



CONTRACT DOCUMENTS

Foley Crescent and Conlon Crescent Watermain and Sewer Replacement

CONTRACT 2018-510

**Terry Ugolini
Mayor**

**Geoff Holman, C.E.T.
Director of Public Works and Community Services**

Closing Date: Wednesday, June 12, 2019 @ 2:00pm



Contract No.: 2018-510
Foley Crescent and Conlon Crescent
Watermain and Sewer Replacement
The City of Thorold

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SPECIAL INSTRUCTIONS TO BIDDERS

SPECIAL INSTRUCTIONS TO BIDDERS

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SPECIAL INSTRUCTIONS TO BIDDERS

1. Named Parties

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

Owner: **The City of Thorold**

Engineer: **Associated Engineering (Ont.) Ltd.**

Contract Administrator: **Associated Engineering (Ont.) Ltd.**

Inspector: **Associated Engineering (Ont.) Ltd.**

Contact for Enquiries:

Lindsay Mooradian, P.Eng. Civil Engineer Associated Engineering Tel: (289) 974-0358 Fax: (905) 346-0992 mooradianl@ae.ca	Ryan Maiden, B.Eng.. Project Manager City of Thorold Telephone No.: (905) 227-3535 Fax No.: (905) 227-3666 Ryan.maiden@thorold.com
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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: **Donna Delvecchio**
Title: **City Clerk**
Address: **Corporation of the City of Thorold**
3540 Schmon Parkway, P.O. Box 1044
Thorold, ON L2V 4A7

By the following time, as determined on the clock located at the location receiving bids:

Time: **2:00 p.m.**
Date: **June 12th, 2019**

(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 or Bid Bond and in the amount of **\$5,000.00** made payable to The City of Thorold.

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 the same day that tenders close.

Time: 2:15 p.m.

**Location: Council Chambers, City Hall
3540 Schmon Parkway
Thorold, ON L2V 4A7**

Firms submitting tenders will be permitted to attend the tender opening.

(e) The total tender price will be announced for each tender opened, (excluding H.S.T.).

3. Deadline to Submit Questions

Deadline to submit questions: **Friday, June 7, 2019 at 2:00pm.**

4. Estimated Tender Value:

The estimated tender value of the project is as follows (excluding HST).
Estimated Tender Value: **\$1,090,000.00**

5. Tender Award

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

Municipal Council

Tentatively, construction may commence, but is not guaranteed, by: **June 24th, 2019**

6. Maintenance Holdback

This contract will be subject to a Maintenance Holdback of five percent (5%) of the final contract value (excluding HST). The holdback will be released as specified in Special Provisions – General.

The maintenance holdback shall be exclusive of, and above any statutory lien holdbacks that may apply to the Contract. The Corporation shall retain the sole discretion as to the form in which the holdback monies will be maintained.

7. Liquidated Damages

The liquidated damages for this contract shall be one thousand Dollars (\$ 1,000.00) for each and every day's delay as outlined in Special Provisions - General.

8. Additional Insured

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

Corporation of the City of Thorold
Associated Engineering (Ont.) Ltd.
EXP

9. Confidentiality

The City will treat all bids as confidential. The City will comply with the Municipal Freedom of Information and Protection of Privacy Act, and its retention by-law pursuant to the Municipal Act, in respect of all bids. All Public Reports approved by the Council of the City will become public information. Such Public Reports will not include bid documents. The City will not return or destroy any copies of any unsuccessful bid.

10. Purchasing By-Law

Submissions will be solicited, received, evaluated, accepted, and processed in accordance with The City's Purchasing By-law as amended from time to time. In submitting a bid in response to this solicitation, the Bidder agrees and acknowledges that is has read and will be bound by the terms and conditions of The City's Purchasing By-law.

11. Bidder Performance (Litigation)

The Corporation may, in its sole discretion, reject a Bid if a Bidder:

- (i) has, at any time, threatened, commenced or engaged in legal claims or litigation against the Corporation;
- (ii) previously provided goods or services to the Corporation in an unsatisfactory manner;
- (iii) has failed to satisfy an outstanding debt to the Corporation
- (iv) has a history of illegitimate, frivolous, unreasonable, or invalid claims;
- (v) provides incomplete, unrepresentative or unsatisfactory references; or
- (vi) has engaged in conduct that leads the Corporation to determine that it would not be in the Corporation's best interests to accept the Bid.

12. Tender Deposit

Tender deposits, with the exception of those from the two lowest Bidders, will be returned within fifteen (15) days after the tenders are opened.

