusual conditions which may be found.

Tender No: ENG09-21

Ref. No.: 09 – 108

Downtown Streetscaping 2009 – Cross Street Reconstruction

The Contractor Administrator shall make the alteration necessary to correct errors or to adjust for unusual conditions. The Contract amount shall be adjusted in accordance with a fair evaluation of the work added or deleted.

No compensation of delay will be entertained if resolution is reached within two (2) working hours immediately after the condition or error is reported to the Contract Administrator.

Where unit prices already exist in other parts of the tender, the Corporation reserves the right to apply same throughout the tender as applicable and will not consider such as change order works.

16. Construction Layout

Construction layout will be provided by the Contract Administrator. Niagara Peninsula Standard Contract Documents - Special Provisions – General, Item G15 shall apply.

For any required restaking of the original stakeout, a charge of \$700.00 per day for a two-person crew shall apply.

17. Ministry of Labour

The City will notify the Ministry of Labour at the time of construction commencement and periodically as deemed necessary throughout the construction period for any and all safety concerns affecting both the work crews and general public.

**SPECIAL PROVISIONS-
SUPPLEMENTARY
TENDER ITEMS**

SPECIAL PROVISIONS - SUPPLEMENTARY

TENDER ITEMS

I N D E X

<u>No.</u>	<u>Description</u>	<u>Page</u>
SP1	GENERAL SITE PREPARATION AND REMOVALS	2
SP2	REMOVAL OF PAVEMENTS	2
SP3	REUSE GRANULAR ROAD BASE	2
SP4	GRANULAR 'A'	3
SP5	CB LEADS	3
SP6	CONCRETE SIDEWALK AND CROSSWALK PAVING	3
SP7	HOT MIX HL3 FINE PAVING	4
SP8	PAVEMENT MARKINGS	4
SP9	STREETPRINT APPLICATION FOR ASPHALT SIDEWALKS	5
SP10	DURATHERM APPLICATION FOR RAISED CROSSWALKS	5
SP11	SITE FURNITURE	5
SP12	SOIL PREPARATION IN RAISED PLANTERS	6
SP13	PLANTING BED PREPARATION	6
SP14	PLANT MATERIAL	6
SP15	TREE PLANTING IN SIDEWALKS	7
SP16	PARKING METERS	8
SP17	ELECTRICAL HANDHOLES	8
SP18	RIGID DUCTS, DIRECT BURIED	8
SP19	LOW VOLTAGE CABLES IN DUCTS	9
SP20	GROUND ELECTRODES	9
SP21	REMOVAL OF ELECTRICAL EQUIPMENT	9
SP22	TREE RECEPTACLES	9
SP23	COMPLETE REMOVAL OF EXISTING ROAD BASE AND REPLACEMENT (PROVISIONAL)	9
SP24	INSTALLATION AND MAINTENANCE OF PROJECT SIGN	10

SP1 GENERAL SITE PREPARATION AND REMOVALS

For the lump sum price bid, the Contractor shall complete the following work:

- Remove, salvage and deliver all affected regulatory and information signage to the Welland Municipal Service Centre at 99 Federal Road, City of Welland.
- Remove, salvage and deliver all affected street furniture (benches, trash receptacles, concrete planters) to the Welland Municipal Service Centre at 99 Federal Road, City of Welland.

SP2 REMOVAL OF PAVEMENTS

The provisions of Special Provision – Contract Item B27 shall apply except as amended or extended herein.

Payment shall be made under this Item for the removal and disposal of existing pavements within all areas to receive new pavements as indicated on the Contract Drawings. The unit price shall include for the removal of milled material offsite.

SP3 REUSE GRANULAR ROAD BASE

The provisions of OPSS 330, 501 and NPSCD Special Provisions- Contract Item B5 shall apply except as amended or extended herein

This specification covers the requirements for the removal, haulage and grading of the existing granular road base.

The existing granular road base shall be removed completely; however care shall be taken not to remove any of the native material underneath the granular base.

The reuse of granular road base and earth excavation operations shall be coordinated such that granular road base can be stockpiled and/or hauled from the removal operation and hauled to the excavation operation for use as road base.

Haul routes for this operation shall be determined in advance of the construction and submitted to the Contract Administrator for approval.

Recycled material shall be placed at the bottom of the granular base course and compacted to 100% SPMDD. The compacted thickness is approximately 200mm. Placement of the reused granular material shall be in accordance with OPSS 314, 501 and 514.

For tendering purposes the average depth of existing granular material is 300mm.

