

THE CORPORATION OF THE
TOWN OF PELHAM
BY-LAW #324 (1975)

Being a by-law to authorize the Mayor and Clerk to execute an agreement with D. L. Stephens Contracting Limited for the installation of a concrete sidewalk on the west side of South Pelham Street and on the east side of North Pelham Street.

WHEREAS Council deems it desirable to enter into an agreement with D. L. Stephens Contracting Limited for the installation of concrete sidewalks on the west side of South Pelham Street and on the east side of North Pelham Street,

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

(1) THAT the agreement hereto attached and made part of this by-law between D. L. Stephens Contracting Limited and the Corporation of the Town of Pelham be and the same is hereby approved.

(2) THAT the Mayor and Clerk be and each of them is hereby authorized and instructed on behalf of the Corporation to execute the said agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
8th. DAY OF July, 1975 A.D.


MAYOR


CLERK

CONTRACT DOCUMENTS

CONSTRUCTION OF CONCRETE SIDEWALKS
AND ASPHALT BOULEVARDS
ON NORTH AND SOUTH PELHAM STREETS
IN THE TOWN OF PELHAM, ONTARIO

Project E.O. 75105

May 1975

PROCTOR AND REDFERN LIMITED
Consulting Engineers and Planners

75 Eglinton Avenue East
Toronto, Ontario
M4P 1H3

110 James Street
St. Catharines, Ontario
L2R 7E8

PCM
:tp

CONTRACT DOCUMENTS

The following shall form the Contract Documents:

	<u>Paper Colour</u>	<u>Number of Pages</u>
Addenda - - - to - - -	Green	.
List of Contract Documents	Pink	1
Tendering Information	Blue	4
Form of Tender	Yellow	4
Agreement	White	1
Project Specifications	White	2

Section 1A - General

LIST OF DRAWINGS AND STANDARDS

B-75105-P1	Sidewalk Reconstruction of North & South Pelham Streets
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
FONTHILL, Ontario
L0S 1E0

Up to 11:30 a.m. Local Time - Tuesday, June 10th, 1975.

- 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 \$1,000.00.

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

- A. 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

Contractor, such insurance shall:

1. Be in the joint names of the Owner, the Contractor, the Sub-Contractors, and the Engineer, and
2. Include the coverage for:
 - (A) Contractual liability, and
 - (B) Cross liability, and
 - (C) Contingency employer's liability, and
 - (D) Completed operations liability, and
 - (E) Non-owned automobile liability, and
3. Have an inclusive limit at least equal to \$500,000.00 unless other wise specified, and
4. 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.

TT.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.

TT.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

A. Offer by - NAME - D.L. Stephens Contracting Niagara Limited
ADDRESS - P.O. Box 1116
St. Catharines, Ontario
DATE - June 9th, 1975

B. To The Corporation of the Town of Pelham.

1. 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 - Ten Thousand, Three Hundred and Seventy

----- 00 Dollars (\$ 10,370.00)
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 to 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 two week from the date of issue of the written order to start work.

FT.07 SCHEDULE OF TENDER PRICES

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

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	T O T A L
1.	Remove existing side-walk			Lump Sum	\$ 320.00
2.	Excavate boulevard including stump removal			Lump Sum	\$ 864.00
3.	Construct 4-inch thick 4,000 p.s.i. concrete sidewalk including expansion joints, as shown on Town of Pelham Standard Dwg. R-4	Sq.Ft.	3,880	\$1.00	\$ 3,880.00
4.	Construct 6-inch thick 4,000 p.s.i. concrete sidewalk opposite drive-ways, as shown on Town of Pelham Standard Dwg. R-4	Sq.Ft.	575	\$1.20	\$ 690.00
5.	Supply and place HL3 (3 inches thick) on boulevards and to blend existing asphalt drive-ways	Sq.Yd.	760	\$3.10	\$ 2,356.00

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
6.	Supply and place Granular 'A' 6 inches thick (compacted 95% Standard Proctor Density) under concrete sidewalk and asphalt bou- levards)	Tons	420	\$ 3.00	\$ 1,260.00
7.	Contingency Allowance				\$ 1,000.00
				TOTAL CONTRACT PRICE	\$ 10,370.00

OFFERED ON BEHALF
OF THE CONTRACTOR

Contractor's Seal

Signature

Edward A. Durr
Signature

Witness

Ronald Allan
Witness

D.L. Stephens Contracting Niagara Ltd.

Company Name

June 1975
Date

P.O. Box 1116 - 538 Ontario Street
St. Catharines, Ontario L2R 7A3
Address

FT.08 TABLE OF ADDITIONAL UNIT PRICES

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1.	Labour rate including all fringe benefits	Per Hour	\$ 6.42

CONSTRUCTION OF CONCRETE SIDEWALKS AND ASPHALT BOULEVARDS
ON NORTH AND SOUTH PELHAM STREETS
IN THE TOWN OF PELHAM, ONTARIO

AGREEMENT

This Agreement made in triplicate this 9th day of June 1975
between

D.L. Stephens Contracting
Niagara Limited

hereinafter called 'The Contractor',
and

The 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 9th day of June 1975 (which shall be deemed to form part of the Contract) to the satisfaction of the Engineer for the total contract price of \$10,370.00 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.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first written above.

