

CONTRACT DOCUMENTS

Centre Street
Culvert No. 2063 Reconstruction
in the Town of Pelham

Project EO 78198-02

July, 1978

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

EPC
May 1978

LIST OF CONTRACT DOCUMENTS

The following shall form the Contract Documents:

	Paper Colour	Pages
Addenda Numbered <u>Nil</u> to <u>Nil</u>	Green	
Tenderer's Check List	Bright Pink	1
List of Contract Documents	Pink	1
Tendering Information	Blue	3
Form of Tender	Yellow	4
Agreement (CD-20)	White	1
Bid Bond (CCA Document (S)20)	White	1
List of Sub-contractors (CD-3)	White	1
Tenderer's Experience (CD-4)	White	1
Tenderer's Senior Staff (CD-5)	White	1
Tenderer's Plant (CD-6)	White	1
Certificate of Insurance	White	1
Supplementary Conditions	Blue	2
General Conditions (CD-1)	Blue	7
Project Specifications		
Section 01010 - General	White	3
Section 02610 - Site Clearing, Excavation and Roadwork	White	2

LIST OF CONTRACT DRAWINGS

B-77152-P2 1977 Road Reconstruction
 Centre Street Culvert #2063

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
Town of Pelham
43 South Pelham Street
Fonthill, Ontario LOS IEO

- B. The tenders will be opened in Committee at noon, Local Time, Friday, July 28, 1978.
- 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. Should the Tenderer not agree that the materials and methods specified, or designed on the Drawings, will provide an installation to meet the requirements of the project, he shall notify 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 SALES TAX

- A. The Tenderer shall include or exclude sales tax in accordance with current sales tax legislation taking into account any changes that have been made known by the Government and that will occur during the life of the Contract.
- B. PROVINCIAL SALES TAX
1. The prices shall exclude provincial sales tax on all materials to be incorporated into the Work, except for ready-mix concrete, and hot and cold asphaltic mix.

Except as noted above, the Contractor will be required to obtain a special permit from the Retail Sales Tax 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 hot and cold asphaltic mix, so that the Owner may apply for refund of taxes.

C. FEDERAL SALES TAX

1. The prices shall exclude federal sales tax on material and equipment to be incorporated into the Work.

The Contractor shall 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 on submission of evidence that the taxed items were part of a project under control of a municipality. 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.05 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

TI.06 TENDER DEPOSIT

- A. The tender shall be accompanied either by a tender deposit or by a Bid Bond.

Tender deposit shall be a Certified Cheque payable to the Owner in the amount of \$1,000.00.

Bid Bond shall be in an amount equal to \$1,000.00 and shall be on C.C.A. Document (S)20.

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

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, within two weeks of the date of acceptance of the tender, or to start Work as specified, will automatically mean the forfeiture or enforcement of the tender deposit or Bid Bond.

Tender deposits of unsuccessful Tenderers will be returned not later than two weeks following Contract award.

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

TI.07 ACCEPTANCE OF TENDERS

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

FORM OF TENDER

FT.01 TENDER PRICE

1. Offer by - Name - **Scholfield Marine & Construction Ltd.**
Address - **7 Lakeshore Blvd., Port Colborne, Ontario**
Date - **July 28th, 1978**

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

Dollars (\$ **9,910.00**)

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.

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 subsection 1 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.
3. Whenever extra work is being performed under subsection 2(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 ~~NAI~~ to ~~NAI~~ 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 3 weeks from the date of issue of the written order to start Work.

FT.07 SCHEDULE OF TENDER PRICES

Centre Street Culvert # 2063

Item No.	Description	Unit	Quantity	Unit Price	T O T A L
1	Clearing and grubbing		Lump Sum		\$ 300.00
2	Demolition & disposal of existing concrete culvert		Lump Sum		\$ 200.00
3	Excavation & placing new culverts		Lump Sum		\$ 600.00
4	Supply & place granular 'B' backfill for culverts	Ton	450	\$ 5.00	\$2,250.00
5	Place & compact selected native material for road sub-base		Lump Sum		\$ 300.00
6	Supply & place 12" of Granular 'A' road base	Ton	450	\$ 5.00	\$2,250.00
7	Hand placed rip-rap 6" to 8" stone	Sq.Yd.	375	\$ 4.00	\$1,500.00
8	Channel improvements		Lump Sum		\$ 300.00
9	Place & compact selected native material in old channel		Lump Sum		\$ 400.00
10	Gradall rental for roadside ditching (1/3 cu.yd.)	Hours	5	\$20.00	\$ 100.00
11	Supply & erect farm fence	Lin.Ft.	355	\$ 2.00	\$ 710.00
12	Contingency Allowance		Lump Sum		\$ 1,000.00
Total Contract Value					\$9,910.00