Measurement for payment will be per square metre of granular road base reused as measured in the field.

Payment at the contract price for the above tender item shall be full compensation for all labour, equipment, and material to do the work.

SP4 GRANULAR 'A'

The provisions of Special Provision – Contract Item B3 shall apply except as amended or extended herein.

Payment shall be made under this Item for the supply, placing and compacting of Granular 'A'.

The following construction standards shall apply:

- Concrete Sidewalk - Granular 'A', 100 mm
- Asphalt Sidewalk - Granular 'A', 200 mm

All excavation and grading work of sub-grade must be completed to the satisfaction of the contract administrator before any granular materials for sub-base course are placed. The Contract Administrator shall inspect and approve final grades of granular areas prior to final course material being placed.

SP5 CB LEADS

This item shall include the supply and installation 200 mm diameter CB leads and all material necessary to make a water tight connection to the existing storm sewer. The measurement for this item is the horizontal distance from edge of CB to projected line of existing storm sewer.

SP6 CONCRETE SIDEWALK AND CROSSWALK PAVING

This Item shall include for the supply and installation of concrete pathways, concrete pads and integral coloured and patterned crosswalks with a minimum thickness of 125 mm as shown on the Contract Drawings. Concrete pads under furniture shall conform to these specifications but be paid for under the furniture items. The concrete shall have a broom finish and be saw cut to a depth of 31 mm at 3.5 m spacing between cuts.

Class of Concrete	-	30 MPA at 28 days
Coarse Aggregate	-	19 mm nominal max. size
Air content	-	7.0% ± 1.5% measured prior to placement
Maximum slump	-	70 mm ± 20 mm.

Expansion joints shall be used between staged concrete pours and against all rigid surfaces.

Coloured concrete shall conform to the following ColorTech Synthetic Oxide Pigments by QC Construction Products Canada (www.qccanada.ca), or an approved equivalent:

Salsa Red – 4LBS CC16

A coat of Seal-Cure Sealant shall be applied to coloured concrete as per Manufacturer's specifications 7 days after concrete is poured, and an additional coat shall be applied after 28 days.

The quantity of colouring material to be added to the concrete mix shall be as recommended by the manufacturer and as approved by the Contract Administrator. Concrete colour samples shall be supplied to the Contract Administrator for approval prior to installation.

Pattern for concrete crosswalks shall be:

Border: 4"x12" Brick Border – Tool TM-1000 by Brickform or approved equal

Infill: Herringbone Used Brick – Tool FM-5050 by Brickform or approved equal

SP7 HOT MIX HL3 FINE PAVING

The provisions of Special Provision – Contract Item B14 shall apply except as amended or extended herein.

Under this item the contractor shall construct the asphalt portions of the sidewalks as illustrated on the Contract Drawings and as required by the Contract Administrator. Granular 'A' for asphalt sidewalks shall be paid for under the appropriate tender item.

The Contractor shall supply all materials required for the proper execution of the paving in accordance with OPS 310. Asphalt shall be PGAC 58-28. The Marshall Stability for HL3 FINE shall be a minimum of 5800. Asphalt shall be applied to a depth of 50 mm.

Asphalt mix formula shall be provided to the site supervisor or the geotechnical consultant for approval prior to paving. Asphalt samples shall be taken periodically and tests of mix conducted during the construction. Sufficient compaction testing shall be done in order to provide certification that compaction meets the standards specified. Test results are to be provided, including documentation of the site conditions when the asphalt work was done.

SP8 PAVEMENT MARKINGS

This specification covers the requirements for the application of pavement markings.

The provisions of the following standards shall apply except as amended or extended herein.

Ontario Provincial Standard Specifications, Construction

OPSS 532 Pavement Marking

Niagara Peninsula Standard Contract Document, Special Provisions - Contract Items

Item A8 Allowance for Construction Signs, Traffic Control, and Traffic Management Plan

Ontario Traffic Manual

Book 11 Pavement, Hazard and Delineation Markings

The paint used shall be white or yellow organic solvent based, non-coning, high temperature traffic paint conforming to OPSS 1712.

The equipment to be used shall be as per OPSS 532.06.02.

The work of pavement marking includes: surface preparation, pavement marking obliterating as required, pre-marking, application of temporary, short term and permanent pavement markings.

All pavement markings shall be accurately spaced and present a clean-cut, uniform appearance during either the day or night.

