

## **CONTRACT DOCUMENTS**

**Title: Centennial Park, Phase 1 – Playing Field  
Extension**

**Location: Pelham**

**Project No.: 2004-03**

**Prepared for:**

Town of Pelham  
PO Box 400  
Fonthill, Ontario  
L0S 1E0

**Prepared by:**

Earth Tech Canada  
80 King Street, Corbloc Building  
2<sup>nd</sup> Floor  
St. Catharines, Ontario  
L2R 7G1

**January 2004**

CENTENNIAL PARK, PHASE 1 – PLAYING FIELD EXTENSION  
TOWN OF PELHAM

ADDENDUM NO. 1

**I DIRECTIVE**

This Addendum shall form an integral part of the plans and specifications for the above project and shall be read in conjunction therewith. This Addendum shall, however, take precedence over all requirements of the previously issued drawings and specifications with which it may prove to be at variance, unless otherwise clarified by the Engineer.

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

**II REVISIONS**

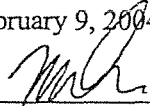
1. Special Provisions – Supplementary Special Provisions

Add the following phrase to clause number 4 Granular Access Road/Parking Area and clause number 5 Temporary Access Road:

Granular material is to be limestone based.

Date Issued: February 9, 2004

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

  
Kelly Walsh, P.Eng.  
Project Manager

**THE TENDERER SHALL ADJUST HIS BID PRICE ACCORDING TO THE  
CHANGES SPECIFIED IN THIS ADDENDUM.**

Tender's Signature: \_\_\_\_\_



Date: \_\_\_\_\_

FEBRUARY 16, 2004

EO 74268

CENTENNIAL PARK, PHASE 1 - PLAYING FIELD EXTENSION  
TOWN OF PELHAM

ADDENDUM NO. 2

I DIRECTIVE

This Addendum shall form an integral part of the plans and specifications for the above project and shall be read in conjunction therewith. This Addendum shall, however, take precedence over all requirements of the previously issued drawings and specifications with which it may prove to be at variance, unless otherwise clarified by the Engineer.

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

II REVISIONS

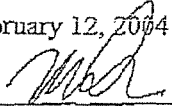
1. Form of Tender, Page 7, Section D - Electrical, Item 4.01:

For this item, carry an allowance of \$ 0.

Actual payment will be for costs incurred through the local hydro authority plus 5% overhead plus 10% profit margin.

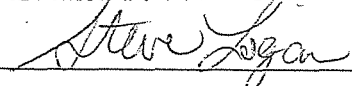
Date Issued: February 12, 2004

Signature:

  
Kelly Walsh, P.Eng.  
Project Manager

THE TENDERER SHALL ADJUST HIS BID PRICE ACCORDING TO THE  
CHANGES SPECIFIED IN THIS ADDENDUM.

Tender's Signature:



Date:

FEBRUARY 16, 2004

EO 74268

CENTENNIAL PARK, PHASE 1 - PLAYING FIELD EXTENSION  
TOWN OF PELHAM

ADDENDUM NO. 3

I DIRECTIVE

This Addendum shall form an integral part of the plans and specifications for the above project and shall be read in conjunction therewith. This Addendum shall, however, take precedence over all requirements of the previously issued drawings and specifications with which it may prove to be at variance, unless otherwise clarified by the Engineer.

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

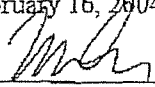
II REVISIONS

1. Form of Tender, Page FT - 7 - REV . 5, 2001-03:

Replace the tender summary in the original document with the attached page

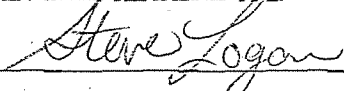
Date Issued: February 16, 2004

Signature:

  
\_\_\_\_\_  
Kelly Walsh, P.Eng.  
Project Manager

THE TENDERER SHALL ADJUST HIS BID PRICE ACCORDING TO THE  
CHANGES SPECIFIED IN THIS ADDENDUM.

