

July 2, 1991

E.O. 91605 (03)

**TOWN OF PELHAM
DRAPER'S CREEK RECONSTRUCTION
QUOTATION
FOR THE REGRADING AND RIP-RAPING OF DRAPER'S CREEK**

ADDENDUM NO. 1

This addendum shall form an integral part of the Contract Documents. Include the related costs in the tender price. Insert this addendum behind the cover page of the Contract Documents.

This Addendum must be signed by the tendered in the appropriate space and must be attached to the Form of Tender for submission at the time of tendering. Tenders not including this Addendum, signed as required, may be rejected as informal.

1. Specifications 1.4 Section D - Provisional Items

Item D.01 becomes Item D.02

Add new item D.01 as follows:

Item D.01


The unit price bid shall include supply of materials, labour and equipment to install twin 2130 x 1400 mm CSPA, 3.5 mm wall thickness in the location of the existing bridge to OPSD - 802.02. Cover shall be 300 mm granular 'A', 300 mm topsoil and sod. Rip-rap slope treatment (paid item C.01 on 2:1 slopes per OPSD - 801.01 (square end).

2.0 Schedule of Quantities - Section 'D' - Provisional Items

Remove Page 4 and replace with attached copy.

Contractor's Signature : _____

Date: _____

X 
AUG. 2, 1991

June 26, 1991

Project EO 91605 (03)

**TOWN OF PELHAM
DRAPER'S CREEK RECONSTRUCTION
QUOTATION
FOR THE REGRADING AND RIP-RAPING OF DRAPER'S CREEK**

SEALED QUOTATIONS, on the prescribed Form of Quotation, addressed to the Town of Pelham, will be received up to

2:00 P.M. WEDNESDAY
JULY 10TH, 1991

**QUOTATIONS WILL BE OPENED AT
THE OFFICES OF THE TOWN OF PELHAM
SHORTLY AFTER CLOSING TIME**

For any additional information, contact the office of the undersigned at Proctor & Redfern Limited, 80 King Street, 2nd Floor, Corbloc Building, St. Catharines, Ontario, between the hours of 8:30 a.m. and 5:00 p.m.

Mark Swan, P. Eng.
Proctor & Redfern Limited
80 King Street, 2nd Floor, Corbloc Building
St. Catharines, Ontario
L2R 7G1
Telephone (416) 688-4272

or the office of Mr. Allen Mannell, CET, Town of Pelham, at (416) 892-2607.

NOTE: Return ONE (1) Copy of the Form of Quotation in the sealed envelope.

SECTION 1 SCOPE AND DIRECTION

1.01 Purpose

The objective of these specifications is to ensure the contract will be performed in efficient, workmanlike and satisfactory manner. These specifications and design details are to be considered a part of the contract and it is expected that the chosen contractor will follow specifications with due perseverance.

1.02 Scope of Work

The work contemplated by these specifications consists of the provisions of labour, material, equipment, and services required for all work as described in the specifications.

The plans and specifications are intended to include everything obviously requisite and necessary to the proper installation of the work whether each necessary item is mentioned herein or not, unless otherwise specified, and the contractor is expected to provide for the same.

All work herein specified or called for on the drawings in the specifications or in the detail drawings shall be executed in accordance with all governing ordinances, laws and regulations and shall meet all local conditions and any changes and/or additions in work necessary to meet ordinances, laws, regulations and/or conditions will be made without additional expense to the owner, but such changes shall have the prior written approval of the owner.

1.03 Definition of Intent of Documents

The contract agreement, drawings and specifications constitute the contract documents, and all modifications thereof incorporated in the documents before their execution.

The intent of the documents is to include, unless otherwise stated, all labour, materials, equipment, and transportation for the completion of the work required, in a workmanlike and proper manner.

1.04 Location of Site

All contractors are required to visit the site to examine it for existing conditions under which he will be obliged to operate in performing his part of the contract.

1.05 Signing Officers

The bidder shall sign his proposal correctly. If the bidding company is a Corporation, a Corporation official must sign with his title given.

SECTION 2 GENERAL CONDITIONS

2.01 Owner's Authorized Representative

The owner shall designate one man as his authorized representative to work with the contractor. This appointed representative, name of whom shall be given to the contractor in writing, shall have full authority to approve work performed by the contractor, make field changes that are necessary and approve progress payment as each phase is completed.

The contractor shall make no effort to impede the free movement of the authorized representative.

The representative will act as the inspector on the job and have all authority vested in an inspector.

If the contractor disagrees with any decision of the owner's representative, the contractor may file a written complaint with the owner, and the owner will notify the contractor in writing of his decision to support or override the original decision of the representative.

The representative has the authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract. He also shall have authority to reject all work and materials which do not conform to the contract.

2.02 Engineering Decisions

Any decisions regarding engineering shall be made in writing by the authorized representative or, if he is not qualified, the designer or engineer of the system.

2.03 Changes in the Work

The owner, through his authorized representative, and without invalidating the contract, may order additional work or alterations to the original contract, adding to or deleting from the original work.