The Tender Deposit of the two lowest Bidders will be held until all necessary documentation has been provided by the successful Bidder (i.e. – Insurance, W.S.I.B. Certificate of Clearance, Bonding, etc.), the Agreement has been duly executed and the Bidder has provided evidence, satisfactory to the City, that all arrangements have been made for commencement of the services to be provided, on the Contract start date.

13. Maintenance of Traffic

Temporary closures of Foley Crescent and Conlon Crescent will not be permitted. Work shall be staged to allow for one lane of traffic during construction; two-lane traffic must be maintained when the contractor is not present on-site. Contractor will be required to provide a traffic control and management plan detailing the detour route in accordance with MTO Book 7.

14. Additions and Deletions

The City of Thorold reserves the right to add to or delete from any portion or portions of the Schedule of Work. These changes under this contract shall **NOT** be subject to the unit price adjustment provisions in the General Conditions of Contract.

15. Construction Schedule

The successful Tenderer shall submit a construction schedule to the Contract Administrator within seven (7) days of the contract award. The schedule shall show in a clear critical path diagram the proposed progress of all activity for the main items and site development of the contract, including key milestones and completion of work within the specified time allowed. The Contractor shall be required to update and resubmit the construction schedule monthly or as requested by the Engineer.

16. Exclusion

Except as expressly and specifically permitted herein, no Bidder shall have any claim for any

compensation of any kind whatsoever, as a result of participating in this Tender, and by submitting a tender each Bidder shall be deemed to have agreed that it has no claim.

17. Minor Non-Compliance

Bids which fail to conform to the requirements of this invitation in form or content may be disqualified as non-compliant. However, the City may, in its sole discretion, waive minor non-compliance and retain, for consideration and possible award, bids which do not conform to the requirements of the invitation in form or content, where such bids appear to offer the best value to the City. Bidders are cautioned that any such retention of non-conforming bids for evaluation and possible award will be a rare event and solely at the City's discretion. Bidders are urged to ensure their bid is fully compliant with all requirements of the invitation.

18. Acceptance or Rejection of Tenders

The City of Thorold reserves the right in its total discretion to accept or reject any Quotation, for any location, for any reason whatever and to accept or reject any bid if considered in its best interest, and to award by location to one or more bidders. The lowest or any Quotation will not necessarily be accepted.

19. Workplace Safety & Insurance Board Certificate of Clearance

A generic and/or specific Certificate of Clearance shall be provided to the Department Director or designate and the Certificate shall be valid for sixty (60) days from the date of commencement of the project.

All bidders shall furnish the Workplace Safety & Insurance Compensation Board account number in the form of tender where indicated. Prior to release of each and every progress draw if the payment falls out of the 60-day validity period, the successful bidder shall be required to provide a Certificate of Clearance from the Workplace Safety & Insurance Compensation Board to the Corporation. Certificate shall indicate that the bidder has complied with the requirements of the Workplace Safety & Insurance Compensation Board and is in good standing in the records of the Board.

20. Description of Work

Replacement of watermain and sanitary sewer on Foley Crescent from St. David's Road to Whyte Avenue North. Replacement of watermain and sanitary sewer on Conlon Crescent from McNamara Street to the easement at the south between 7 Conlon Crescent and 9 Conlon Crescent. Trench restoration only.

21. Site Conditions

Before submitting a tender, the Bidder should satisfy him or herself as to the nature of the subsurface materials and conditions and become familiar with any objects which may affect the work required under this Contract. In the event that the Bidder wishes to conduct more soils investigations, arrangements must be made with the Engineer before such investigations proceed.

22. Permits and Approvals

The Contractor is advised that the following permits have been received by the City:

1. None.

All requirements and stipulations outlined in the permits must be adhered to by the Contractor, NO EXEMPTIONS.

23. Surplus Excavated Material

The Contractor is reminded of the requirements of Niagara Peninsula Standard Contract Document, Special Provisions – General, Section G11 – Disposal of Surplus or Unsuitable Excavated Material. All unsuitable excess materials become the property of the Contractor and from thereon, he/she has full responsibility and liability to arrange for its removal and disposal outside the area of work at no additional cost to the Owner.

The proposed sewer will be placed in an existing granular trench. Every effort will be made to reuse the granular material if deemed structurally appropriate by the inspector and geotechnical consultant. The geotechnical consultant will be retained by the City during construction for compaction testing, and environmental testing if material is required to go off site. Only material that has to go to an MOE approved landfill will be compensated, as part of a provisional item (see SPCIS 18).

24. Geotechnical Report

A Geotechnical Report is available and included in the appendices.