OFFERED ON BEHALF
OF THE CONTRACTOR

John Scholfield
Signature

John Scholfield
Signature

Contractor's Seal

Scholfield Marine & Construction
Company Name

Joe Scholfield
Witness

77 Lakeshore Blvd.,
Port Colborne, Ontario
Address

July 30th, 1970
Date

Proctor & Redfern Limited
Project EO
Contract No. (if any)

(Type in name of
(Project as Heading

AGREEMENT

This Agreement made in triplicate this 3rd day of August 1978, between Scholfield Marine & Construction Ltd. 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 28th day of July, 1978, (which shall be deemed to form part of this Contract) to the satisfaction of the Engineer for the total contract price of \$ * 9,910.00 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

The Town of Pelham

Name



Signed

J.O. WELDON MAYOR

Name and Title

Signed

L.C. WAT

Name and Title

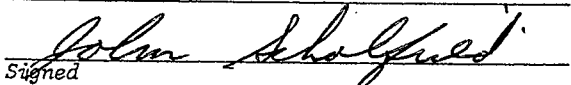
Witness

Name and Title

CONTRACTOR

Scholfield Marine & Construction Ltd.

Name



Signed

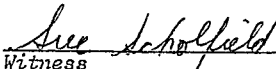
JOHN SCHOLFIELD Pres

Name and Title

Signed

Pat Scholfield Sec. - Treas.

Name and Title



Witness

SUSAN SCHOLFIELD

Name and Title

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, parties to this Agreement, should be attached.

* Leave enough space for \$10,000,000.00 when reduced to 8 1/2 in. x 11 in.

BID BOND

No.

\$

KNOW ALL MEN BY THESE PRESENTS THAT
 as Principal
 hereinafter called the Principal, and
 a corporation created and existing under the laws of
 and duly authorized to transact the business of Suretyship in
 as Surety, hereinafter called the Surety, are held and firmly bound unto
 as Oblige
 hereinafter called the Oblige, in the amount of

..... 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 the specified security to secure the performance of the terms and
 conditions of the Contract, then his obligation shall be null and void; otherwise the Principal and the 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 Principal and 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 WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this
 day of 19

SIGNED and SEALED
 In the presence of

(
 (
 (
 (..... (Seal)
 Principal
 (
 (
 (..... (Seal)
 Surety

Endorsed by: R.A.I.C., A.C.E.C., C.C.A., E.I.C., S.W.A.C.

Approved by: INSURANCE BUREAU OF CANADA

LIST OF SUB-CONTRACTORS

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

Proctor & Redfern Limited
Consulting Engineers
June 11th, 1975
AS:hs

TENDERER'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	VALUE
1977	Balfour Street Culvert	Town of Pelham	\$8,300.00

Proctor & Redfern Limited
Consulting Engineers
June 11th, 1975
AS:hs

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE
John Scholfield	Superintendent	20 Years
J. Walker	Foreman	40 Years

Proctor & Redfern Limited
Consulting Engineers
June 11th, 1975
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:

3/4 Hyd. Excavator

HD5 Dozer

HD2 Dixer

Tandem Dump

PLANT TO BE RENTED:

PLANT TO BE PURCHASED:

Proctor & Redfern Limited
Consulting Engineers
June 11th, 1975
AS:hs

SUPPLEMENTARY CONDITIONS

SC.01 GUARANTEE PERIOD

- A. The guarantee period for the Contract shall be twelve months, unless an extended guarantee period is called for in any specific section.

SC.02 DEFINITION

- A. 'Department of Highways' and 'DHO' means 'The Ministry of Transportation and Communications' and 'MTC'.
- B. 'The Department of Transportation and Communications' and 'DTC' means 'The Ministry of Transportation and Communications' and 'MTC'.
- C. The word 'provide' shall mean - supply all labour, materials, equipment, handling and cartage required for complete installation of the item concerned.
- D. The words 'Work', 'work' or 'works' have the same meaning as for 'WORK' as defined in the General Conditions.

SC.03 INSURANCE

A. Claims

1. 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.
2. If a claim or alleged claim is rejected by the Contractor and/or his insurance company, the Contractor shall report this fact in writing to the Engineer.
3. 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.