All such additions or deletions shall be requested in writing, and the contract sum shall be adjusted accordingly in conformance with the unit cost as bid by the contractor and accepted by the owner. All such work shall be completed under the conditions of the original contract except that any claim for extension of time caused by additions shall be adjusted at the time of ordering such change.

Minor changes in the work which do not involve extra cost and are not inconsistent with the purpose of the work can be ordered by the owner's authorized representative and no claim for an addition to the contract sum will be considered.

Any changes in the work which involve additional cost or time must be in writing from the owner's authorized representative. The contractor has a right to accept or decline said changes unless the changes are consistent with the purpose of the work.

2.04 Ownership of Drawings

All drawings, specifications, detailed drawings, and other drawings furnished by the owner are the property of the owner. They are not to be used on other work and with the exception of the signed contract set, are to be returned to the owner on request.

2.05 Approval of Material and Sources of Supply

The contractor shall supply the owner's representative with a complete listing of products to be used in the installation and sources of said products. Approval of this list is required prior to the placing of formal orders for materials and supplies by the contractor.

2.06 Delays and Extension of Time

If progress of the work is delayed due to an act of neglect of the owner or his representative or employees or by any other contractor employed by owner or by changes ordered and accepted in the work, or by strikes, lock-outs, fire, transportation delays which could not be anticipated, inclement weather, or any other cause which the owner's representative shall deem as justified, the schedule for completion of work shall be extended for such a reasonable time as the owner's representative may decide. Any claim for extension of time must be made in writing to the owner's representative and if the representative's decision is questioned by the contractor, he may request a review of the claim be made by the owner. Claims for recovery of damages for delay by either the contractor or the owner are not excluded under this section.

2.07 Damages Caused by Delays

If the construction and acceptance of the project is delayed for any reason not covered under Section 2.06 and said delay is judged to be the fault of the contractor, said contractor shall be liable for any and all loss and damages, sustained therefore by the owner.

2.08 Suspension of Work

The owner may, at any time, suspend the work, or any part thereof, by giving 5 days written notice to the contractor. Resumption of work would be within 10 days after date fixed in a written notice by the owner to the contractor.

2.09 Owner's Right To Do Work

If the contractor fails to expediently pursue construction, the owner may, three days after submitting written notice to the contractor, without prejudice to any other remedy he may have, correct any deficiencies or phases of work which the contractor neglected. The owner shall deduct the cost of any such work done from the payment due to the contractor.

2.10 Damages and Settlements of Claims

The contractor shall be liable for any loss or damage to any work in place or to materials, supplies, and equipment on the jobsite caused by him, his employees, or guests.

The owner shall be liable for any loss or damage to any work in place or to any equipment, supplies, or materials on job site caused by him, his agents, employees or guests.

Any claim for damage shall be made in writing to the party liable within a reasonable time of the observance of such damage and not later than the time of final payment.

All claims for damage are subject to negotiation and in no way shall hold up progress of the work or of progress payments.

2.11 Materials Liens

Progress and final payments shall not be paid until the contractor delivers to the owner a complete release of all liens on materials or labour for the phase for which the progress payment is due.

2.12 Workmen's Compensation

The successful contractor will promptly make all returns and pay all assessments required or levied by the Workmen's Compensation Board in the respect of the said work and persons employed on, or in the connection therewith and shall furnish to the Corporation proof of good standing with the Workmen's Compensation Board, for the contract documents and will maintain that good standing throughout the contract period. A certificate of good standing will also be required upon final acceptance.

2.13 Claims for Compensation for Additions or Deletions in Work

All claims for extra compensation over and above the amount agreed upon in the contract due to alterations, additions, changes, or extra work shall be filed in writing to the owner by the contractor. Any such work must be authorized in writing before such work may be done.

Minor additions or deletions from the project will be reimbursed to the contractor based on the unit prices provided in this proposal. Items not covered by unit prices shall be submitted by the contractor as an itemized invoice covering all labour and materials for the additional work. A reasonable percentage to cover overhead and profit shall be added to the contractor's cost.

2.14 Reduction of Compensation for Uncompleted or Uncorrected Work

If, during final inspection, unacceptable, or incompleted conditions exist and such completions are not corrected within the prescribed time and the owner undertakes said completions or corrections, the contract cost will be reduced by an amount reasonable to cover the cost of making the corrections or completions. If the work consists of items for which unit prices have been designated, these unit prices shall be used. In all other cases, the actual cost of labour and materials with a reasonable percentage added for overhead, will be the method to determine reduction of compensation.

2.15 Certificates for Payment and Progress Payments

The issuance of a certificate for payment or actual progress payments made to the contractor shall not be construed as an acceptance of any portion of the work either in materials or installation. Upon acceptance of the project by the owner's representative, the final payment shall be made and shall constitute a waiver of all claims by the owner except those arising from unsettled claims previously made in writing and also except for work which falls within the guarantee the contractor has made to the owner. The same waiver of claims is made by the contractor when he accepts the final payment.