25. Waterproofing of Precast Manholes

The Contractor should familiar his/herself with the requirements of the City of Thorold to minimize infiltration into precast structures. There is an SPCIS that details the waterproofing requirements.

26. Accessibility for Ontarians with Disabilities Act, 2005

The City is committed to the accessibility principles of preventing and removing barriers in accessing goods services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time. Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractors responsibility to ensure they are fully aware of, and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.

Contracted employees, third party employees, agents and others that provide customer service on behalf of Owner are legally responsible to be in compliance with the provisions outlined in Section 6 of the Ontario Regulation 429/07 with respect to training under the Customer Service Standard of the Accessibility for Ontarians with Disabilities Act (2005). The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instructions regarding all matters set out in Section 6 of the Regulation. By signing the Accessibility Declaration the bidder agrees to be in full compliance with this regulation. The successful bidder will be expected to complete the confirmation form, prior to the issue of the agreement or purchase order.

27. Notice of Service Disruption

Contractors shall be responsible for notifying the general public when planning/implementing a disruption to any transportation walkway, pathway, driveway, roadway, etc. It shall be the Contractor's responsibility to notify the general public of any disruption to regular service; prior to the commencement of the disruption. In the case where construction activities will cause a disruption to normal service appropriate signage shall be installed. At the Owner's request, information relating to the disruption shall be supplied to allow for the posting of disruption notices on the Owner's web page of choice.

The posted signage shall – as a minimum – include the headings listed below (or format supplied by the Owner) and shall be filled out by the contractor and installed in advance of the service disruption.

NOTICE OF SERVICE DISRUPTION

Please be advised of a disruption to:

Reason for disruption:

This service will be unavailable for the period of:

Alternative facilities or services:

For more information or service accommodation, please contact:

WE APOLOGIZE FOR THE INCONVENIENCE

THANK YOU

28. Health and Safety

Once the Contractor has been initially approved to do the work, the Contractor must partake in a pre-job meeting with the Department Head or designate to review the City of Thorold's Health and Safety Policy on Contractor Responsibilities and procedures relevant to the job. All Contractors working on a job for the Corporation of the City of Thorold must comply with the City of Thorold's Health and Safety Policy Manual.

The Contractor shall, before commencing work on a project, give to the Director of Ministry of Labour, a notice in writing with a copy to the Contract Administrator in accordance with the current section(s) of the Occupational Health and Safety Act.

A copy of all notices received by the Contractor from the Ministry of Labour shall be forwarded to the Contract Administrator within twenty-four (24) hours of receipt of the same.

Should an inspector discover an infringement of the Health and Safety Act, the Contract Administrator will request the Contractor to correct the problem. If this is not done, the Contract Administrator will immediately inform the local Ministry of Labour Inspector of the situation.

No claims will be entertained as a result of delays caused by work stoppages for safety infringements.

INSTRUCTIONS TO BIDDERS

(Refer to Niagara Peninsula Standard Contract Documents)

FORM OF TENDER

Contract No.: 2018-510
Foley Crescent and Conlon Crescent
Watermain and Sewer Replacement
The City of Thorold

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)
Supplementary 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 of:

_____ Dollars.

(\$ _____) *excluding H.S.T.*

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

ADDENDA

We agreed to commence work as specified to
proceed continuously to the completion and to
complete all the work within **60** working days

**COMMENCEMENT
AND
COMPLETION**

We agree that this tender is to continue open to acceptance
and irrevocable until the formal contract has been executed
by the successful bidder for the said work and the bond or
bonds as specified have been executed by the approved
surety or sureties, and that the Corporation may, at any time,
within 45 (forty-five) calendar days of closing date, accept
this tender without notice, whether any tender has been
previously accepted or not.

**TENDER IS
OPEN TO
ACCEPTANCE &
IRREVOCABLE**

** to be filled in by the Tenderer.*

**OFFERED ON BEHALF
OF THE CONTRACTOR**

Insert Workplace
& Insurance Board
Account No.

Signature

Signature

Company Name

Contractor's Seal

Address

Witness

Date

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.