EXECUTION BY OWNER -

Name TOWN OF PELHAM

Officers

[Signature]
[Signature]

Date

June 8/75

EXECUTION BY CONTRACTOR -

D.L. STEPHENS CON-
Company Name TRACTING NIAGARA LTD.

Signatures

[Signature]

Witness

Date

Seal

Seal

SECTION 1A - GENERAL

PART 1 - GENERAL

Part 1.01 DESCRIPTION OF WORK

- A. This Contract is for the Construction of Concrete Sidewalks and Asphalt Boulevards on North and South Pelham Streets in the Town of Pelham as shown on Dwg. No. B-75105-P1.

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 sidewalk location 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 2.03 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

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

CONCRETE
SIDEWALK

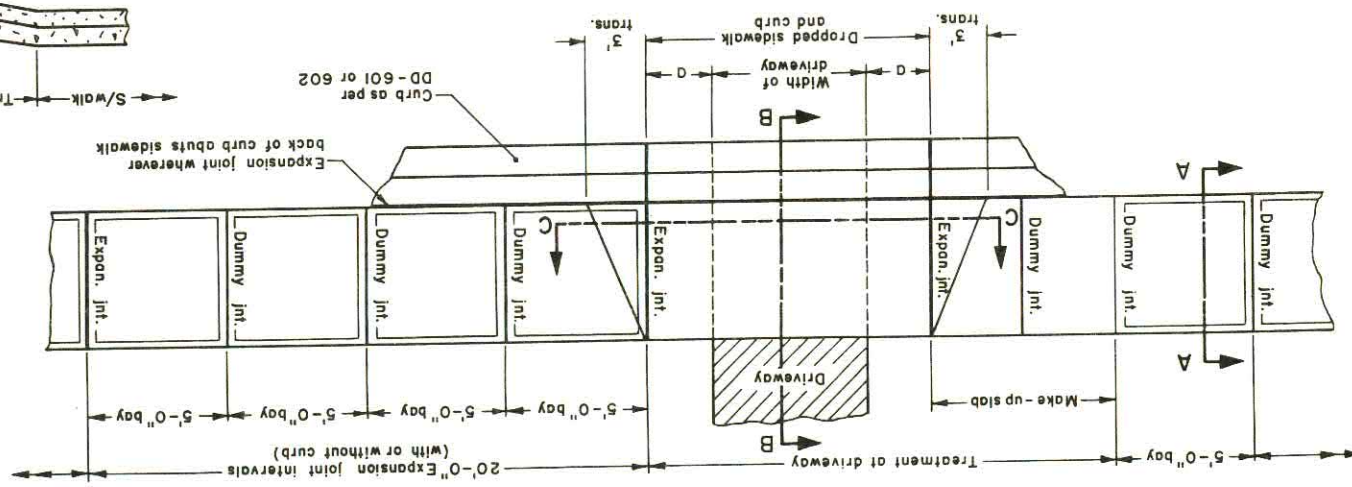
DEPARTMENT OF HIGHWAYS-ONTARIO

Drawn by *P. A. C.*
Traced by *P. A. C.*
Checked by *P. A. C.*
Passed by *P. A. C.*

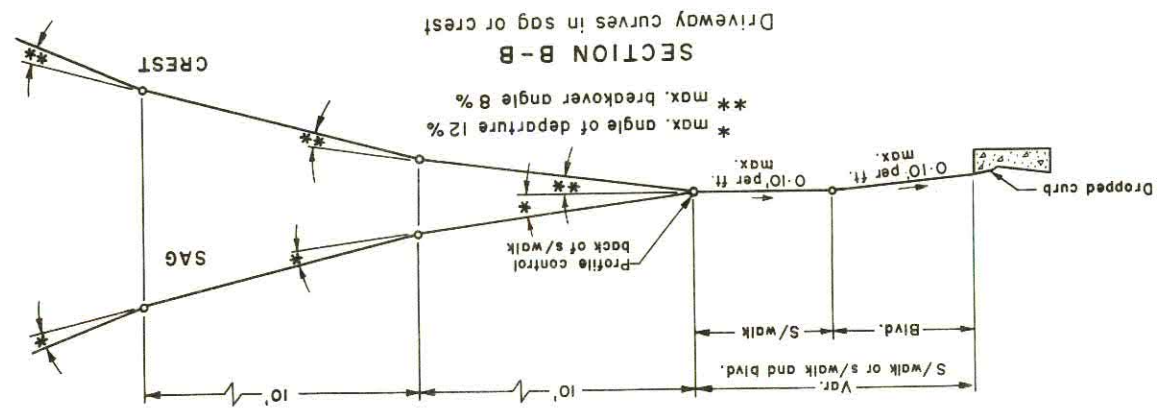
APPROVED

[Signature]