Tender's Signature:

  
\_\_\_\_\_

Date:

FEBRUARY 16, 2004

P:\eol2004\pn over 70973\74268 - Centennial Sports Park\Addendum3.doc

**Title: Centennial Park, Phase 1 – Playing Field Extension**

**Location: Pelham**

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(Refer to Niagara Peninsula Standard Contract Documents)

OPS General Conditions of Contract (Refer to Niagara Peninsula Standard Contract Documents)

## **SPECIAL INSTRUCTIONS TO BIDDERS**

## **SPECIAL INSTRUCTIONS TO BIDDERS**

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**Title: Centennial Park, Phase 1 – Playing Field Extension**

**Location: Pelham**

**SPECIAL INSTRUCTIONS TO BIDDERS**

**1. Named Parties**

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

Owner: Town of Pelham

Engineer: Earth Tech Canada Inc., St. Catharines, Ontario

Contract Administrator: Kelly M. Walsh, P. Eng., Earth Tech Canada Inc.

Inspector: Earth Tech Canada Inc.

Contact for Enquiries: Mr. Jamie Hodge	or	Mr. Kelly Walsh
Town of Pelham		Earth Tech Canada Inc.

Telephone No.:	(905) 892-2607	(905) 688-4272
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Fax No.	(905) 892-5055	(905) 688-5812
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**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: Ms. Cheryl Miclette

Title: Town Clerk

Address: Town of Pelham  
PO Box 400  
Fonthill, Ontario  
L0S 1E0



**By the following time:**

Time: 2:00 p.m. (local time)

Date: February 16, 2004

(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.

(c) Tenders shall be submitted in the two envelopes, 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 \$ 10,000.

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 later the same day that tenders close.

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.).

**3. Estimated Tender Price**

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

Estimated Tender Price ..... \$ 600,000.00

**4. Tender Award**

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

- The Town of Pelham Council

Tentatively, construction may commence, but is not guaranteed, by March 22, 2004

**5. Provisional Items**

The Contract Documents and Form of Tender contain items for provisional works. The works may be added to the contract at the prices specified in the Form of Tender at any time after budgetary considerations by the Town of Pelham.

**6. Maintenance Holdback**

The following maintenance holdback will apply to this contract:

10% Construction Lien Act  
4% Maintenance Holdback

**7. Completion Date**

The project must be complete in its entirety by May 28, 2004. Sod must be placed by May 15, 2004.

**8. Liquidated Damages**

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

In addition liquidated damages of two hundred and fifty dollars (\$250.00) per day will be assessed against the failure to have sod in place by May 15, 2004.

**9. Additional Insured**

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

Town of Pelham  
Earth Tech Canada Inc.

# **INSTRUCTIONS TO BIDDERS**

**(Refer to Niagara Peninsula Standard Contract Documents)**



## **FORM OF TENDER**

Title: Centennial Park, Phase 1 – Playing Fields Extension

Location: Pelham

**FORM OF TENDER**

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

**DOCUMENTS  
INCLUDED  
IN CONTRACT**

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

and have carefully examined the site and location of the work to be done under this contract. We, the undersigned Contractor(s), understand and accept the said drawings and 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 FOUR HUNDRED AND FORTY-TWO THOUSAND NINE HUNDRED AND

( \$ ~~442,986.00~~ ) excluding G.S.T.

448,986.00

EIGHTY-SIX — <sup>14</sup>/<sub>100</sub> DOLLARS  
DB.

We acknowledge that we have received Addendum/Addenda No. 3 inclusive\*, and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

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

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 60 (sixty) calendar days of closing date, accept this tender without notice, whether any tender has been previously accepted or not.

\* to be filled in by Tenderer.

OFFERED ON BEHALF  
OF THE CONTRACTOR

Steve Logan  
Signature

\_\_\_\_\_  
Signature

HARD-ROCK CONSTRUCTION INC.  
Company Name  
198 WELLAND STREET  
PORT COLBORNE, ONTARIO L3K 5V8  
Address

Maan  
Witness

FEBRUARY 16, 2004  
Date

**ADDENDA**

**COMMENCEMENT  
AND  
COMPLETION**

**TENDER IS  
OPEN TO  
ACCEPTANCE &  
IRREVOCABLE**

Insert Workman's  
Safety Insurance Board  
Account No.