Measurement for pavement marking is by the horizontal length in metres of 10 cm wide line

Tender No: ENG09-21

Ref. No.: 09 – 108

Downtown Streetscaping 2009 – Cross Street Reconstruction

excluding gaps. Wider lines are measured in 10 cm equivalents.

Measurement for Zebra Crossing is by accumulated horizontal length in meters of the 60cm wide lines.

Measurement for 60cm stop bars is by the horizontal length in metres of 60cm wide line excluding gaps.

Payment at the contract price for the above item shall be full compensation for all labour, equipment and material required to do the work.

SP9 STREETPRINT APPLICATION FOR ASPHALT SIDEWALKS

This Item shall include for the supply and installation of impressed coloured asphalt sidewalks as shown on the Contract Drawings and as per Manufacturer's specifications (contact Integrated Paving Concepts, 1-800-668-5652 or www.integratedpaving.com).

Application of StreetPrint™ treatment to fully compacted asphalt pavement shall be done by a Level 2 Accredited StreetPrint™ Applicator, as licensed by Integrated Paving Concepts (1-800-688-5652).

SP10 DURATHERM APPLICATION FOR RAISED CROSSWALKS

This Item shall include for DuraTherm™ treatment of crosswalks as shown on the Contract Drawings (Cross St.) and as per Manufacturer's specifications (contact Integrated Paving Concepts, 1-800-668-5652 or www.integratedpaving.com). DuraTherm™ treatment shall be applied over existing asphalt (previously installed under separate contract).

Application of DuraTherm™ treatment to shall be done by a Level 2 Accredited DuraTherm™ Applicator, as licensed by Integrated Paving Concepts (1-800-688-5652).

SP11 SITE FURNITURE

Payment shall be made under these items for the supply and installation of all site furniture as indicated on the Contract Drawings and as per manufacturer's specifications. Contractor shall ensure that site furniture is installed plumb and level. Installation of all furniture includes excavation and installation of concrete footing or concrete pad below impressed asphalt surface, and hardware as required. Contractor to supply galvanized lag bolts for anchoring as required. Hardware to be primed and painted with colour to be approved by Contract Administrator.

Bench with Arms: Model No. MLB700AW with side arms and Ipe wood slats as supplied by Maglin Site Furniture Inc. Finish for metal components to be Maglin powdercoat colour "Bronze".

Waste/Recycling Units: Model No. MRC200-2 as supplied by Maglin Site Furniture Inc. Finish for metal components to be Maglin powdercoat colour "Bronze".

Lids to be metal, with one opening for waste and one for recycling as supplied by manufacturer. Recycling receptacle to be marked with recycling symbol supplied by manufacturer.

Metal Planter: Model No. MLP400M as supplied by Maglin Site Furniture Inc, with laser-cut side panels in "Grill" design. Finish for metal components to be Maglin powdercoat colour "Bronze".

Post and Ring Bicycle Rack: Model MBR200 as supplied by Maglin Site Furniture Inc., with direct burial installation.

Maglin Site Furniture Inc.
275 Tecumseh Street
Woodstock, ON, N4S 7W1
Tel: (800) 716-5506
Fax: (877) 260-9393
E-mail: sales@maglin.com
Or approved equal.

SP12 SOIL PREPARATION IN RAISED PLANTERS

This Item shall include for the supply and installation of planting medium in raised planters.

The raised planters shall be filled with commercially prepared Triple Mix placed in 150mm lifts and compacted to 85% SPD. Planting medium shall be free of all debris, clay lumps, roots and stones over 50 mm in diameter and other extraneous matter. Topsoil shall be fertile, friable, natural loam containing not less than 4% organic matter, capable of sustaining vigorous plant growth. It shall be free of any admixture of subsoil, clay lumps or weeds, and free of stones and roots over 50 mm in diameter and other extraneous matter.

SP13 PLANTING BED PREPARATION

Payment shall be made under this Item for excavation and disposal of existing material in the planting area and preparation of planting bed to a depth of 300 mm.

The planting beds shall be filled with commercially prepared Triple Mix compacted to 85% SPD. Planting medium shall be free of all debris, clay lumps, roots and stones over 50 mm in diameter and other extraneous matter. Topsoil shall be fertile, friable, natural loam containing not less than 4% organic matter, capable of sustaining vigorous plant growth. It shall be free of any admixture of subsoil, clay lumps or weeds, and free of stones and roots over 50 mm in diameter and other extraneous matter.

SP14 PLANT MATERIAL

Payment shall be made under this Item for the supply and installation of plants in accordance with the Contract Drawings.