2.16 Clarification

Any additional information or clarification of any of the instructions or information contained herein may be obtained from the office of Proctor & Redfern Limited, St. Catharines, Ontario.

2.17 Form of Tender

All blanks on the Form of Tender must be filled in with the information requested.

2.18 Dispute

In cases of dispute, the decision of the Engineer for the Corporation of the Town of Pelham shall be final and binding on all parties.

2.19 Assignment

The successful contractor will not, without the written consent of the Corporation of the Town of Pelham, make any assignment or any subcontract of this project.

2.20 Performance

The successful contractor, his agents, and all workmen and persons employed by him or under his control, will use due care that no person is injured and that no property is damaged in the performance of the work, and the successful contractor will be solely responsible for all damages to person or property including theft, whether the property is owned by the Corporation of the Town of Pelham, or any of its employees.

2.21 Statutes

The successful contractor will in all respects comply with all Statutes, Laws and Regulations applicable to the work and to persons employed on or in connection with the work and to pay all assessments required or levied by the Workmen's Compensation Board, the National Revenue Department, the Unemployment Insurance Commission, etc. The successful contractor will indemnify the Corporation from and against all liability under such Statutes, Laws and Regulations and in respect of all claims that may arise or be made against the Corporation of the Town of Pelham at common law or otherwise by reason of injury or death of any employee or employees of the successful contractor and/or sub-contractor employed in the work.

2.22 Extras

No extras will be allowed for additional work due to lack of labour or equipment, or difficulties encountered which could have reasonably been foreseen by close inspection of the site.

2.23 Right of Access

The contractor must afford all necessary and reasonable facilities to the Corporation or any of their employees or workmen, as well as to any company, Corporation or party owning or operating any pipes, valves, or other works or property on, along or near the line or works or in their vicinity; he will notify all such parties before interfering with any of their party, rights or privileges and must work in harmony with them as far as he possibly can; otherwise he will notify the Engineer, in writing of his failure so to do, or of any difficulty that may at any time arise which he may be unable to overcome, in which case the Engineer will deal with the matter as in his judgment may seem right and proper and the contractor will abide by the decision and direction of the Engineer.

2.24 Damaged Services

The contractor will be responsible to have damaged, cut or broken services repaired and put back into service, and any expenses involved will be the sole responsibility of the successful contractor. Services are to be fully protected when it becomes necessary to work around, under, over, etc.

2.25 Employees

The contractor will employ only competent and skillful personnel.

2.26 Excavations

All trenching, excavation, digging, etc., shall be back-filled, replaced, etc., with material removed from same and properly compacted by using power operated compactors or hand tampers and by using water to assist in compacting the soil around the roots of trees, shrubs, etc. All grassy areas are to have the sod carefully removed for replacement in the same location so as to have the sod match the grass where first removed. All walks and paths to be finished with material to match existing. All grounds to be leveled to grade on completion. All sod removed must be protected, watered, etc. to prevent its drying up or dying, and it is therefore suggested all due care must be exercised to preserve all sod excavated.

2.27 Inspection of Work

The contractor will, at any time when so required by the Engineer, during the execution of the work, make such openings and to such extent, through any part of the works as the Engineer may direct which he will forthwith make good again to the satisfaction of the said Engineer.

2.28 Claims

The contractor will fully indemnify the Corporation of the Town of Pelham against and from all suits and actions arising from the claim of any person or persons who are or claim to be patentees of any process used in connection with the work or any material, plant, machinery, tool or appliance used therein or in any way therewith.

2.29 Changes

Changes, errors, or mistakes made by the contractor or his agents, workmen or employees, either through carelessness or otherwise, must be rectified by the contractor at his own expense.

2.30 Liens

All contract monies, and the said works and every part thereof, must be made continually free from and not liable to any lien or charge at law or inequity or to any claim or liability under the Construction Lien Act or Patent Right Law, or to any attachment for debt or garnishee process or otherwise, and the parties hereto, or themselves, their executors, administrators, successors and assigns, and any and all other parties in any way concerned with fully indemnify the Corporation of the Town of Pelham and all their officers, servants and employees from any and all such liability.

2.31 Coordination

The commencement of the contract shall be coordinated with the Town of Pelham personnel to ensure continuous work and cooperation in the planning and execution of the total job to the extent required to ensure the orderly and expeditious progress of the contract.

2.32 Contract Time

The work is to commence when stated and progress without interruption until the job is complete.

2.33 Construction Methods and Forces

The Contractor shall be responsible for the safety, adequacy and efficiency of its plant, equipment, methods of construction and for providing sufficient working forces. Before commencing the work, or any portion thereof, the Contractor shall furnish the owner's authorized representative with full information as to its plans for carrying out the work.

At that time, or at any time during the progress of the work, the owner's representative may, by an order in writing, direct the Contractor to change, increase or improve its plant and equipment, or its methods, or to employ additional men, or to work overtime, or at night, if in his judgment, such action is necessary to: (a) ensure the safety, adequacy, and efficiency of the Contractor's plant and equipment; or (b) ensure the completion of the work, or any part thereof, within the time specified in the Contract. The Contractor shall comply with the written directions of the owner as aforesaid within the period specified in the directions and shall make no additional charge to the Owner therefore.

