

THE CORPORATION OF THE
T O W N O F P E L H A M
BY-LAW #329 (1975)

Being a by-law to authorize the Mayor and Clerk to execute an agreement with Hugh Cole Construction for the construction of the Maple Street Culvert.

WHEREAS Council deems it desirable to enter into an agreement with Hugh Cole Construction for the construction of the Maple Street Culvert;

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

(1) THAT the agreement attached hereto and made part of this by-law between Hugh Cole Construction 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
18th. DAY OF August, 1975.

Antony K. Gullett
MAYOR

[Signature]
CLERK

CONTRACT DOCUMENTS

TOWN OF PELHAM, ONTARIO

MAPLE STREET CULVERT CONSTRUCTION

A D D E N D U M N O . 2

July 15th, 1975

Proctor and Redfern Limited Project E.O. 75182
Consulting Engineers and Planner July, 1975
75 Eglinton Avenue East TAH
TORONTO, Ontario
M4P 1H3

This addendum shall form part of the Contract Documents. The Tenderer shall insert the Addendum behind the cover page of the Contract Documents.

Refer to the following items in the Form of Tender:

1. Page 3, Part FT.07. Item No. 2. Revise this quantity to read approximately 600 cu. yds.

CONTRACT DOCUMENTS

TOWN OF PELHAM, ONTARIO

MAPLE STREET CULVERT CONSTRUCTION

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

July 15th, 1975

Proctor and Redfern Limited Project E.O. 75182
Consulting Engineers and Planners June, 1975
75 Eglington Avenue East TAH
TORONTO, Ontario
M4P 1H3

This addendum shall form part of the Contract Documents. The Tenderer shall insert the Addendum behind the cover page of the Contract Documents.

Refer to the following items in the Form of Tender:

1. Page 3, Part FT.07, Item No. 3
 Delete this item.
2. Page 3, Part FT.07, Item No. 5
 Revise this quantity to read 160 Tons.

CONTRACT DOCUMENTS

TOWN OF PELHAM, ONTARIO

MAPLE STREET CULVERT CONSTRUCTION

Project
EO 75182

June 1975

THE PROCTOR AND REDFERN GROUP
Consulting Engineers and Planners
110 James Street
ST. CATHARINES, Ontario
L2R 7E8

TAH
/tp

LIST OF CONTRACT DOCUMENTS

The following shall form the Contract Documents:

	Paper Colour	Pages
Addendum Numbered <u>1</u> to <u>2</u>	Green	1
List of Contract Documents and Drawings	Pink	4
Tendering Information	Blue	5
Form of Tender	Yellow	1
Agreement (CD-20)	White	1
Agreement to Bond (CD-22)	White	1
Performance Bond (CD-2)	White	1
Bid Bond (CD-2A)	White	1
Labour and Material Payment Bond (CD-2B)	White	1
List of Sub-Contractors (CD-3)	White	1
Tenderer's Experience in Similar Work (CD-4)	White	1
Tenderer's Senior Staff (CD-5)	White	1
Tenderer's Plant (CD-6)	White	1
Supplementary Conditions of Contract	Blue	2
General Conditions of Contract (CD-1)	Blue	7
Project Specifications		
Section 01010 - General	White	5
Section 02600 - Clearing, Excavation and Roadwork	White	3

LIST OF CONTRACT DRAWINGS

<u>Drawing No.</u>	<u>Title</u>
B-75182-P1	Maple Street Culvert Reconstruction (#0008)

lation to meet the requirements of the project. The Engineer in writing, stating his reason for objection and may submit a suggested alternative. In such an event, the Engineer may choose to issue an Addendum.

- C. 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 PROVINCIAL SALES TAX

- A. All prices shall exclude Provincial Sales Tax on all building materials to be incorporated into the work, except for ready-mix concrete, asphaltic concrete, all machinery and such items as furniture, office equipment and window blinds.

Except as noted above, the Contractor will be required to obtain a special permit from the Retail Sales Branch and may purchase materials exempt from Provincial Sales Tax by supplying with his orders, a purchase exemption certificate. This procedure shall comply with Ruling 21 of the Retail Sales Tax Branch.