All planting and related work shall be done by experienced, qualified personnel under the direction and supervision of a Foreman with at least five (5) years of horticultural and planting experience.

All trees shall be nursery grown, true to type and structurally sound, with straight trunks and leaders intact, and be well and characteristically branched for the species. Root balls shall not be cracked, broken, or damaged. All plants shall be free of disease, insect infestation, rodent damage, sun scald, frost cracks and other abrasions or scars to the bark. They shall be densely foliated when in leaf and have healthy, well developed root systems. Plant names shall be in conformity with that accepted in the nursery trade.

Tender No: ENG09-21

Ref. No.: 09 – 108

Downtown Streetscaping 2009 – Cross Street Reconstruction

Substitutions for the specified plants will not be accepted unless approved in writing by the Contract Administrator. The Contract Administrator reserves the right to reject any plant material, whether planted or not, which does not conform to the specifications. Labels shall not be removed from plants until they have been inspected and approved by the Engineer.

All debris, clay lumps, roots and stones over 50 mm in diameter and other extraneous matter shall be removed from excavated soil to be used in backfill and disposed of off site.

Shredded bark mulch free of any granular and organic material will be applied over planting pit areas of trees and throughout shrub beds in accordance with the Contract Drawings. A sample of the mulch to be used shall be submitted to the Engineer for approval.

Maintain all plant material and assume full responsibility for protection of all planted areas until final acceptance of all project work. Keep planted areas free of weeds at all times. Remove all debris, broken branches, etc., and maintain planted areas in neat condition at all times. Water plants as necessary with sufficient quantities to moisten the entire root system.

Submit a written warranty to the effect that all materials and workmanship be guaranteed for a period of two (2) years following project completion. All plants that are dead, or not in a healthy, satisfactory growing condition, or which in any way do not meet the requirements of the specifications, shall be replaced by the Contractor at the Contractor's expense. All required replacements shall be as originally specified. The warranty on replacement plant material shall be extended for a period equal to the original warranty period.

Final inspection of all plantings shall be made at the end of the specified warranty period. Stakes and all staking material shall be removed at the end of the warranty period. The Contract Administrator or Owner reserves the right to extend Contractor's warranty responsibilities for an additional year if, at end of initial warranty period, plant condition is not sufficient to ensure future health.

SP15 TREE PLANTING IN SIDEWALKS

Under this item, the Contractor shall supply and install all items for the tree planting assemblies as shown on the Contract Drawings and as supplied by:

Greenleaf Canada

16 Branchton Road, Cambridge, Ontario N1R 5S2

Tel: 519 623 8062 or Toll Free: 1-866-282-2743

Fax: 519 621 1884

Components required for each proposed tree planting in sidewalks:

- Tay Tree Grate (# GLTGT12) with Concrete Support Frame
- Root Rain Urban1 (# RRURB1) – one per tree
- ReRoot 2000 (# RER210) – 7m per tree
- ReRoot 300 (# RER300) – 3.6m per tree
- Arborvent DI (#RRABV2D1) – 1 per tree
- Rootcell Module (#GLRCM) – 400 per tree
- Twinwall Geonet (#GLGEONET) – 8.75m² per tree
- 4mm Guying wire with 'Maxi' Grip wire tensioners – 2 per tree

Treatment for Existing Trees to Remain

This Item shall also include treatment for existing trees to remain within sidewalk areas. Treatment

Tender No: ENG09-21

Ref. No.: 09 – 108

Downtown Streetscaping 2009 – Cross Street Reconstruction

includes fitting existing trees with concrete support frame and installation of Tay Tree Grate. Prior to excavation for concrete support frames, each tree to be assessed on site by landscape architect to ensure excavation will not damage the tree.

SP16 PARKING METERS

Approximately 50 parking meters have been salvaged from previous construction work and are located at City Hall, 60 East Main Street, City of Welland. The Contractor shall arrange to pick up the parking meters and install them in the sidewalk at the locations indicated by the Contract Administrator (typically between two stalls, or at the end of the parking bay).

Parking meters shall be direct buried, installed plumb, and shall be aligned parallel to the curb. Payment at the unit price shall be full compensation for all labour, equipment and materials necessary to do the work.

GENERAL NOTES – ELECTRICAL WORK

The provisions of OPSS MUNI 106 shall apply to all electrical items except as amended or extended herein or on the Drawings.

SP17 ELECTRICAL HANDHOLES

The provisions of OPSS 602, Special Provisions, and other Supplementary Special Provisions shall apply to this item except as amended or extended herein or on the Contract Drawings.