Neither compliance with such directions, nor the failure of the Owner to issue them shall relieve the Contractor of its obligation to secure the degree of safety, quality or work and the rate of progress required in the opinion of the Owner for the work. The Contractor shall be solely responsible for the carrying out and completion of the work in all respects, and it shall not be allowed to plead any acts, orders, directions, or instructions of the Owner or of any other person whatsoever as authority for any departure from the terms of the contract.

2.34 Safeguarding Persons and the Work

The Contractor shall take all necessary precautions against risks of loss of life or of injury to its employees of the Owner, or to any persons employed about the work, or to visitors or to persons having good and sufficient reasons to be about the work, and to this end, shall properly light and guard the work.

The Contractor shall furthermore take all necessary precautions against damage to property of the Owner located at or adjacent to the site of the work, interference with the work and the loss of theft from the site of the work of materials, tools and supplies whether the property of the Owner or of the Contractor.

2.35 Guarantee

The Contractor guarantees the work to be free of defects and faulty workmanship. The Contractor agrees to make good any defects in the work which may appear within one (1) year after date of the Engineer's certificate of the final acceptance of the work and the Contractor shall not be relieved from this liability by reason of the issue of any Certificate of Acceptance nor any payment under the Contract. Notwithstanding the foregoing, if any statute in force or any section of the Ontario Civil Code creates a more extended liability for faulty materials or workmanship, then the provisions of such statutes or sections of the Civil Code shall apply. The Engineer shall notify the Contractor in writing that repairs or replacements are required under the terms of this paragraph and stipulating that the work is to be commenced and completed within a specified time. All expenses incurred by the Contractor therefore shall be for its account. Should the Owner consider it necessary or advisable to make examination of the work by removing or tearing out some part or parts thereof, then in such case the Contractor shall promptly furnish and pay for all facilities and labour and materials required to make such examinations and satisfactory reconstructions, and the Owner shall not be obligated to reimburse the Contractor for or on account of the Contractor's costs incidental thereto.

2.36 Patents

The Contractor shall be liable for and shall pay all royalties, claims and cost arising from the use, by it, of materials, methods, equipment and plant, any of which may be protected by patents and copyrights and shall indemnify and save harmless the Owner against all loss or damages by reason of such claims.

2.37 Material, Delivery and Storage

The Contractor's material and equipment delivered to the site will be received by the Contractor and stored in the Contractor's Construction Stores or in areas assigned by the Engineer. The Contractor shall be responsible for his material at the location where it has been stored and shall load and transport it to the installation site.

2.38 Construction Lien Act

The Contractor shall be entitled to receive monthly payments at the rate of 90% of the value of the work actually done and materials in place, according to the Engineer's estimate, less all stipulated forfeitures and deductions, including liens received by the Corporation, if any. These payments shall be made on progress certificates, which will be based upon approximate estimates only, and must not be taken or construed as acceptance of the work so estimated, or as an admission that the Corporation is in any way liable to the contractor in respect thereof.

On the substantial performance of the work, as defined in the Construction Lien Act 1983, or as soon thereafter as practicable, upon the application of the contractor, a certificate marked "Substantial Performance Certificate for Payment" at the rate of 90% of the whole amount due under the contract, including extras (less forfeitures and deductions as aforesaid, together with the value of any liens received by the Corporation and the value of any work remaining to be done), will be issued payable to the contractor who shall publish a copy of the Certificate of Substantial Performance of the contract in the Daily Commercial News within 7 days of the receipt of the said Certificate. The contractor shall provide to the Corporation proof of such publication within 7 days of publication.

At the end of the period of guaranteed maintenance (or after 45 days from the completion, if the contract provides for a guaranteed maintenance period, where the contractor has given the bond of a satisfactory guarantee company as security for the due performance of the contract), after the provisions of the contract have been fully complied with, the balance due at the rate of 90% (less forfeitures and deductions as aforesaid) shall be issued and paid to the contractor. When the period of guaranteed maintenance exceeds 1 year from the date of completion, interest at the rate of 4% per annum from the date of completion will be allowed the contractor on the balance due, as estimated by the Engineer, and as shown on the "Substantial Performance Certificate for Payment". All payments to the contractor shall be made out of the funds under

the control of the Corporation in the public capacity except where otherwise noted and no member of the Council of the Corporation is, or is to be held, personally liable or responsible to the contractor under any circumstances whatsoever.

All holdbacks herein provided for shall be paid in accordance with the provisions of The Construction Lien Act, S.O. 1983, Chapter 6.

Where there is a conflict between any of the provisions of the contract documents and The construction Lien Act, S.O. 1983, Chapter 6, the provisions of The Construction Lien Act shall prevail.