1583476

Contractor's Seal

Maan  
Witness

**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.

TOWN OF PELHAM  
PUBLIC WORKS DEPARTMENT  
CENTENNIAL PARK, Phase 1 - Playing Field Extension  
Project 2004-03

Item	Spec. No.	Description	Est. Quantity	Unit	Unit Price	Amount
<b>SECTION A - GENERAL ITEMS</b>						
1.01	A1	Bonding	1.0	L.S.		\$ 4,500.00
1.02	A4	Construction Layout	1.0	L.S.		\$ 6800.00
1.03	A5	Clearing and Grubbing	17,000.0	m <sup>2</sup>	\$ 1.00	\$ 17,000.00
1.04	A7	Install, Maintain and Remove Temporary Silt Fences	1.0	L.S.		\$ 2,000.00
<b>SECTION B - ROADS &amp; EARTHWORKS</b>						
2.01	B2 SP	Earth Work (soccer field, parking lot, granular road and ditches)	1.0	LS		55,000.00 <i>HL</i> <del>\$ 63,000.00</del>
2.02	B3	Granular Materials				
	a)	Granular 'M'	335.00	t	\$ 24.00	\$ 8,040.00
	b)	Granular 'A'	2,415.00	t	\$ 16.00	\$ 38,640.00
	c)	Granular 'B'	1,000.00	t	\$ 13.00	\$ 13,000.00
	d)	Clear Stone	125.00	t	\$ 14.00	\$ 1,750.00
2.03	B6 SP	Subdrain				
	a)	100 mm (Soccer Field)	1,070.0	m	\$ 14.00	\$ 14,980.00
	b)	150 mm (Roadway)	335.0	m	\$ 9.00	\$ 3,015.00
2.04	B19	Grade Ditches/Swales	643.0	m	\$ 14.00	\$ 9,002.00
2.05	SP	Topsoil				
	a)	150 mm deep in soccer field	6,600.0	m <sup>2</sup>	\$ 4.60	\$ 30,360.00
	b)	50 mm deep sand in soccer field	6,600.0	m <sup>2</sup>	\$ 2.20	\$ 14,520.00
	c)	50 mm in other areas	6,000.0	m <sup>2</sup>	\$ 1.65	\$ 9,900.00
2.06	B21 SP	Sod	7,420.0	m <sup>2</sup>	\$ 2.30	\$ 17,066.00
2.07	B22	Seed	6,000.0	m <sup>2</sup>	\$ 0.45	\$ 2,700.00



**TOWN OF PELHAM**  
**PUBLIC WORKS DEPARTMENT**  
**CENTENNIAL PARK, Phase 1 - Playing Field Extension**  
**Project 2004-03**

Item	Spec. No.	Description	Est. Quantity	Unit	Unit Price	Amount
<b>SECTION C - SPRINKLER SYSTEM</b>						
3.01	D1	100mm PVC Class 150 watermain	103.0	m	\$ 53.00	\$ 5,974.00
3.04	SP	Sprinkler System				
		a) 50 mm dia. PE Pipe	250.0	m	\$ 8.00	\$ 2,000.00
		b) 50 mm Valves	1.0	L.S.		\$ 1,400.00
		c) Controller	1.0	L.S.		\$ 750.00
		d) Heads	1.0	L.S.		\$ 2,600.00
		e) Electrical Works for Sprinkler System	1.0	L.S.		\$ 1,000.00
3.03	D2	100 mm Gate Valve	1.0	ea.	\$ 835.00	\$ 835.00
<b>SECTION D - ELECTRICAL</b>						
4.01		Primary Service, Transformer, & Precast Pad	1.0	L.S.	0.00	\$ 0.00
4.02	SP	Soccer Field Lighting and Apputenances	1.0	L.S.		\$ 40,500.00
4.03	SP	Lighting Poles	1.0	L.S.		\$ 18,000.00
4.04	SP	Control Panels	1.0	L.S.		\$ 7,580.00
4.05	SP	Secondary Wiring and Conduit	1.0	L.S.		\$ 9,700.00
<b>SECTION E - MISCELLANEOUS</b>						
5.02	SP	Soccer Posts	1.0	L.S.		\$ 4150.00
5.03	SP	Galvanized Steel Fence b) 1.8 m High	412.0	m	\$ 41.00	\$ 16,892.00
<b>TOTAL TENDER PRICE</b>						\$ 364,654.00