The prefabricated unit shall be installed plumb, true to alignment and grade, and firmly bedded on the drainage pocket backfill. During installation, the duct entry holes shall be oriented in the required direction. The enlarging of duct entry holes is prohibited.

Each handhole shall have identification markings embedded on the outside vertical surface of the handhole, showing the manufacturer's name or trade mark, and the date of manufacture. The top surface of the handhole cover shall be permanently marked, showing the manufacturer's name or trade mark, and the date of manufacture. This marking shall be embedded into the top surface of the handhole cover, or it shall be embedded into a corrosion-resistant metal plate securely cemented to the top surface of the handhole cover.

Each handhole shall have dimensions as indicated in the Contract Documents. Handholes for provisions for future lighting at gateways shall be installed in locations shown on the Landscaping drawings for gateways.

SP18 RIGID DUCTS, DIRECT BURIED

The provisions of OPSS 603, Special Provisions, and other Supplementary Special Provisions shall apply to this item except as amended or extended herein or on the Contract Drawings.

Rigid PVC conduit shall be used underground.

SP19 LOW VOLTAGE CABLES IN DUCTS

The provisions of OPSS 604, Special Provisions, and other Supplementary Special Provisions shall apply to this item except as amended or extended herein or on the Contract Drawings.

SP20 GROUND ELECTRODES

The provisions of OPSS 609, Special Provisions, and other Supplementary Special Provisions shall apply to this item except as amended or extended herein or on the Contract Drawings.

SP21 REMOVAL OF ELECTRICAL EQUIPMENT

The provisions of OPSS 610, Special Provisions, and other Supplementary Special Provisions shall apply to this item except as amended or extended herein or on the Contract Drawings.

Existing illumination designated for removal shall be maintained in operation until the new system is operational. The contractor shall co-ordinate the requirement to salvage any equipment with the City and Welland Hydro and deliver salvaged equipment to Welland Hydro's works yard.

SP22 TREE RECEPTACLES

The contractor shall supply and install duplex receptacles in locations shown on the contract drawings and as per the details in the contract drawings.

Devices are to be installed in double gang FS type boxes suitable for outdoor use rated 3R. Duplex receptacles are to be Hubbel Cat. No. HBL5262 c/w duplex weatherproof cover plates for vertical mounting Hubbel Cat. No. HBL5221 or approved equal as dictated by the City of Welland Standards. The spare side of the double gang box is to be used for installing a 4 amp KTK in line fuse. Underground ducts to be terminated in a 150mm x 150mm x 100mm PVC molded junction box as manufactured by Sceptor, JB664 or approved equal. As per the Receptacle Detail on the electrical drawing, the double gang FS box and 150mm x 150mm x 100mm shall be mounted on 60mm x 60mm x 1800mm aluminium fence posted, powder coated black.

The contractor is to co-ordinate the installation of the duplex receptacles with the City of Welland and Welland Hydro to ensure compatibility with existing installations.

Payment shall be made for each complete duplex receptacle and in line fuse assembly and shall be full compensation for all materials and labour to effect a complete unit including FS boxes, junction boxes and any ancillary equipment require.

SP23 COMPLETE REMOVAL OF EXISTING ROAD BASE AND REPLACEMENT (PROVISIONAL)

The preferred option is to reuse the existing road base as per item B1 vi) but if the road base is determined to be in poor condition the entire base is to be removed and replaced. Therefore the items in this provisional section are to be used to replace the items in the tender. Item b1 vi) will not be used if this item is used. All or part of this will be used as per the engineers direction on site.

Tender No: ENG09-21

Ref. No.: 09 – 108

Downtown Streetscaping 2009 – Cross Street Reconstruction

SP24 INSTALLATION AND MAINTENANCE OF PROJECT SIGN

The City of Welland will make available two “An Investing in Ontario Project” signs. The contractor will be responsible to pick up this signs from the City yard, and erect them on site. The signs are 1.2m X 2.4m (4’X8’) in size and the contractor will be responsible for the construction of the supporting structure. The signs will remain in place for the duration of the project then will be returned to the City Yards for their continued use.

