

THE CONSTRUCTION OF SIDEWALKS
ON HAIST ROAD SOUTH IN THE
TOWN OF PELHAM

Project EO 73104 Sept. 1973

A D D E N D U M N O. 1

This Addendum shall form part of the Contract Documents. The Tenderer shall insert the Addendum behind the cover page of the Contract Documents. The Tenderer shall include in his bid price all extra costs incurred to this Addendum.

REFER TO SECTION 1A PART 1.02 - ADD THE FOLLOWING CLAUSE:

- D. The cost of removing any asphalt driveways to construct the sidewalk in the location shown on the engineering drawings shall be included in the unit rates in the Form of Tender.

C O N T R A C T D O C U M E N T S

THE CONSTRUCTION OF SIDEWALKS
ON HAIST ROAD SOUTH IN THE
TOWN OF PELHAM

Project EO 73104 Sept. 1973

PROCTOR AND REDFERN LIMITED
Consulting Engineers.

75 Eglinton Avenue East
Toronto, Ontario
M4P 1H3

39 Queen Street
St. Catharines, Ontario
L2R 5G6

GKS
/to

THE CONSTRUCTION OF SIDEWALKS
ON HAIST ROAD SOUTH IN THE
TOWN OF PELHAM

LIST OF CONTRACT DOCUMENTS

The following shall form the Contract Documents

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DRAWINGS

B-70289-P1 Haist Street - Proposed Concrete Sidewalk

Town of Pelham Standard Drawing

R-4 Concrete Sidewalk

TENDERING INFORMATION

TI.01 DELIVERY AND OPENING OF TENDERS

- A. Sealed tenders, marked with the name of the project, will be received by:

Mr. L.C. Hunt,
Clerk-Treasurer,
Town of Pelham,
43 South Pelham Street,
P.O. Box 400,
Fonthill, Ontario.

Up to noon Local Time - Monday, September 10th, 1973.

- B. The Tenders will be opened publicly as soon after closing time as possible.
- C. Tenders shall be made on the Form of Tender which shall not be detached from the other documents.

TI.02 DISCREPANCIES

- A. If a Tenderer finds discrepancies in, or omissions from the Contract Documents, or if he is in doubt as to their meaning, he shall notify the Engineer, who may issue a written addendum. Neither the Owner nor the Engineer will make oral interpretations of the meaning of the Contract Documents.
- B. Addenda issued during the tendering period shall be allowed for by the Tenderer.

TI.03 EXAMINATION OF SITE

- A. The Tenderer shall visit the site of the work before submitting his tender and shall, by personal examination, satisfy himself as to the local conditions that may be encountered during construction of the work. He shall make his own estimate of the facilities and difficulties that may be encountered and the nature of the subsurface materials and conditions.
- B. He shall not claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

TI.04 TENDER DEPOSIT

- A. The tender shall be accompanied by a certified

cheque payable to the Owner in the amount of \$100.00.

Cheques of unsuccessful tenderers will be returned not later than two weeks following the contract award.

The tender deposit of the successful tenderer will be returned with the first progress certificate.

TI.05 ACCEPTANCE OF TENDERS

- A. The lowest or any tender need not necessarily be accepted, by the Owner.

TI.06 GUARANTEE

- A. The Contractor shall guarantee that the material and work shall, for a period of twelve (12) months from the acceptance date, remain in such condition as will meet with the Engineer's approval, and that he will make good in a permanent manner, satisfactory to the Engineer, any imperfections due to materials or workmanship used in the construction, and any damage caused by such imperfections. The decision of the Engineer shall be final as to the nature and cause of such imperfections and the necessity for remedying them.

Should the Contractor fail to comply with the directions of the Engineer, the Engineer may, after giving the Contractor forty-eight (48) hours written notice, perform the necessary work, and the cost may be deducted or collected by the Owner as provided in the Contract.

- B. Notwithstanding the provisions of Subsection A. of this clause the Engineer may, in cases of danger or public safety, make such immediate arrangements for repair as he sees fit, and the Engineer will inform the Contractor of such action. The cost of such emergency work shall be borne by the Contractor.
- C. If the Engineer notifies the Contractor, in writing, of imperfections prior to the termination of the guarantee period, the Contractor shall make good the imperfections as required in Subsection A. above, notwithstanding that such work of making good may commence after or extend beyond the end of the guarantee period.