TOWN OF PELHAM  
PUBLIC WORKS DEPARTMENT  
CENTENNIAL PARK, Phase 1 - Playing Field Extension  
Project 2004-03

Item	Spec. No.	Description	Est. Quantity	Unit	Unit Price	Amount
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**SECTION F - PROVISIONAL ITEMS**

(provide price, but do not include in total tender price)

**Sewers**

6.01	B3	Granular " A "	475.0	t	\$ 11.80	\$ 5605.00
6.03	B14	HL3 HS (40 mm depth)	1.0	t	\$ 200.00	\$ 200.00
		HL8 HS (50 mm depth)	25.0	t	\$ 120.00	\$ 3000.00
6.04	C1	a) 250mm diameter PVC DR 35 Sanitary Sewer	280.0	m	\$ 83.00	\$ 23,240.00
6.05	C6	1200mm diameter Precast Concrete Manhole	3.0	ea	\$ 3825.00	\$ 11,475.00

**Watermain**

6.07	B3	Granular " A "	500.0	t	\$ 11.80	\$ 5900.00
6.08	B14	HL3 HS (40 mm depth)	3.0	t	\$ 200.00	\$ 600.00
		HL8 HS (50 mm depth)	25.0	t	\$ 120.00	\$ 3000.00
6.09	D1	150mm PVC Class 150 watermain	280.0	m	\$ 62.00	\$ 17360.00
6.10	D1	100mm PVC Class 100 watermain	136.0	m	\$ 57.00	\$ 7752.00
6.11	D3	Hydrant set	1.0	ea	\$ 3325.00	\$ 3325.00
6.12	D2	150 mm Tapping Gate valve & tee	1.0	ea.	\$ 2875.00	\$ 2875.00

Total Provisional Items: \$ 84,332.00

Title: Centennial Park, Phase 1 – Playing Fields Extension

Location: Pelham

TENDER SUMMARY

SECTION "A" - General	30,300.00
SECTION "B" – Road & Earthworks	222,973.00
SECTION "C" – Sprinkler System	14,559.00
SECTION "D" – Electrical	75,780.00
SECTION "E" – Miscellaneous	21,042.00
SECTION "F" – Provisional Items	84,332.00
TOTAL TENDER PRICE	448,986.00

FT - 7 - REV. 5, 2001-03

**STATEMENT "A"**

**Title: Centennial Park, Phase 1 – Playing Fields Extension**

**Location: Pelham**

**LIST OF SUB-CONTRACTORS**

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

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

SUB-TRADE	NAME OF SUB-CONTRACTOR	ADDRESS OF SUB-CONTRACTOR
	SUBCONTRACTORS TO BE NAMED ONCE THEIR ABILITY TO MEET SCHEDULES AND SPECIFICATIONS HAS BEEN DETERMINED.	