Road Design Engineer



PLAN



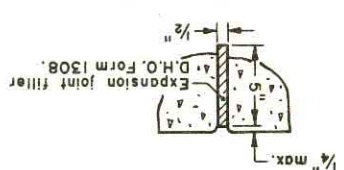
NOTES:

1. Expansion joints are required in sidewalk at intervals of 20' and
- a. Between sidewalk and abutting curb.
- b. At both ends of dropped sidewalk section and at mid span when length is greater than 20'.
- c. To isolate obstructions from sidewalk e.g. hydrants, light standards, buildings etc.
2. Dummy joints shall have standard spacing of 5', in no case less than 3' or more than 6'.
3. All concrete edges of bays to be finished with edge, $\frac{1}{4}$ " radius.
4. Sidewalk crossfall to be maintained at minimum commensurate with departure or breakdown requirements.
5. This Standard to be read in conjunction with D.H.O. Form 408.

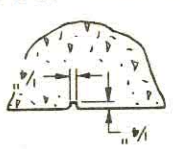
LEGEND:

- D. 5' for private residential driveways
10' for residential parking lots, schools
apartments, etc.

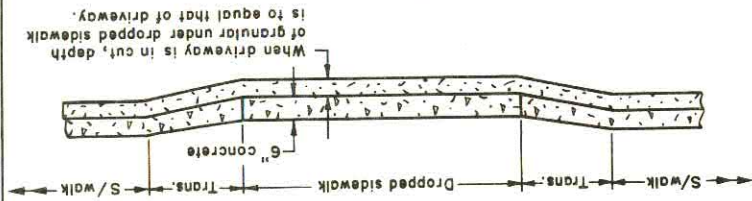
EXPANSION JOINT
DETAIL



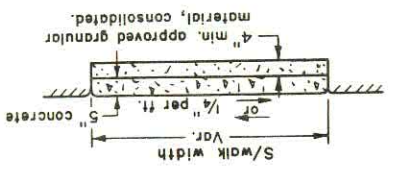
DUMMY JOINT
DETAIL



SECTION C - C



SECTION A-A



UNITED STATES FIDELITY AND GUARANTY COMPANY

TORONTO MONTREAL

Name and Address To Whom Issued

The Town of Pelham,
Pelham, OntarioCERTIFICATE
OF
INSURANCE

This is to certify that the policies listed below, subject to their terms, conditions and exclusions, have been issued by this Company to the Insured named below:

Named Insured and Address

D. L. Stephens Contracting Niagara Limited,
Box 1116,
St. Catharines, Ontario

Type of Insurance	Policy Number	Policy Term	Bodily Injury	Limits of Liability	Property Damage
Workmen's Compensation	Not Applicable			Statutory	
Employers' Liability	Not Applicable		\$,000 \$,000 \$	Each Person Each Accident Medical—Each Person	
Comprehensive General Liability	MLP 7655	May 31/75 to May 31/76	\$ 1,000 ,000	Each Person	
			\$ inclu= ,000	Each Accident	\$ C ,000
				Aggregate Operations	\$ O ,000
			\$ sive ,000	Aggregate Protective	\$ V ,000
				Aggregate Products	\$ e ,000
			\$,000	Aggregate Contractual	\$ rage ,000
				Inclusive Limit	
Products (Including Completed Operations) — Covered ☐ — Not Covered ☐					
Automobile Liability	CA 47058	Nov 30/74 to Nov 30/75	\$ 1,000 ,000 \$ inclu= ,000 \$ sive ,000	Each Person Each Accident Inclusive Limit	\$,000
Non-Owned Automobile Liability	AN 21815	Nov 30/74 to Nov 30/75	\$ 1,000 ,000 \$ inclu= ,000 \$ sive ,000	Each Person Each Accident Inclusive Limit	\$,000
Liability			\$,000	Each Person	
			\$,000	Each Accident	\$,000
			\$,000	Aggregate	\$,000
			\$,000	Inclusive Limit	

Description and location of operations and automobiles covered:

Construction of Concrete Sidewalk and Asphalt Boulevards, Town of Pelham, Ontario.

It is understood and agreed that the Town of Pelham and Proctor & Redfern are additional insured's under these policies but only with respect to Liability arising out of operations performed by or on behalf of D. L. Stephens Contracting Niagara Limited in connection with the above noted contract.

UNITED STATES FIDELITY AND GUARANTY COMPANY will give thirty (30) days prior to notify the holder of this Certificate of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

Date June 16, 1975

By *W. G. Verge*W. G. Verge
VERGE INSURANCE AGENCIES LTD.