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The City of Thorold**

TENDERER'S EXPERIENCE IN SIMILAR WORK

UNLESS THIS LIST IS PROPERLY COMPLETED, THE TENDER MAY BE DISQUALIFIED

YEAR COMPLETED	DESCRIPTION OF WORK	FOR WHOM WORK PERFORMED	VALUE

**Contract No.: 2018-510
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The City of Thorold**

(a) Harmonized Sales Tax:

The Contractor shall **NOT** include any amount in his tender price for the Harmonized Sales Tax (H.S.T.). Any amount to be levied with respect to the H.S.T. will be included as a separate item on the payment certificate. The appropriate H.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 \$ _____
- ii) Estimated Cost of Harmonized Sales Tax \$ _____
- iii) Total Contract Amount [(i) + (ii)] \$ _____
- iv) H.S.T. Registration Number: _____

Company Name

Contractor's Signature(s)

Address

Contractor's Seal

Witnesses: _____

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Watermain and Sewer Replacement
The City of Thorold**

**ACCESSIBILITY REGULATIONS FOR CONTRACTED
SERVICES CONFIRMATION FORM**

If the nature of your business with the Regional Municipality of Niagara (the "Region") creates the opportunity that any of your staff, contractors or any others associated with you would interact with the public on behalf of the Owner, it is necessary that the Owner ensure those providing service on our behalf have received the Customer Service Training in order that we retain our compliance with the requirements of the Accessibility for Ontarians with Disabilities Act 2005.

Please sign below to ensure you are the person able to bind your company. Companies whose employee's role may require them to interact with the public on behalf of the Owner, shall receive the CUSTOMER SERVICE STANDARD TRAINING of the ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT 2005.

If you have any questions, please contact _____.

Please enclose this form with your bid submission.

Company Name: _____

Signature of Authorized Individual: _____

Position: _____

**Contract No.: 2018-510
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Watermain and Sewer Replacement
The City of Thorold**

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. All changes to this list must be approved by the Contract Administrator.

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

Contract No.: 2018-510
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Watermain and Sewer Replacement
The City of Thorold

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 of the works shown as described herein if the Tender for:

Foley Crescent and Conlon Crescent Watermain and Sewer Replacement

_____ 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 amount 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 ____, 2019

Name of Bonding Company

Signature of Authorized Person Signing for Company

(Company Seal)

Position

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the _____ day of _____ in the year two thousand and nineteen

by and between

Corporation of The City of Thorold
3540 Schmon Parkway, P.O. Box 1044
Thorold, ON L2V 4A7

hereinafter called the "Owner"

and

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 the Foley Crescent and Conlon Crescent Watermain and Sewer Replacement which have been signed by the parties, and which were prepared by Associated Engineering (Ont.) Ltd. acting as hereinafter called the Engineer
- (b) do and fulfill everything indicated by this Agreement, and
- (c) commence the Work by the _____ day of _____, 2019 and attain completion of the Work, as certified by the Contract Administrator, Associated Engineering (Ont.) Ltd.

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).

City of Thorold
Foley Crescent and Conlon Crescent Watermain and Sanitary Sewer Replacement
Contract Documents

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 to FT 10, included as part of this contract,
- (d) Based on the Schedule of Unit Prices, refer to in article A-3 (c) the quotation price is
\$ _____ in Canadian Funds *Excluding H.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 of ten percent (10%), 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
- (d) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest of three percent (3%) per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

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:

Corporation of the City of Thorold
3540 Schmon Parkway, P.O. Box 1044
Thorold, ON L2V 4A7

The Contractor at:

The Contract Administrator at:

Associated Engineering (Ont.) Ltd.
509 Glendale Avenue East, Suite 300
Niagara-on-the-Lake, Ontario, L0S 1J0

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

The City of Thorold
name

signature

Terry Ugolini, Mayor
name and title

signature

Donna Delvecchio, City Clerk
name and title

witness

name and title

CONTRACTOR

name

signature

name and title

signature

name and title

witness

name and title

SCHEDULE OF DRAWINGS

Contract No.: 2018-510
Foley and Conlon Crescent
Watermain and Sewer Replacement
The City of Thorold

SCHEDULE OF DRAWINGS

- 1. Contract Drawings
 - a. Cover Sheet.....Cover
 - b. Drawing Index and General Notes..... 5287-G001

CIVIL

- c. Plan/Profile – From Sta 1+000 to Sta 1+080.....5287-C101
 - d. Plan/Profile – From Sta 1+080 to Sta 1+160.....5287-C102
 - e. Plan/Profile – From Sta 2+000 to Sta 2+067.....5287-C103
 - f. Plan/Profile – From Sta 3+000 to Sta 3+085.....5287-C104
 - g. Plan/Profile – From Sta 4+000 to Sta 4+082.....5287-C105
 - h. Details I.....5287-C501
- 2. O.P.S.D. (Not Included in Contract Documents)

Contractor to construct in accordance with all relevant O.P.S.D.'s as indicated on the Contract Drawings and in these Specifications unless otherwise directed by the Engineer.