STATEMENT "B"

Title: Centennial Park, Phase 1 – Playing Fields Extension

Location: Pelham

TENDERER'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED	DESCRIPTION OF WORK	FOR WHOM WORK PERFORMED	VALUE
2004	CONTRACT 2003-17C MULTI-USE TRAIL	CITY OF PORT COLBORNE	556,000.00
2001	CONTRACT TR8-2000 MILLENIUM TRAIL-PHASE I, MCLEOD ROAD TO LUNDY'S LANE	CITY OF NIAGARA FALLS	338,000.00
2001	CONTRACT RN 99-46 DECOMMISSIONING OF COON ROAD WASTE MANAGEMENT SITE	REGION OF NIAGARA	380,000.00

### STATEMENT "C"

**Title: Centennial Park, Phase 1 – Playing Fields Extension**

Location: Pelham

(a) Federal Goods and Services Tax:

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

i)	Total Tender Price	\$	<del>442,986.00</del> 448,986.00
ii)	Estimated Cost of Goods and Services Tax	\$	<del>31,009.02</del> 31,429.02
iii)	Total Contract Amount [(i) + (ii)]	\$	<del>473,995.02</del> 480,415.0
iv)	G.S.T. Registration Number:		89065 2001 RT001

HARD-ROCK CONSTRUCTION INC.

**Company Name**

198 WELLAND STREET

PORT COLBORNE, ONTARIO L3K 5Y8

### Address

Steve Logan

Contractor's Signature(s)

### Contractor's Seal

Witnesses: *Ma*

## **AGREEMENT TO BOND**

**STATEMENT 'E'**

**Title: Centennial Park, Phase 1 – Playing Fields Extension**

**Location: Pelham**

**AGREEMENT TO BOND**

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

.....  
.....

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

.....  
is accepted by the Owner. We also agree to a bond as surety for the payment of the cost of all labour and materials for an amount equal to 100% of the contract 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     , 2004

\_\_\_\_\_  
Name of Bonding Company

\_\_\_\_\_  
Signature of Authorized Person Signing for Company

(Company Seal)

\_\_\_\_\_  
Position



## **FORM OF CONTRACT AGREEMENT**

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**This Agreement** made on the 23rd of March in the year two thousand and four (2004)

**by and between**

**Town of Pelham**

hereinafter called the "Owner"

**and**

**Hard Rock Construction Inc.**

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 Centennial Park, Phase 1-Playing Field Extension which have been signed by the parties, and which were prepared by Earth Tech Canada Inc. as hereinafter called the Engineer
- (b) do and fulfill everything indicated by this Agreement, and
- (c) commence the Work by the 5<sup>th</sup> day of April, 2004.

## 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).

- Contract documents for Project for Centennial Park, Phase 1- Playing Field Extension

- Contract Drawings

- A1-74268-P1 – Grading and Servicing Plan

- A1-74268-P2 – Site Plan and Sprinkler Layout Details

- A1-74268-E1 – Electrical Plan

### ARTICLE A-3 CONTRACT PRICE

- (a) The quantities shown in the Schedule of Contract Unit Prices are estimated. The Tender Price shall be the final sum of the products of the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, and the appropriate Tender Unit Prices, together with any adjustments that are made in accordance with the provisions of the Contract Documents.
- (b) The Estimated Tender Price shall be the sum of the products of the estimated quantities and the appropriate Tender Unit Prices in the Schedule.
- (c) Schedule of Tender Unit Prices, as per pages FT – 4 through FT – 8 inclusive, included as part of this contract,
- (d) Based on the Schedule of Unit Prices, refer to in article A-3 (c) the total tender price, inclusive of the provisional items is \$ 448,986.00 (Four hundred forty eight thousand nine hundred and eighty six xx/100 Dollars) Canadian Funds , *Excluding G.S.T.*

#### **ARTICLE A-4 PAYMENT**

- (a) The Owner shall pay the Contractor in Canadian funds for the performance of the Contract, the amounts being determined by actual measured quantities of the individual work items contained in the Schedule of Tender Unit Prices in Article A-3 (c) of this Agreement, and measured in accordance with the methods of measurement given in the specifications.
- (b) Subject to applicable legislation and the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback (maintenance) of four percent (4.0 %), 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

#### **ARTICLE A-5 RIGHTS AND REMEDIES**

- (a) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- (b) No action or failure to act by the Owner, Contract Administrator or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

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

The Owner at \_\_\_\_\_ Town of Pelham, PO Box 400, 20 Pelham Town Square  
street and number and postal box number if applicable