TI.07 INSURANCE

The Contractor shall insure and maintain insurance against liability for bodily injury and property

damage that may arise with respect to the work being performed under the Contract, such insurance shall:

- A. Be in the joint names of the Owner, the Contractor, the Subcontractors, and the Engineer, and
- B. Include coverage for:
 - 1. Contractual liability, and
 - 2. Cross liability, and
 - 3. Contingent employer's liability, and
 - 4. Completed operations liability, and
 - 5. Non-owned automobile liability, and
- C. Have an inclusive limit at least equal to \$500,000.00 unless otherwise specified, and
- D. Remain in force until the issue by the Engineer of the final payment certificate, except that completed operations liability shall remain in force for the duration of the guarantee period.

TI.08 AUTOMOBILE INSURANCE

- A. The Contractor shall insure and maintain insurance against liability for bodily injury and property damage caused by automobiles owned by the Contractor and used on the work. Such insurance shall have an inclusive limit at least equal to \$500,000.00. An automobile shall be as defined in the Highway Traffic Act.

TI.09 INSURANCE POLICIES

- A. When the successful tenderer is notified that his tender has been accepted, he shall deposit with the Owner either copies of liability and automobile insurances, or insurance certificates.
- B. Insurance policies shall stay in force and not be amended, cancelled or allowed to lapse without thirty (30) days' prior notice.
- C. The Contractor shall deposit certificates with the Owner indicating that the Contractor has paid assessments under the Workmen's Compensation Act.

TI.10 INSURANCE CLAIMS

- A. Claims or alleged claims received by the Contractor shall be dealt with immediately by the Contractor. If a claim is settled to the satisfaction of the claimant, the Contractor shall submit to the Engineer a copy of the claimant's release.
- B. If a claim or alleged claim is rejected by the Contractor and/or his insurance company, the Contractor shall report this fact to the Engineer.
- C. Should 30 days elapse after the claim or alleged claim has been received by the Contractor, and the Contractor is not able to report settlement or rejection of the claim, he shall report to the Engineer the steps being taken with respect to the claim.

TI.11 PAYMENTS

- A. As well as monies held back as required by Provincial Statutes, the Owner will retain 5 percent of the value of the work done for a period of one year from the acceptance date.

FORM OF TENDER

FT.01 TENDER PRICE

1. Offer by: NAME - A.KOSTECKY CONTRACTING LTD.

ADDRESS - 4 Dunlop Drive, St. Catharines

DATE - September 10th, 1973

2. To The Corporation of the Town of Pelham.

- A. We, the undersigned, having examined the site of the work, having carefully investigated the conditions pertaining to the work, and having secured all the information necessary to enable us to submit a bona fide tender, and having inspected all the Contract Documents, hereby agree to enter into a contract and to perform all the work in a good and workmanlike manner in accordance with the Contract Documents to the satisfaction of the Engineer for the total tender price of: FIVE THOUSAND, EIGHT HUNDRED AND SIXTEEN -----

-----00
00 Dollars (\$5,816.00)

FT.02 CONTINGENCIES AND ALLOWANCES

- A. We agree that the tender price includes the contingency sum of \$1,000.00 and that no part of this sum shall be expended without the written direction of the Engineer, and any part not so expended shall be deducted from the tender price.

FT.03 QUANTITIES

- A. The tender price is compiled from the Schedule of Tender Prices included hereinafter. The quantities in the Schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the work at the prices in the Schedule.
- B. The Owner reserves the right to decrease the quantities shown in the Form of Tender.