2.39 Occupational Health and Safety Act 1978

1. All Works shall be performed in absolute compliance with the Occupational Health and Safety Act 1987 and Regulations for Construction Projects.
2. The Contractor will provide the Owner with a certificate of good standing with the Workmen's Compensation Board of Ontario. An additional certificate will be required upon completion and acceptance of works.

2.40 Sales Taxes

Quotations shall include all Federal and Provincial Sales Taxes.

2.41 Shipping Charges

All shipping charges from the place of manufacture to the Owner's property shall be included in the prices quoted.

2.42 Agreement

These documents when duly executed will comprise the Form of Agreement for this Contract. Delivery time and terms of payment will be stated and will form an essential part of this Agreement.

2.43 Hours of Work

Tenders shall be based on meeting the required completion date on Straight Time during the owner's normal working day, without allowing for Overtime.

SECTION 3 RESPONSIBILITIES OF CONTRACTOR

3.01 Contractor's Understanding

By submitting a bid proposal, it is understood and agreed by the contractor that he has, by careful examination of the site, satisfied himself as to the nature and location of the work, the conformity, the character, quality, and quantity of materials to be used, the character of the equipment and facilities incidental to the completion of the work, the general and local conditions, and any other matters which may in any way affect the work under this contract. The contract shall not be affected or modified by verbal agreement or conversation with any officer, agent, or employee of owner, either before, or after the execution of this contract.

3.02 Materials and Workmanship

Any material specified by name and/or model number in the specifications or on the drawing or detail drawings shall be deemed to be used for the purpose of identifying the materials and insuring the specific use of that material in the construction of the system. No substitutions will be permitted without prior written approval by the owner's representative and the designer or the architect of the system. No substitutions will be considered prior to the contract being signed.

All materials used in the system shall be new and without flaws or defects of any type and shall be the best of their class and kind. All materials shall have a minimum guarantee of one year against material defects or defective workmanship.

If substitution of material is desired by the contractor, sufficient descriptive literature and material samples must be furnished to establish the material as an equal substitute. In addition, the contractor must state his reasons for desiring substitute materials.

All materials and equipment shall be installed in a neat and workmanlike manner following the recommendations of the manufacturers of the materials.

The owner's authorized representative retains the right to order removal or replacement of any items which, in his opinion, do not present a reasonably neat and workmanlike appearance. Any removal and replacing of materials shall be done when directed in writing at no additional expense to the owner.

3.03 Ordinances, Regulations, Codes, Permits and Inspection

A contractor is obligated to follow all regulations, ordinances, and codes governing the type of work he is doing on the job site. Any permits that are needed for the installation or construction of any work included under this contract, which are required by the authorities of jurisdiction, shall be obtained and paid for by the contractor following whatever ordinances, regulations, and codes requiring the permits. If the authorities of the jurisdiction require inspection at said points of the installation, the contractor shall arrange for, and be present at, any such inspections.

Any additional work or furnishing of materials required due to inspection by the authorities of jurisdiction shall be furnished at no cost to the owner.

3.04 Supervision

The contractor shall provide a competent superintendent and any necessary assistants on the project when work is in progress. The superintendent shall not be changed during the project without consent of the owner's representative unless the superintendent ceases his status as an employee of the contractor. The superintendent shall represent the contractor in the contractor's absence, and all directions given to him by the owner's representative shall be binding as if they were given to the contractor.

The contractor's superintendent shall supervise the contractor's employees on the jobsite and be responsible for their actions and conduct on the jobsite.

3.05 Wage Laws, Taxes and Safety Laws

The contractor shall be bound by all existing wage laws, tax laws, insurance laws, and safety laws in the legal jurisdiction in which the site is located. The contractor is held to be an employer in his own right and must provide for his responsibilities as such. All works will be performed in accordance with the Occupational Health and Safety Act 1987 and its subsequent amendments.

3.06 Insurance

Prior to commencement, the contractor shall deposit with the Town, a policy of insurance for public liability and property damages naming the Town of Pelham and Proctor & Redfern Limited, as one of the insured, which is satisfactory to the Town Solicitor and in the amounts not less than:

- ... \$1,000,000.00 for accident to any one person and
- ... \$1,000,000.00 for each additional occurrence and
- ... \$1,000,000.00 for damage to property, indemnifying and saving harmless the Town and Proctor & Redfern Limited from all losses, damages and claims which the Corporation may sustain as a result of any injury or death of persons, or damage to property arising out of or in connection with the work, such policy to remain with the Town until cancellation of the same is authorized by the Town. All premiums in respect to such policy shall be paid by the contractor.

3.07 Guarantees

The work included under this contract shall be guaranteed by the contractor against all defects and malfunctions due to faulty workmanship or defective material, from the date of final acceptance by the owner. Upon being informed by the owner of any defects or malfunctions, the contractor shall effect all necessary repairs and/or replacements in a reasonably expedient manner at no additional cost to the owner.

If the contractor does not respond to the owner's request for repair work within a period of 10 days, the owner may proceed with such necessary repairs and charge the contractor for all expenses incurred in the repair work.

Emergency repairs, when necessary, may be made by the owner without relieving the contractor of his guarantee obligation.