\_\_\_\_\_ Fonthill, Ontario L0S 1E0  
post office or district, province, postal code

The Contractor at \_\_\_\_\_ Hard Rock Construction Inc.  
street number and postal box number if applicable

\_\_\_\_\_ 198 Welland Street, P.O. Box 220, Port Colborne, ON L3K 5V8

\_\_\_\_\_ post office or district, province, postal code

The Contract Administrator at \_\_\_\_\_ Earth Tech, Corbloc Building, 80 King Street, 2<sup>nd</sup> Floor  
street number and postal box number if applicable

\_\_\_\_\_ St. Catharines, Ontario L2R 7G1  
post office or district, province, postal code

## ARTICLE A-7 LAW OF THE CONTRACT

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

## ARTICLE A-8 LANGUAGE OF THE CONTRACT

This Agreement is drawn in English at the request of all parties hereto.

## ARTICLE A-9 SUCCESSION

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

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

SIGNED, SEALED AND DELIVERED  
in the presence of:

### OWNER

Town of Pelham  
name  
Ronald W. Leavens  
signature

Ronald W. Leavens, Mayor  
name and title

Cheryl Milette  
signature

CHERYL MILETTE, CLERK  
name and title

\_\_\_\_\_  
witness

\_\_\_\_\_  
name and title

### CONTRACTOR

\_\_\_\_\_  
name  
David R. Semley  
signature

David R. Semley - President  
name and title

\_\_\_\_\_  
signature

\_\_\_\_\_  
name and title

[Signature]  
witness

TOM SAXTON, MANAGER, PAVENO  
name and title AND REGIONAL CONSTRUCTION



## **SCHEDULE OF DRAWINGS**



**Title: Centennial Park, Phase 1 – Playing Fields Extension**

**Location: Pelham**

**Schedule of Drawings**

**1. Contract Drawings**

A1-74268-P1 – Grading and Servicing Plan

A1-74268-P2 – Site Plan and Sprinkler Layout Details

A1-74268-E1 – Electrical Plan

P:\eo\2004 pn over 70973\Centennial Sports Park\contract.doc

## **SPECIAL PROVISIONS**

### **GENERAL**

**(Refer to Niagara Peninsula Standard Contract Documents)**



## **SPECIAL PROVISIONS**

### **CONTRACT ITEMS**

**(Refer to Niagara Peninsula Standard Contract Documents)**



**SPECIAL PROVISION**

**SUPPLEMENTARY SPECIAL PROVISIONS**

**SPECIAL PROVISIONS**

**SUPPLEMENTARY SPECIAL PROVISIONS**

**INDEX**

<b><u>CLAUSE NUMBER</u></b>	<b><u>TITLE</u></b>
1.	Earth Excavation
2.	Subdrain
3.	Topsoil, Sand and Sod
4.	Granular Access Road
5.	Temporary Access Road
6.	Sprinkler System
7.	Sports Lighting
8.	Soccer Posts
9.	Galvanized Steel Fence
10.	Sanitary Sewer (Provisional)
11.	Watermain (Provisional)

**1. Earth Excavation**

Earth excavation is to be paid a lump sum item for all labour, equipment and materials required to complete the works to the grades as shown on the contract drawings.

The total amount of earth to be moved in cut/fill and ditching operations is estimated to be 10,000 cu.m.

**2. Subdrains**

Subdrains are to be paid as a unit price item for all labour, equipment and material required to complete the works to the grades as shown on the contract drawings and is to include filter fabric wrapped subdrain, filter cloth, clear stone and excavation and disposal of earth.

Clear stone is to be paid as a unit item under the granular quantities.

Subdrain for the access road is to be outleted into ditch (both sides) at end of temporary access road. Subdrain for the temporary access road to also outlet to ditch (south side only).

**3. Topsoil and Sod**

The provisions of OPSS 570, 571 and the Niagara Peninsula Standard Contract Document - Item B21 apply except as amended or extended herein.