FT.04 ADDITIONS AND DEDUCTIONS

- A. We agree that the valuation of additions to, and deductions from, the contract shall be made as follows:

1. The prices in the Schedule of Tender Prices shall apply where appropriate.
2. If the prices in the Schedule of Tender Prices are not appropriate, the prices in the Table of Prices shall apply where appropriate.
3. If the prices in Subsections 1 and 2 are not appropriate, valuation will be made by one of the following methods:
 - (A) The Engineer may ask the Contractor for a quotation for the proposed work.
 - (B) If the quotation referred to in (A) above is not accepted by the Engineer, the actual cost of the work will be determined as the total of only the following:
 - (1) Actual cost of labour, including such items as Workmen's Compensation and Unemployment Insurance.
 - (2) Actual cost of materials to be incorporated into the work, including such items as freight and taxes.
 - (3) For work done by the Contractor, an amount equal to 15 percent of the totals from Subsections (1) and (2) above, which shall constitute overhead and profit of the Contractor.
 - (4) For work done by sub-contractors, an amount equal to 20 percent of the totals from Subsections (1) and (2) above, which shall constitute overhead and profit of the Contractor and Sub-Contractors.
 - (5) Rental of equipment and plant having a new value greater than \$300.00. Rental rates shall be as set out in the current edition of the Ministry of Transportation and Communications Form 527.
4. Whenever extra work is being performed under Subsection 3(B) above, we agree to submit daily reports in writing, indicating the total chargeable costs incurred for the day. Valuation of the extra work being so performed will be made only on the basis of the approved daily reports.

FT.05 ADDENDA

- A. We agree that we have received Addenda 1 to 1 inclusive, and the tender price includes the provisions set out in such Addenda.

FT.06 COMPLETION

- A. We agree to commence work as specified, to proceed continuously to the completion and to complete all work within 1 week from the date of issue of the written order to start work.

FT.07 SCHEDULE OF TENDER PRICES

This Schedule is referred to in Clause FT.03 above.

Item No.	Description	Unit	Quantity	Unit Price	TOTAL
1.	Construct 4 inch thick 4000 p.s.i. concrete sidewalk on existing granular footpath including expansion joints, as shown on Town of Pelham Standard Drawing R-4	Sq.Ft.	5,000	\$ 0.85	\$ 4,250.00
2.	Construct 6 inch thick 4000 p.s.i. concrete sidewalk on existing granular footpath opposite driveways including expansion joints, as shown on Town of Pelham Standard Drawing R-4	Sq.Ft.	200	\$ 1.08	\$ 216.00
3.	Supply and place nursery sod including topsoil and fertilizer	Sq.Yd.	200	\$ 1.20	\$ 240.00
4.	Supply and place HL3 to blend existing asphalt driveways	Ton	5	\$ 22.00	\$ 110.00
5.	Contingency Allowance				\$ 1,000.00
TOTAL CONTRACT PRICE BID					\$ 5,816.00

SECTION 1A - GENERAL

PART 1 - GENERAL

Part 1.01 Description of Work

- A. This Contract is for the construction of concrete sidewalk on the existing granular footpath on Haist Road South from Pancake Lane to the H.K. Wigg School in the Town of Pelham.

Part 1.02 Basis of Payment

- A. Payment for sidewalk will be made at the unit prices in the Schedule of Tender Prices.
- B. The cost of scarifying and regrading the existing granular footpath so the grade of the proposed sidewalk will blend with existing conditions will also be included in the unit rates for sidewalk.
- C. Should the proposed sidewalk grade conflict with the existing private concrete sidewalks, the Contractor shall remove and reconstruct the private walks to suit the proposed grades up to 10 feet on private property. The cost of this work will be included in the unit rates in the Form of Tender. This may include the cost of forming steps.

Part 1.03 Line and Grade

- A. Line and grade, blending with existing driveways, shall be set by the Engineer.

PART 2 - PRODUCTS

Part 2.01 Tests

- A. Where required by the Engineer, the Contractor shall supply certified copies of all tests upon all materials to be used in the construction of the works, indicating that the materials comply with the specifications. Such tests shall be made by an approved testing laboratory and shall be at the Contractor's expense.

Part 2.02 Concrete

- A. All concrete shall be 4,000 p.s.i., air entrained conforming to M.T.C. Form 9.

PART 2 - PRODUCTS (Cont'd)

Part 2.03 Sod

- A. All sod shall be No. 1 nursery sod.

Part 2.04 Asphalt

- A. All asphalt shall be HL3 conforming to M.T.C. Form 310.

PART 3 - EXECUTION

Part 3.01

- All concrete shall be placed according to M.T.C. Form 9.