SECTION 4 SITE MAINTENANCE, MATERIAL STORAGE AND CLEAN-UP

4.01 Protection of Work and Property

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with work on this contract. The contractor shall take care to avoid damage to any existing buildings, equipment, piping, pipe coverings, electrical systems, sewers, sidewalks, landscaping, grounds, above ground or underground installations or structures of any kind, and shall be held for any damage that does occur. The contractor shall adequately protect adjacent property as provided by law and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by the Public Authority for local conditions.

4.02 Handling of Materials

The contractor shall be responsible for correct procedures in loading, unloading, stacking, transporting and handling all materials to be used in the system. The contractor shall avoid rough handling which would affect the useful life and shall be handled in accordance with the manufacturer's recommendations on loading and unloading and storage.

4.03 Cleaning Premises

The contractor shall continuously keep a neat and orderly area in which he is installing the system. Disposal of rubbish and waste material resulting from the installation shall be continual. Upon completion of the system, the contractor shall remove from the owner's property, at his own expense, all temporary structures, rubbish and waste materials resulting from the installation of said system.

ACCEPTANCE OF TENDERS

Acceptance

CONTRACT BOND

TOWN OF PELHAM
DRAPER'S CREEK RECONSTRUCTION
QUOTATION FOR THE REGRADING
AND RIP-RAPING OF DRAPER'S CREEK

SPECIFICATIONS

1.0 CONTRACT ITEMS

1.1 Section A - Excavation

A. Item A.01 - Clearing and Grubbing

The lump sum price bid shall include the clearing of and removal from the site all boulders, trees (as designated by the Engineer) and stumps.

B. Item A.02 and A.03 - Earth Excavation

The unit price bid shall include the supply of all labour and equipment to excavate, grade and haul the excavated material to an approved site and to fill the existing creek bed as indicated on the drawings.

1.2 Section B - Removals

Item B.01 and B.02 - Removal of Existing Structures

The lump sum price bid shall include all labour and equipment to dismantle and haul these wood structures to an approved site.

1.3 Surface Treatments

Item 0.01 - Rip-Rap

The unit price bid shall include supply of materials, labour and equipment to perform the following work:

- lay filter fabric (270R) as specified with overlap and pegged at the bottom and the top at 5 metre intervals and at all joints,
- 150 mm size rip rap over the geotextile fabric, all as shown on Drawing No. A1-91605 (03)-P1 and A1-91605 (03)-L1.

Place rip-rap in accordance with OPSS 511. Large cavities between stones shall be chinked with spalls to prevent rolling of rip-rap.

Item C.02 - Seed and Mulch

The unit price bid shall include the supply of all materials, labour and equipment for seeding and mulching areas of the side-slopes not covered by rip-rap as shown on the drawings.

Primary seed shall have the following composition:

| | |
|---------------------|-----|
| Creeping Red Fescue | 55% |
| Canada Blue Grass | 25% |
| Perennial Rye Grass | 12% |
| Red Top | 5% |
| White Clover | 3% |

1.4 Section D - Provisional Items

Item D.01

All bidders are to include in their TOTAL TENDER, THE ALLOWANCE FOR CONTINGENCIES IN THE AMOUNT SHOWN IN THE FORM OF TENDER.

No part of this sum shall be expended without the written direction of the Engineer, any part not so expended shall be deducted from the Contract Price.