The Contractor may be required to submit to the Owner, statements certifying quantities and strengths of ready-mix and asphaltic concretes, so that the Owner may apply for refund of taxes.

TI.05 FEDERAL SALES TAX

- A. All prices tendered for the work shall exclude Federal Sales Tax on material and equipment to be incorporated into the work.

The Contractor may be required to pay Federal Sales Tax on purchases of material and equipment to be incorporated into the work but can recover such tax by application to the Federal Excise Division. Should the Contractor's claim for refund be disallowed by the Excise Division, the Owner will pay to the Contractor a sum equal to the disallowed amount.

TI.06 PROOF OF ABILITY

- A. The Tenderer shall be competent and capable of performing the various items of work. The tenderer shall complete the following

statement sheets, which shall form a part of the Contract Documents:

1. Tenderer's Experience
2. Machinery and Plant to be used
3. Tenderer's Senior Staff.

The tenderer may be required to furnish additional statements covering other matters, including financial resources.

TI.07 TENDER DEPOSIT

- A. Every tender shall be accompanied by a tender deposit in the form of a certified cheque or bind bond payable to the Owner in an amount equal to \$1,000.00.

The tenderer shall keep his tender open for acceptance for sixty days after the closing date. Withdrawal during this period will result in forfeiture of the tender deposit.

Upon being notified that his tender has been accepted, the Contractor shall execute copies of the agreement, supply bonds and insurance documents as specified, and start work as specified.

Failure to execute the copies of the agreement, or to supply bonds and insurance documents, all within two weeks of the date of acceptance of the tender, or to start work as specified, will automatically mean the forfeiture to the Owner of the tender deposit.

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

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

TI.08 AGREEMENT TO BOND

- A. Every tender shall be accompanied by an 'Agreement to Bond' in the form attached, and shall be completed by a surety company lawfully doing business in the province.

TI.09 ACCEPTANCE OF TENDERS

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

TI.10 EQUIVALENTS

- A. When an article is specified by its trade or other name (whether such name is followed by the phrase 'or approved equal' or not), the tenderer shall base his tender price on the supply of the named article and no other.

After award of the Contract, the Contractor may submit requests to the Engineer for substitution of equivalent material. Such submissions shall be accompanied by complete information on the material proposed for use, together with revisions of cost that would result.

The Contractor shall submit requests for substitution within three weeks of the award of the Contract.

FORM OF TENDER

FT.01 TENDER PRICE

1. OFFER BY - Name: Hugh Cole Construction Limited

Address: 151 Main Street East,
Grimsby, Ontario

Date: July 17th, 1975

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 Fourteen Thousand, One Hundred and Eighty-Eight

Dollars (\$ 14,188.00)

FT.02 CONTINGENCIES AND ALLOWANCES

A. We agree that the tender price includes the contingency sum of \$2,000.00 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.

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 MTC 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 2 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 4 weeks from the date of issue of the written order to start work.

FT.07 SCHEDULE OF TENDER PRICES

Item No.	Description	Unit	Quantity	Unit Price	TOTAL
1.	Clearing and Grubbing			Lump Sum	\$ 500.00
2.	Excavation of native subsoil (approximately 2500 cubic yards). (600)			Lump Sum	\$ 3,000.00
3.	Placing and compaction of select native material for fill - road sub-base, and existing culvert (approximately 1,800 cubic yards)	DELETED		Lump Sum	\$
4.	Supply and placing of Granular 'B' material for backfilling proposed culvert (compacted as specified)	Ton	820	\$ 4.00	\$ 3,280.00
5.	Supply and placing of granular base course 'A' (compacted depth 8 inches on roadway)	Ton	(160) 300	\$ 4.40	\$ 704.00
6.	Supply and placing of 5/8" traffic binder (4 inch compacted depth)	Ton	160	\$ 4.40	\$ 704.00
7.	Grade-all rental for road-side ditching	Hour	5	\$ 60.00	\$ 300.00

Item No.	Description	Unit	Quantity	Unit Price	TOTAL
8.	Demolition and disposal of existing concrete box culvert (as specified)			Lump Sum	\$ 1,000.00
9.	Supply and placing of grouted rip-rap	Sq.Yd.	60	\$ 25.00	\$ 1,500.00
10.	Channel improvements			Lump Sum	\$ 1,200.00
11.	Contingency Allowance			Lump Sum	\$ 2,000.00
TOTAL CONTRACT VALUE					\$ 14,188.00