NOT FOR SUBMISSION

FORM OF TENDER

FORM OF TENDER

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

DOCUMENTS INCLUDED IN TENDER

Title Page

Notice to Tenderers of City of Welland Municipal Projects

Table of Contents

Special Instructions to Bidders

Special Provisions – Supplementary

- General
- Tender Items

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 Owner and Contractor (Form of Contract)

Supplementary General Conditions

Schedule of Drawings

Niagara Peninsula Standard Contract Documents (Not Included in Package)

- Instructions to Bidders
- Special Provisions – General
- Special Provisions – Contract Items
- OPS General Conditions of Contract

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 contract 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 Contract, 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.*

Tender No: ENG09-21
Ref. No.: 09 – 108
Downtown Streetscaping 2009 – Cross Street Reconstruction

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

ADDENDA

We agreed to commence work as specified to proceed
continuously to the completion and to complete all the work
within **Forty (40)** working days.

**COMMENCEMENT
AND
COMPLETION**

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 forty-five (45)
calendar days of closing date, accept this tender without
notice, whether any tender has been previously accepted
or not.

**TENDER IS
OPEN TO
ACCEPTANCE &
IRREVOCABLE**

* to be filled in by Tenderer.

**Insert The Workplace
Safety and Insurance
Board
Account No.**

**OFFERED ON BEHALF
OF THE CONTRACTOR**

Signature/Title

Signature/Title

Company Name

Address

Witness

Date

Contractor's Seal

Witness

Tender No: ENG09-21

Ref. No.: 09 – 108

Downtown Streetscaping 2009 – Cross Street Reconstruction

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.

NOT FOR SUBMISSION

SCHEDULE OF TENDER UNIT PRICES

Job Name: Downtown Streetscaping 2009 - Cross Street Reconstruction

ITEM	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
PART "A" - GENERAL ITEMS						
A1	A1	Bonding	1.0	L.S.		
A2	A2	Preconstruction Survey	1.0	L.S.		
A3	A3	Construction Layout	1.0	L.S.		
A4	A8	Traffic Control and Management Plan	1.0	L.S.		
A5	A9	Contingency Allowance	1.0	L.S.		
A6	SP24	Installation and Maintenance of Project Sign	1.0	LS.		
TOTAL PART "A" - GENERAL ITEMS						

PART "B" - ROAD WORKS						
B1	B27 SP1,SP2, SP3 SP10 OPSS 510	<u>Removals</u> i) General Site Preparation ii) Pavements iii) Curb iv) Sidewalk v) Granular Road Bed vi) Reuse Granular Road Base	1.0 355.0 195.0 620.0 175.0 180.0	L.S. m ² m m ² m ² m ²		
B2	B3	<u>Granular</u> Granular 'A' Crushed Limestone, 100% Passing 19.0mm sieve	1075.0	t		
	B6	<u>Sub Drain</u> 150mm HDPE including filter stock & connections OPSP 216.021	200.0	m		
	C6	<u>Catchbasin</u> i) CB (OPSP 705.010 & 400.020) ii) Relocate Existing CB	5.0 1.0	ea ea		
B3	C1, SP5	<u>CB Leads</u> Supply and Install PVC Ultra Rib SDR35 Storm Sewer a) 250 mm Dia	25.0	m		
B4	B8	<u>Curb</u> i) Concrete Curb OPSP 600.04 ii) Concrete Curb OPSP 600.06	206.0 82.0	m m		

SCHEDULE OF TENDER UNIT PRICES

Job Name: Downtown Streetscaping 2009 - Cross Street Reconstruction

ITEM	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
	B11	<u>Asphalt</u>				
		i) HL8HS	350.0	t		
		ii) HL3HS	187.0	t		
B5	SP16	<u>Parking Meters</u>				
		i) Install Salvaged	12.0	ea		
B7	B9, B14	<u>Sidewalk</u>				
		i) Concrete sidewalk	300.0	m ²		
		ii) Concrete Sidewalk Ramps (OPSD 310.030)	20.0	m ²		
		iii) HL3 Fine Asphalt Boulevard	42.5	t		
B8	SP8	<u>Pavement Markings - Permanent</u>				
		i) Directional Dividing Lines - 10 cm wide	100.0	m		
		ii) Parking Stalls - 10cm wide	93.5	m		
		iii) Stop Bars - 60cm wide	9.0	m		
		iv) Symbols	2.0	ea		
B8	SP9	<u>Streetprint Application</u>	297.0	m ²		
B9	SP10	<u>Coloured Patterned Concrete Crosswalks</u>	15.8	m ²		
B10	SP11	<u>Furnishings and Features</u>				
		i) Bench	4.0	ea.		
		ii) Waste/ Recycling Receptacles	3.0	ea.		
		iii) Bicycle Racks	6.0	ea.		
		iv) Planters	6.0	ea.		