1.5 Restoration

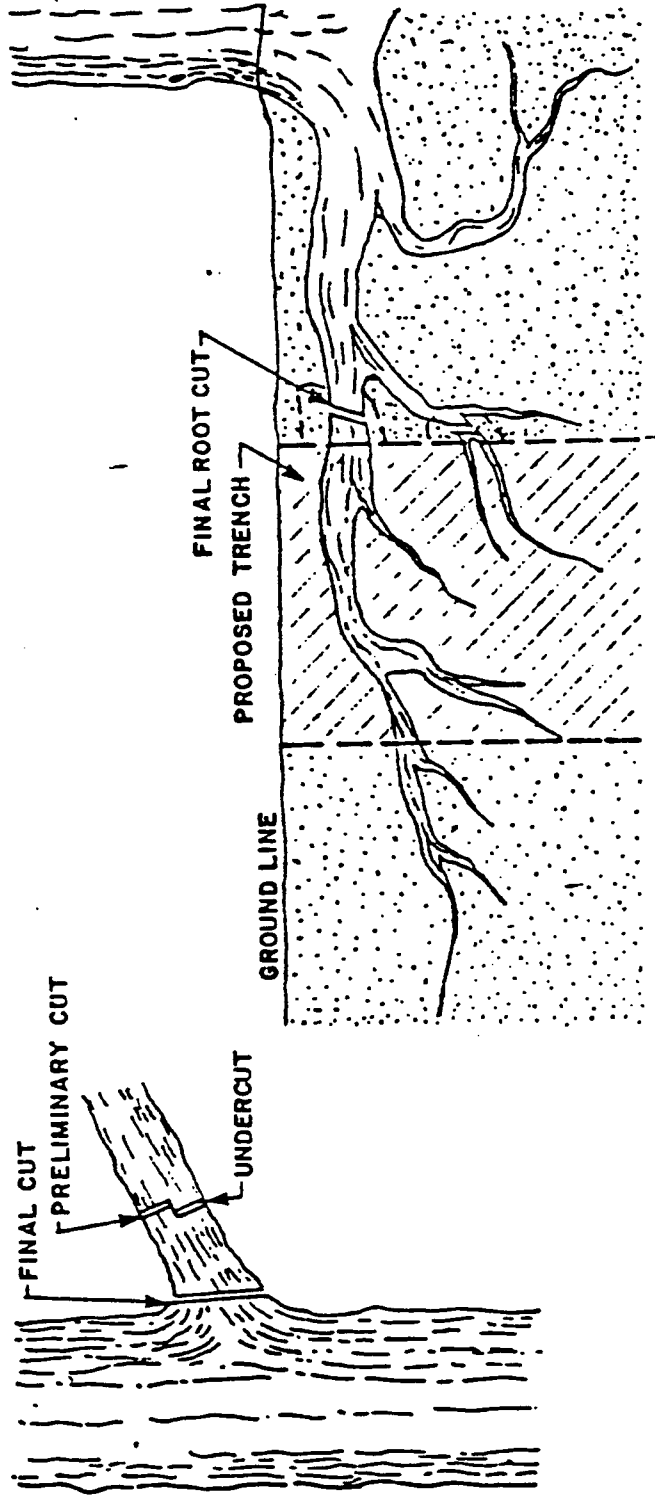
All disturbed areas to be graded to original profiles and seeded.

LIST OF DRAWINGS

| Drawing No. | Description |
|--------------------|---|
| A1-91605(03)-P1 | Draper's Creek Reconstruction Quaker Road South to Draper's Creek Retention Pond |
| A1-91605(03)-L1 | Draper's Creek Reconstruction Sections |

LIST OF STANDARD DETAIL DRAWINGS

| | |
|----------------|--|
| E-91605(03)-L2 | Removal and Treatment of Tree Branches and Roots |
|----------------|--|



1. ALL FINAL CUTS SHALL BE MADE FLUSH WITH THE REMAINING LIMB OR TRUNK.
2. ALL CUTS SHALL BE PAINTED WITH A SUITABLE WOUND DRESSING.
3. FINAL CUTS ON LIMBS WHICH ARE TOO LARGE TO HOLD WITH THE HAND SHALL BE PRECEDED BY PRELIMINARY CUT FROM 300 mm TO 600 mm BEYOND THE FINAL CUT. SUCH PRELIMINARY CUTS SHALL INCLUDE AN UNDERCUT TO PREVENT STRIPPING OF THE BARK.
4. ALL ROOTS 40 mm AND OVER SHOULD HAVE ANY SHATTERED ENDS CUT BACK TO SOUND WOOD AND TREE WOUND DRESSING APPLIED TO THE WOUND.

ALL DIMENSIONS ARE IN MILLIMETRES.

REMOVAL AND TREATMENT OF TREE BRANCHES AND ROOTS.

TOWN OF PELHAM

**DRAPER'S CREEK RECONSTRUCTION
QUOTATION FOR THE REGRADING AND RIP-RAPING
OF DRAPER'S CREEK**

FORM OF QUOTATION

We declare that we are of lawful age and the only persons interested in this tender.

We further declare this tender is made without any connection, knowledge, comparison or figures or arrangements with any other person or persons bidding for the same work, and is in all respects fair and without collusion or fraud.

We have satisfied ourselves as to the location as well as the specifications and subject to the conditions therein, do hereby tender and offer to perform the work as specified, for the amount stated, **ALL TAXES INCLUDED.**

If this Tender is accepted, we agree to furnish the Corporation within SEVEN (7) days after being informed by the Corporation of the acceptance of the contract, with a **CONTRACT BOND**, payable to the Town of Pelham as described in the specifications, forming part of this contract.

We do hereby, offer to perform the works as specified, the supply of all labour, materials, plant and all things necessary for the regrading and rip-raping of Draper's Creek, for the:

TOTAL TENDERED PRICE OF: \$ 30,519.00

Thirty Thousand, Five Hundred and Nineteen-----xx/100 DOLLARS
(including G.S.T.)

(Amount to be Written)

START DATE: within 2 weeks after notification

COMPLETION TIME: 2 - 3 **WEEKS**


**THE CONTRACTOR MUST COMPLETE ALL WORKS AND CLEAR THE SITE NO LATER
THAN SEPTEMBER 30, 1991.**

SUBMITTED BY: Stephens and Rankin Inc.
COMPANY NAME

ADDRESS: 222 Martindale Road, P.O. Box 1116, St. Catharines, Ontario

POSTAL CODE: L2R 7A3 TELEPHONE: 416-684-1111

DATE: AUG. 2, 1991

SIGNED:  (AUTHORIZED OFFICIAL)
THOMAS A. RANKIN, PRESIDENT.