OFFERED ON BEHALF
OF THE CONTRACTOR

Signature Contractor's Seal

Signature Witness

Hugh Cole Construction Limited
Company Name

151 Main Street East,
Grimsby, Ontario
Address

FT.08 TABLE OF ADDITIONAL QUANTITIES

Item No.	Description	Unit	Unit Cost
1.	Dragline Rental	Hour	\$ 60.00
2.	Supply and place field sod	Sq.Yd.	\$ 1.50
3.	Supply and erect farm fence	100 ft.	\$ 8.00

MAPLE STREET CULVERT CONSTRUCTION
TOWN OF PELHAM, ONTARIO

AGREEMENT

This Agreement made in triplicate this 23rd day of July 1975
between

Hugh Cole Construction Limited hereinafter called 'The Contractor',
and

The Corporation of the Town of Pel-
ham 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 17th day of July 1975
(which shall be deemed to form part of the Contract) to the satis-
faction of the Engineer for the total contract price of \$ 14,188.00
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 The Corporation of the Town of Pel-
ham

Officers

Acting K. G. G. G. G.

Date *AUGUST 28, 1975*

EXECUTION BY CONTRACTOR -

Company Name Hugh, Cole Construction
Limited

Signatures

[Signature]

Witness

Date *August 1, 1975*

Seal

Seal

AGREEMENT TO BOND

Date _____ 1975

Project E.O. 75182

*

Gentlemen:

Maple Street Culvert Construction
Town of Pelham, Ontario

In consideration of the Owner accepting the tender of and executing
an Agreement with

(hereinafter referred to as "The Tenderer") for the construction of
the Maple Street Culvert in the Town of Pelham, Ontario, subject
to the express condition that the Owner receive the Performance
Bond and Payment Bond in accordance with the said tender, we the
undersigned hereby agree with the Owner to become bound to the
Owner as surety for the Tenderer in the performance bond and the
payment bond in an amount equal to 100% and 50% (respectively)
of the tender price, in the forms of Performance Bond and Payment
Bond bound herein and in accordance with the said tender; and we
agree to furnish the Owner with the said bonds within seven (7)
days after notification of the acceptance of the said tender and
execution of the said Agreement by the Owner has been mailed to
us.

Yours very truly

Note: This agreement must be executed on behalf of the surety
company by its authorized officers under the company's
corporate seal.

* Enter name and address of surety company at the top of this page.

BID BOND

No.

KNOW ALL MEN BY THESE PRESENTS THAT

hereinafter called the Principal, and as Principal,
hereinafter called the Surety, are held and firmly bound unto as Surety,
hereinafter called the Oblige, in the amount of as Oblige,
Dollars
(\$)lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written tender to the Oblige,
dated the day of 19 , for .

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have the tender accepted within sixty (60) days from the closing date of tender and the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of six months from the date of this Bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-in-fact, this
day of 19 .

LIST OF SUB-CONTRACTORS

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

TENDERER'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	VALUE
1973	Construction of Green Lane Culvert	Town of Lincoln	\$15,000.00

Proctor & Redfern Limited
Consulting Engineers
June 11, 1969
AS:hs

TENDERER'S SENIOR STAFF

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE
Hugh Cole	President & General Manager	26 Years
J.R. Misener	Foreman	16 Years
J. Huisman	Foreman	16 Years
S. Ghanekar	P. Engineer	2 1/2 Years

Proctor & Redfern Limited
Consulting Engineers
June 11, 1969
AS:hs

TENDERER'S PLANT

The Tenderer shall list the plant, machinery and equipment he proposes to use on the work.

PLANT UNDER TENDERER'S CONTROL:

All machinery and equipment necessary to complete project to the specifications of the Contract.

All machinery, equipment and plant are owned by Hugh Cole, President; Hugh Cole Construction Limited.

PLANT TO BE RENTED:

None

PLANT TO BE PURCHASED:

None

Proctor & Redfern Limited
Consulting Engineers
June 11, 1969
AS:hs