B. Limits

1. Liability insurance

- (A) Amend clause (C) of article 24 Liability Insurance of the General Conditions to read as follows -

(C) Have a limit of not less than \$1,000,000.00 inclusive per occurrence.

2. Automobile insurance

- (A) Amend the second sentence of article 25 Automobile Insurance of the General Conditions to read as follows -

Such insurance shall have limits of not less than \$1,000,000.00 inclusive.

C. Certificate

1. As required by Article 29 - Insurance Policies and Certificates of the General Conditions, evidence of insurance shall be shown on the Certificate of Insurance (form CD-23) bound herein.

D. Damage insurance

1. Notwithstanding the provisions of clause 28 of the General Conditions, no 'Damage Insurance' will be required on this Contract.

SC.04 HOLDBACK FOR RECTIFICATION AFTER ACCEPTANCE OF THE WORK

- A. To cover rectification costs during the guarantee period, the Owner will retain five percent of the value of the work done, such amount being held back in each progress certificate. This holdback will be retained for a period of one year from the 'Acceptance Date' which is described in article 33 of the General Conditions. Additional monies will be held back as required by provincial statutes.

SC.05 PERMITS

A. Property Owners' Release of Disposal or Fill Areas

The Owner will, without further notice to the Contractor, withhold payment of monies due to the Contractor, until the Contractor provides to the Engineer two copies each of a release signed by the property owner of each disposal or fill area used by the Contractor.

B. Private Property

Before entering onto private property, obtain written permission from each property owner concerned and submit two copies to the Engineer.

SC.06 FINAL PAYMENT CERTIFICATE

- A. Notwithstanding the provisions of clause 36 of the General Conditions, the following shall apply -
 1. Provided all the provisions of the Contract have been fully met, the Engineer will issue a final certificate one year after the acceptance date, unless otherwise specified.

SC.07 PROGRESS PAYMENT CERTIFICATES

- A. Notwithstanding the provisions of the General Conditions of the Contract, no progress payment certificates will be issued.

SC.08 ACCEPTANCE CERTIFICATE

- A. Upon acceptance of the work by the Engineer and the Town of Pelhaman acceptance certificate will be issued in accordance with Article 33 of the General Conditions of the Contract.

SC.09 BONDS

- A. Notwithstanding the provisions of the General Conditions of the Contract, neither a Performance Bond nor Labour and Materials Payment Bond will be required in this Contract.

PART 3.05 MUD AND DUST

- A. Keep streets and other construction areas clean. If it is necessary to haul wet material, use suitable watertight trucks.
- B. Control dust by the use of water or calcium chloride, or both.

PART 3.06 OTHER CONSTRUCTION

- A. Other construction may be proceeding at the same time near the Work of this Contract. Extend cooperation and free access to other companies and employees who may be working in the area.

PART 3.07 ADJACENT STRUCTURES AND UTILITIES

- A. Perform temporary and permanent support and temporary relocation and replacement of underground or overhead utilities as detailed in the General Conditions.
- B. Permanent relocation of underground or overhead utilities will be carried out by others, if necessitated by coincidence of lines or grades, or both.

PART 3.08 TEMPORARY ACCESS

- A. Where necessary for access, provide and maintain suitable safe, temporary roads, walkways, and bridges. Remove temporary access facilities and restore disturbed areas, after the Work of the Contract has been completed.

PART 3.09 CLEAN-UP

- A. On a daily basis as the Work progresses and on completion of the Work, clean-up and remove from the site the rubbish and debris. Remove excess material that is not required to be left on the site by the conditions of the Contract.

C. Excavated material unsuitable for road sub-base will be placed on private property adjacent to the site in locations designated by the Engineer.

D. Keep excavation dry.

PART 3.03 DEMOLITION AND REMOVAL OF EXISTING CULVERT

A. Demolish the existing concrete culvert as shown on the drawings. Remove the resulting debris from the right-of-way.

PART 3.04 CULVERT CONSTRUCTION

A. Place backfill for the culvert simultaneously around the culvert in 6-inch lifts compacted to 95 percent Standard Proctor Density.

PART 3.05 ROADWORK

A. Scarify the existing granular road prior to placing the granular base.

B. Placing of granular material to conform to MTC Form 314.

C. Compact all granular material to 95 percent Standard Proctor Density.

PART 3.06 CLEANUP AND RESTORATION

A. Restore all fencing disturbed by the Contractor's operation to original condition or better.

B. Leave the site in a neat condition upon completion of the work.