- 3. Municipal Standard Drawings (If applicable.)

Refer to NPSCD.

SPECIAL PROVISIONS

GENERAL

(Refer to Niagara Peninsula Standard Contract Documents)

SPECIAL PROVISIONS

CONTRACT ITEMS

(Refer to Niagara Peninsula Standard Contract Documents)

SPECIAL PROVISIONS

CONTRACT ITEMS SUPPLEMENTARY

STANDARD DRAWINGS

(Refer to Niagara Peninsula Standard Contract Documents)

SUPPLEMENTARY GENERAL CONDITIONS

(Also Refer to Niagara Peninsula Standard Contract Documents)

SUPPLEMENTARY GENERAL CONDITIONS

This section shall be read in conjunction with Section 8 – Supplementary General Conditions – of the Niagara Peninsula Standard Contract Document and OPS General Conditions of Contract.

GC 2.02.01 Order of Precedence

General Conditions of Contract clause GC 2.02.01 shall be amended as follows:

In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:

- a) Agreement
- b) Addenda
- c) Special Provisions – General Supplementary
- d) Special Provisions – General (Niagara Peninsula Standard Contract Document)
- e) Contract Drawings
- f) Divisional Specifications
- g) Standard Specifications
 - i. Special Provisions – Contract Items (Niagara Peninsula Standard Contract Document)
 - ii. Ontario Provincial Standard Specifications
- h) Standard Drawings
- i) Special Instructions to Bidders
- j) Instructions to Bidders
- k) Form of Tender
- l) Supplementary General Conditions
- m) General Conditions (Ontario Provincial Standard Specifications)
- n) Working Drawings

Later dates shall govern within each of the above categories of documents.

GC 3.07 Delays

General Conditions of Contract clause GC 3.07 shall be amended to include the following subsection:

- "04. If the Works is delayed by labour disputes, strikes or lock-outs including lock-outs decreed or recommended to its members by a recognized union organization, of which the Owner is a member or to which the Owner is otherwise bound, which are beyond the Owner's control, then the Contract time shall be extended in accordance with subsection GC3.06. Extension of Contract Time, in the Owner's favour. In no case shall the extension of Contract Time be more than the time lost as the result of the event causing the delay, unless a longer extension is agreed to by the Owner. The Contractor shall not be entitled to payment for standby time."

GC 6.03 Contractor's Insurance

General Conditions of Contract clause GC 6.03 shall be amended to include NPSCD Special Provisions - General Item 1.

GC 7.02 **Layout**

General Conditions of Contract clause GC 7.02 shall be amended to include the relevant clause under NPSCD Special Provisions – Contract Items A4.

GC 7.13 **Obstructions**

General Conditions of Contract clause GC 7.13 shall be amended to include NPSCD Special Provisions - General Item 21.

GC 7.16 **Warranty**

General Conditions of Contract clause GC 7.16 shall be amended to include the following subsection:

- "4) The Contractor shall correct any defects or deficiencies in the work within twelve (12) hours (or any time stipulated) of having received written notice from the Contract Administrator to do so. Should the Contractor fail to correct the defects or deficiencies within the time stipulated, or if the defect or deficiency, in the opinion of the Contract Administrator, becomes emergency in nature, the Owner will undertake the necessary corrections and the Owner's costs in this respect shall become the responsibility of the Contractor".

GC 8.01.02 **Variation in Tender Quantities**

General Conditions of Contract clause GC 8.01.02 shall be deleted.

GC 8.02.02 **Advance Payments for Material**

General Conditions of Contract clause GC 8.02.02 shall be deleted.

GC 8.02.03.02 **Certification of Subcontract Completion**

General Conditions of Contract clause GC 8.02.03.02 shall be deleted

GC 8.02.03.03 **Subcontract Statutory Holdback Release Certificate and Payment**

General Conditions of Contract clause GC 8.02.03.03 shall be deleted.

GC 8.02.04.08 **Payment for Work by Subcontractors**

General Conditions of Contract clause GC 8.02.04.08 shall be amended as follows:

- (i) Subsections GC 8.02.04.08.01 (a), (b) and (c) shall be deleted and replaced with the following:
 - "(a) 10% of the amount".

All equipment rates will be based on those listed in OPSS 127 at the time of contract execution.

OPS GENERAL CONDITIONS OF CONTRACT

(Refer to Niagara Peninsula Standard Contract Documents)

**APPENDIX A:
GEOTECHNICAL REPORT**

**APPENDIX B:
APPROVALS**

(None)