Topsoil shall be a **PREMIUM BLEND** with a pH of 6.5 to 7.5, weed free and naturally sterilized through composting. The blend shall consist of 50% Triple Mix (a 30% mixture of top soils, sands and shredded wood mulch, a 30% mixture of black organic compost and manure and a 30% mixture of peat loam) and 50% Premium Topsoil (a 50% mixture of top soils, sands and shredded wood mulch, a 25% mixture of black organic compost and a 25% mixture of composted cow manure). In general, the resulting topsoil mix should meet the following parameters :

pH : 6.5 - 7.5  
Potassium : 100 - 120 ppm  
Phosphorous : 15 - 30 ppm  
Magnesium : 100 - 120 ppm  
Organic Matter :  $\geq 3\%$

Unless otherwise specified, the minimum depth of applied Premium Blend Topsoil shall be 100 mm.

**Topsoil Testing :**

Prior to commencement of the project, the Contractor shall supply two samples of topsoil from each stockpile to be used to the Contract Administrator. Additionally, the Contract Administrator may randomly sample topsoil arriving on-site. The samples will be tested by Agri-Food Laboratories (AFL) using the AFL Basic III test package plus % sand, % silt and % clay. These tests will rate the soil in accordance with AFL and Ontario Ministry of Agriculture and Food (OMAF) recommendations. Topsoil with tests resulting in "low, very high or excessive" ratings for the various parameters will be rejected.

**Preparation and Timing :**

As soon as practically possible after the main construction is completed, the Contractor shall rough grade and level all of the affected areas to the sub-grade elevation. The contractor must ensure that all granular and foreign material is removed from areas adjacent to any driveway or sidewalk and from behind new curbs prior to the placement of topsoil. If the areas are lower than the required depth, the contractor may use suitable native fill material properly compacted to

**Measurement and Basis for Payment :**

The Contractor shall contact the Contract Administrator to arrange a suitable time to review the limits and calculate areas for payment on site.

**4. Granular Access Road/Parking Area**

Granular Access Road to be paid as a lump sum item for excavation. The provision of granular materials will be paid under unit pay items.

Payment is for all labour, materials and equipment required to excavate as required and place granular materials including 150mm thick Granular 'B', 150 mm thick Granular 'A' and 50mm thick Granular 'M' to the lines and grades shown on the drawings.

**5. Temporary Access Road**

Temporary Access Road to be paid as a lump sum item for excavation. The provision of granular materials will be paid under unit pay items.

Payment is for all labour, materials and equipment required to excavate as required and place granular materials including 450 mm thick Granular 'A' to the lines and grades shown on the drawings.

**6. Sprinkler System**

The lump sum prices tendered (with the exception of piping to be tendered on a unit price basis) shall be for all labour, materials and equipment required to provide an in-ground sprinkler system with the following:

- a) 50 mm diameter service pipe DR17 (100 psi) polyethylene pipe and fittings suitable for in-ground sprinkler systems.
- b) Valves shall be eight - 50 mm diameter normally closed electric global valves for enclosure in valve box. All valves are to be installed east of the new soccer field (not in playing field area).
- c) Valve controller with the following features:
  - Plastic or still enclosure suitable for outdoor use
  - Programmable for up to 24 zones, 24 hour, 365 day calendar, water budgeting from 0% to 200%, rain delay.
  - Built in battery back-up
- d) 25 mm diameter sprinkler heads flush mounted to ground with pop-up head capable of 17 m spray radius at 50 psi supply pressure.
- e) Electrical works in the central panel to supply power (120 volts) to the new sprinkler controller and field valves (24 volts).
- f) Approved sprinkler system suppliers include Toro, Rain-Bird and Hunter. All equipment supplied shall be from a single manufacturer.

**7. Sports Lighting**

Refer to drawing A1-74268-E1, for requirements.

**8. Soccer Posts**

Provide one set of Score Master P2400 Permanent Soccer Goals with white powder coat finish, ground sleeves, European style net racks and nets. Mount ground sleeve on 300 mm x 300 mm x 100 mm thick concrete base and backfill with ground sleeve with concrete.