WITNESS: Brian Rankin
BRIAN RANKIN

N.B. PLEASE TYPE NAME OF OFFICIAL AND WITNESS BY SIGNATURES.
PLEASE RETURN ONE (1) SIGNED COPY OF THE FORM OF TENDER

DRAPERS CREEK RECONSTRUCTION

SCHEDULE OF QUANTITIES

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|--------------------------|--|--------------------|------|-------------------|-------------|
| SECTION 'A' - EXCAVATION | | | | | |
| A.01 | Clearing and grubbing | | | Lump Sum | \$150.00 |
| A.02 | Earth excavation including hauling to an approved site, and hauling, spreading and grading material to fill existing creek bed and banks (estimated quantity to cut 310 cu. m, to fill 40 cu. m) | 135.0 | m | \$32.00 | \$4,320.00 |
| | | | | TOTAL SECTION 'A' | \$4,470.00 |

DRAPERS CREEK RECONSTRUCTION

SCHEDULE OF QUANTITIES

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|------------------------|--|-----------------------|------|-------------|-------------|
| SECTION 'B' - REMOVALS | | | | | |
| B.01 | Remove existing bridge including hauling to an approved site | | | Lump Sum | \$50.00 |
| B.02 | Remove existing retaining wall to 400 mm below new side slope grade including hauling to an approved site | | | Lump Sum | \$50.00 |
| | | | | TOTAL | \$100.00 |
| | | | | SECTION 'B' | |

DRAPERS CREEK RECONSTRUCTION

SCHEDULE OF QUANTITIES

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|----------------------------------|--|-----------------------|-------|------------|-------------|
| SECTION 'C' - SURFACE TREATMENTS | | | | | |
| C.01 | Provide rip-rap including 270-R filter fabric as shown on drawings | 650.0 | sq. m | \$28.50 | \$18,525.00 |
| C.02 | Seed and mulch areas shown on the drawings and from top of the rip-rap to top of slope | 480.0 | sq. m | \$3.80 | \$1,824.00 |
| TOTAL | | | | | \$20,349.00 |
| SECTION 'C' | | | | | |

DRAPERS CREEK RECONSTRUCTION

SCHEDULE OF QUANTITIES

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|---------------------------------|---|--------------------|------|-------------|-------------|
| SECTION 'D' - PROVISIONAL ITEMS | | | | | |
| D.01 | Provide twin 2130 x 1400 mm CSPA (3.5 mm thickness) in location of existing bridge, OPSD-801.01, 802.02 | 6.0 | m | \$600.00 | \$3,600.00 |
| D.02 | Contingency Allowance | | | Allow | \$2,000.00 |
| | | | | TOTAL | \$5,600.00 |
| | | | | SECTION 'D' | |

DRAPERS CREEK RECONSTRUCTION

SCHEDULE OF QUANTITIES

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|-------------|----------------------------------|-----------------------|------|------------|-------------|
| ===== | | | | | |
| SUMMARY | | | | | |
| ----- | | | | | |
| | SECTION 'A' - EXCAVATION | | | | \$4,470.00 |
| | SECTION 'B' - REMOVALS | | | | \$100.00 |
| | SECTION 'C' - SURFACE TREATMENTS | | | | \$20,349.00 |
| | SECTION 'D' - PROVISIONAL ITEMS | | | | \$5,600.00 |
| | | | | | ----- |
| | | TOTAL | | | \$30,519.00 |
| | | CONTRACT | | | ===== |

Proctor & Redfern Limited
Project EO 91605 (03)
Contract No.

For the Regrading and Rip-Rapping of
Draper's Creek
Town of Pelham

AGREEMENT

This Agreement made in triplicate this day of 19 , between

Stephens and Rankin Inc. hereinafter called "The Contractor",
AND
Town of Pelham hereinafter called "The Owner"

WITNESSETH, that the Contractor agrees with the Owner to perform all the Work in accordance with the Contract Documents referred to in the tender of the Contractor dated the 10th day of July, 1991 (which shall be deemed to form part of this Contract) to the satisfaction of the Engineer for the total contract price of \$30,519.00 which Contract Documents are attached hereto and which are hereby expressly made part of this Contract.

The Owner hereby agrees with the Contractor, that in consideration of the Work being performed by the Contractor as specified, the Owner shall pay the Contractor for said Work in accordance with the prices set out in the Form of Tender attached hereto, and in accordance with the provisions set out in the attached Contract Documents.

Time shall be deemed the essence of this Contract.

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 in the presence of:

OWNER

Town of Pelham

Name



Signed

M. COLLINS - MAYOR

Name and Title



Signed

M. HACKETT C.I.A.O. / CLERK

Name and Title

Witness

Name and Title

CONTRACTOR

Stephens and Rankin Inc.

Name

X 

Signed


THOMAS RANKIN, PRESIDENT

Name and Title

Signed

Name and Title

Witness


BRIAN RANKIN, EST. COORDINATOR

Name and Title