SCHEDULE OF TENDER UNIT PRICES

Job Name: Downtown Streetscaping 2009 - Cross Street Reconstruction

ITEM	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
B11	SP 12, SP 13, SD 11	<u>Tree Planting</u>				
		i) Soil Preparation in Raised Planters	6.0	m ³		
		ii) Tay Tree Grate with concrete support frame for new trees	1.0	ea.		
		iii) Root Rain Urban 1 - 1 per tree	7.0	ea.		
		iv) ReRoot 2000 - 7m per tree	49.0	m		
		v) ReRoot 300 - 3.6m per tree	25.2	m		
		vi) Arborvent DI - 1 per tree	7.0	ea.		
		vii) Rootcell Module - 400 per tree	2800.0	ea.		
		viii) Twinwall Geonet - 8.75m ² per tree	61.3	m ²		
		iv) Plant Material (Supply and Install)				
		a) Autumn Blaze Maple, 60mm caliper	7.0	ea.		
TOTAL PART "B" - ROAD WORKS						

PART "EL" - ELECTRICAL						
EL1.	SP17	<u>Handholes (Supply and install)</u>				
		a) 450mm	3.0	m		
EL2.	SP18	<u>Rigid Ducts, Direct Buried (Supply and install)</u>				
		a) 25mm	10.0	m		
		b) 50mm	171.0	m		
		c) 2-75mm	17.0	m		
EL3.	SP19	<u>Low Voltage Cables in Ducts (Supply and install)</u>				
		a) #4 AWG	728.0	m		
EL4.	SP20	<u>Ground Wires (Supply and install)</u>				
		a) #6 Bare	2.0	m		
		b) #6 Insulated	160.0	m		
EL5.	SP20	<u>Ground Rods (Supply and install)</u>	2.0	ea.		
EL6.	SP21	<u>Tree Receptacles (Supply and install)</u>	6.0	ea.		
TOTAL PART "EL" - ELECTRICAL						

SCHEDULE OF TENDER UNIT PRICES

Job Name: Downtown Streetscaping 2009 - Cross Street Reconstruction

ITEM	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
PART "P" - PROVISIONAL						
P1.	SP23	<u>Complete Removal of Existing Road Base and Replacement</u>				
		<u>Removals</u>				
		Granular Road Bed	180.0	m ²		
		<u>Granular</u>				
		Granular 'A' Crushed Limestone, 100% Passing 19.0mm sieve	1075.0	t		
TOTAL PART "P" - PROVISIONAL						

TENDER SUMMARY TOTALS		TOTAL PART "A" - GENERAL ITEMS	
		TOTAL PART "B" - ROAD WORKS	
		TOTAL PART "EL" - ELECTRICAL	
		TOTAL PART "P" - PROVISIONAL	
		TOTAL PARTS A, B, EL, and P	

Tender No: ENG09-21

Ref. No.: 09 – 108

Downtown Streetscaping 2009 – Cross Street Reconstruction

LIST OF SUB-CONTRACTORS - STATEMENT "A"

The Tenderer 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.

SUB-TRADE	NAME OF SUB-CONTRACTOR	ADDRESS OF SUB-CONTRACTOR

Tender No: ENG09-21
Ref. No.: 09 – 108
Downtown Streetscaping 2009 – Cross Street Reconstruction

TENDERER’S EXPERIENCE IN SIMILAR WORK - STATEMENT “B”

YEAR COMPLETED	DESCRIPTION OF WORK	FOR WHOM WORK PERFORMED	VALUE

Tender No: ENG09-21

Ref. No.: 09 – 108

Downtown Streetscaping 2009 – Cross Street Reconstruction

FEDERAL GOODS AND SERVICES TAX - STATEMENT "C"

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)] (Bonding Amount) \$ _____
- iv) G.S.T. Registration Number: _____

Company Name _____ *Contractor's Signature(s)*

Address _____ *Contractor's Seal*

Witnesses: _____

AGREEMENT TO BOND

Tender No: ENG09-21

Ref. No.: 09 – 108

Downtown Streetscaping 2009 – Cross Street Reconstruction

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 to 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 **Downtown Streetscaping 2009 – Cross Street Reconstruction**, 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 sum 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

**AGREEMENT BETWEEN
OWNER AND CONTRACTOR
(FORM OF CONTRACT)**

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the _____ day of _____
in the year _____

by and between

THE CORPORATION OF THE CITY OF WELLAND

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 **Downtown Streetscaping 2009 – Cross Street Reconstruction**, which have been signed by the parties, and which were prepared by The Corporation of the City of Welland, 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.