**9. Galvanized Steel Fence**

See specification 02830 following this section.

**10. Sanitary Sewer**

Sanitary sewer is to be installed in accordance with the Niagara Peninsula Standard Contract Documents and is to include the connection at Church Street. The sewer is to be 250mm diameter PVC Class DR 35.

Unit price is to include sawcutting work at Church Street. On Centennial Park lands, trench is to be backfilled with 150 mm of granular 'A' above and below the pipe. Remainder of backfill is to be native fill.

Sanitary Sewer is a provisional item and subject to budgetary considerations by the Town of Pelham.

**11. Watermain**

The watermain is to be installed as per the Niagara Peninsula Standard Contract Documents and is to include the connection (live tap) at Church Street. There are two different sections of watermain 150mm diameter PVC Class 150 from Church Street to the fire hydrant, and 100mm PVC Class 150 the remainder of the way.

The service is to be capped at its terminus outside of the future park centre building and marked in a manner with blue paint.

Unit price is to include sawcutting work at Church Street. On Centennial Park lands, trench is to be backfilled with 150 mm of granular 'A' above and below the pipe. Remainder of backfill is to be native fill.

Watermain is a provisional item and subject to budgetary considerations by the Town of Pelham.



**SUPPLEMENTARY GENERAL CONDITIONS  
OF CONTRACT**

**(Refer to Niagara Peninsula Standard Contract Documents)**



# **OPS GENERAL CONDITION OF CONTRACT**

**(Refer to Niagara Peninsula Standard Contract Documents)**

prevent undue settlement.

All 'cut-in' areas adjacent to the existing sod shall be squared off and removed by means of a mechanical sod cutter. An additional 25 mm of existing topsoil shall be removed to accommodate a 25 mm dressing thickness of Premium Blend Topsoil to ensure new sod growth at abutting sod areas.

In the event of inclement or hot weather conditions the Contract Administrator may delay the placement of sod until more appropriate weather conditions prevail. Nevertheless, the Contractor shall still prepare and apply the topsoil to all of the affected areas as soon as construction is completed to tidy up the construction zone and reduce the possibility of weed infestation.

**Fertilizer :**

A granular starter fertilizer of 0-20-0 shall be applied at a rate of 2.0 kg per 100 m<sup>2</sup> spread on the topsoil immediately prior to sodding. In addition, an application of 20-20-20 water soluble fertilizer shall be applied 21 days after the sod is laid.

**Sod :**

See specification 02938 following this section. The area receiving sod is the soccer field, plus a 3 m buffer on all sides. The sod must be installed prior to May 15, 2004.

**Sand :**

Imported sandbased rootzone mix shall generally meet the following composition:

65 % sand  
20 % peat  
15% topsoil

Specific percentages of each component shall be adjusted, based on the silt and clay analysis of the topsoil, and sand particle size analysis, and a custom mix prepared that meets USGA specifications.

Sand shall be: brick sand or topdressing sand, silica based, non-calcareous, and low in silt and clay particles.

Peat shall be: sphagnum peat moss.

Topsoil shall be screened, containing no stones or lumps greater than ½ inch in size, weed free, herbicide free, and having a high organic matter content, and a sandy loam texture, with less than 8 % total silt plus clay.

Fertilizer shall be added to the rootzone mix in the following proportions: Phosphate fertilizer 0-46-0, at 1.5 lbs per cubic yard of mix, and Potassium fertilizer 0-0-60, at 0.3 lbs per cubic yard, or as indicated by soil analysis results.

Ontario Suppliers of soil mixtures meeting USGA requirements are:  
D.L. Robinson Quality Sand & Gravel Inc, Orangeville, 519-941-2779  
GreenHorizons Hamilton Sod, Mount Hope, 905-389-1315  
Hutcheson Sand and Mixes, Huntsville, 705-789-4457

The rootzone mix shall be mixed off-site, with proper blending equipment, to ensure a uniform consistent and well-blended mix.