Tender No: ENG09-21

Ref. No.: 09 – 108

Downtown Streetscaping 2009 – Cross Street Reconstruction

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. (List Contract Documents Below).

NOT FOR SUBMISSION

Tender No: ENG09-21

Ref. No.: 09 – 108

Downtown Streetscaping 2009 – Cross Street Reconstruction

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 Schedule of Tender Unit Prices, as per pages **FT 4 thru FT 7** included as part of this Contract.
- (c) Based on the Schedule of Tender Unit Prices and the preferred alternative, refer to in Article A-3 (b), the maximum contract value is
- \$ _____
- _____
- (\$ _____) in Canadian Funds
Excluding G.S.T.
- (d) The final contract price is subject to change in accordance to Article A-3(a) and any change order which may arise during the execution of the Contract.

Tender No: ENG09-21

Ref. No.: 09 – 108

Downtown Streetscaping 2009 – Cross Street Reconstruction

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 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
- (c) 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 (Prime Rate) percent (%) 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.
- (d) "Prime Rate" is referred to the Bank of Canada Rate at the time of payment initially becomes due.

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 of 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 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 _____ 60 East Main Street
Street and Number and Postal Box Number, if applicable

Welland, Ontario L3B 3X4
Post Office or District, Province, Postal Code

The Contractor at _____
Street Number and Postal Box Number, if applicable

Post Office or District, Province, Postal Code

The Contract Administrator at _____ 60 East Main Street
Street Number and Postal Box Number, if applicable

Welland, Ontario L3B 3X4
Post Office or District, Province, Postal Code

ARTICLE A-7 LAW OF THE CONTRACT

The law of the Place of 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 thereunto duly authorized.

Signed, Sealed and Delivered

Company Name

"I have the authority to bind The Corporation"

In the presence of

Signature

Approved

THE CORPORATION OF THE CITY OF WELLAND

City
Engineer
Mayor

per _____

Solicitor
Clerk

per _____

**SUPPLEMENTARY GENERAL
CONDITIONS**

SUPPLEMENTARY GENERAL CONDITIONS

General Conditions for this contract shall be as per the OPS General Conditions (GC), subject to the following:

1. GC 6.03, Contractor's Insurance, shall be amended to include Special Provisions – General Item 1, Execution of Contract.
2. GC 7.02, Layout, shall be amended to include the relevant clause under Special Provisions – Contract Item A4.
3. GC 7.13, Obstructions, shall be amended to include Special Provisions – General – Item 21.
4. GC7.16, Warranty, shall also include the following subsection:
 - 04) The Contractor shall correct any defects or deficiencies in the work within twelve (12) hours (or any time stipulated) of having received written notice from the Contract Administrator to do so. Should the Contractor fail to correct the defects or deficiencies within the time stipulated, or if the defect or deficiency, in the opinion of the Contract Administrator, becomes emergency in nature, the Owner will undertake the necessary corrections and the Owner's costs in this respect shall become the responsibility of the Contractor.
5. GC 8.02.04.09, Submission of Invoices, statement below to be extended from current sub-section .01).

..... All labour rates submitted are to be validated by the firm's accountant, licensed to practice in the Province of Ontario, and bearing any of the designations such as CGA, CMA or CA.

SCHEDULE OF DRAWINGS

Tender No: ENG09-21

Ref. No.: 09 – 108

Downtown Streetscaping 2009 – Cross Street Reconstruction

SCHEDULE OF DRAWINGS

Contract Drawings

	Cover
1 of 5	Streetscaping – Cross Street - Sta. 0+000 to 0+150
2 of 5	Streetscaping – Cross Street – Line Painting
3 of 5	Streetscaping – Cross Street – Landscape Layout Plan
4 of 5	Streetscaping – Cross Street – Landscape Details
5 of 5	Streetscaping – Cross Street – Electrical Receptical Layout

OPSD (Not included in Contract Documents)

310.030	Concrete Sidewalk Ramps at Intersections
2101.01	Duct Installation in trenches
2103.02	Duct Installation Profiles
2103.05	Duct Installation at Utility Crossings
2112.01	Electrical Handhole Precast Concrete with Cover 300mm Dia.
2112.02	Electrical Handhole Precast Concrete with Cover 460mm Dia.
2117.02	Electrical Handholes General Installation Requirements
2123.03	Electrical Handholes Entry of Direct Buried and Encased Ducts
2220.01	Pole Handhole Locations