



THE CORPORATION OF THE CITY OF THOROLD

CONTRACT NO.: 2019-650

**General Maintenance, Pole Replacement, Installation and
Replacement of Street Lighting Fixtures
(Three Year Term – April 17, 2019 - December 21, 2021)**

**DUE DATE: Tuesday, April 2, 2019
2:00 p.m.**

NOTICE

This contract utilizes the Niagara Peninsula Contract Document. This document constitutes the specification for this project and must be utilized in preparing bids for tenders or quotations.

Contracts issued through tender calls and quotations will reference the Standard Document and the responsibility for obtaining or having access to the Document will rest with the bidder. Once purchased, the Standard Document can be utilized on all projects which clearly indicate reference and use of the Niagara Peninsula Standard Contract Document. The Standard Document is intended to be used as a reference specification and need not be purchased with each tender or quotation call.

These documents can be purchased from the Operations Department, 1543 Beaverdams Road, Thorold, Ontario.

Bidders are further advised of the "Instructions to Bidders" Clause 6 "Informal Tenders" and the reasons why tenders shall be rejected.

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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 Corporation of the City of Thorold

Manager of Engineering: Sean Dunsmore, P. Eng.,

Contract Administrator: Kory Yungblut, Ctech.,

Contact for Enquiries: Kory Yungblut, Ctech.,

Telephone No.: (905) 227-3535

Fax No.: (905) 227-3666

Email: Kory@thorold.com

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, Delveccio

Title: City Clerk

Address: 3540 Schmon Parkway, Thorold, Ontario. L2V 4A7

By the following time:

Time: 2:00 p.m. Local Standard Time

Date: Tuesday, April 2, 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, bank draft or money order and in the amount of \$1,000.00.

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: 2:05 p.m. Local Standard Time
Location: City Hall, Council Chamber, 3540 Schmon Parkway
Thorold, Ont. 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. **Tender Award**

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

The Corporation of the City of Thorold

Tentatively, construction may commence, but is not guaranteed, by April 17, 2019.

4. **Unbalanced Tenders and Discrepancies**

Tenders that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the Owner may be rejected.

When in a tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount of the total Tender Price shall be corrected accordingly.

In the case of an error in addition, the correct sum of the amounts shown for each tendered item shall be deemed to be the total tender price regardless of the amount submitted by the tenderer.

5. Informal Tenders

A tender shall be rejected as informal for any of the following reasons:

- a) Late bid.
- b) Incorrect tender form or envelope.
- c) Bids completed in pencil.
- d) Incomplete bids, including failure to include addendum.
- e) Bids with qualifications.
- f) Bid not signed and/or sealed.
- g) Erasures, overwriting or strikeouts not initialed.

Tender award will be made on the basis of the specified items.

6. Omissions and Discrepancies

If a tenderer finds discrepancies in, or omissions from, the drawings, specifications or other tender documents, or if he is in doubt as to the meaning, he should advise the Contract Administrator immediately. A written addendum will be sent to all tenderers if, in the opinion of the Contract Administrator, it is required.

7. Quantities are Estimated

The quantities shown for the items in the Form of Tender are estimates only and are for the sole purpose of indicating to tenderers the general magnitude of the work. For any work done or materials supplied on the unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.

8. Examination of Site

Tenders are required to satisfy themselves as to existing conditions and make appropriate allowances in preparing the tender. The Owner assumes that the information provided is the best available at the time of tender advertising and that the tenders will use the available information as a basis for pricing in the tender. The tenderer shall allow for any conditions deemed reasonable and appropriate for the performance of the work as outlined in the tender documents and incorporate such reasonable allowances in the pricing of the tender.

9. Additional Insured

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

The Corporation of the City of Thorold

10. 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.

11. 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 unsuccessful bid.

12. Rights of Municipality

- a) The Municipality reserves the right in its absolute discretion to accept a Tender which it deems most advantageous to itself and the right to reject any or all Tenders, in each case without giving any notice. The lowest or any Tender will not necessarily be accepted. In no event will the Municipality be responsible for the costs of the preparation of the submission of a Tender from any Tendered.

- b) Tenders which contain conditions or otherwise fail to conform to the Instruction of Tenderers may be disqualified or rejected. The Municipality may, however, in its sole discretion, reject or retain for its consideration Tenders, which are non-conforming because they do not contain the content or form required by the Instructions to Tenderers or for failure to comply with the process for submission set out in these Instructions to Tenderers.
- c) Except as expressly and specifically permitted in the Instructions to Tenderers, no Tenderer 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 tender shall be deemed to have agreed that it has no claim.

13. Residency/Canadian Content

The City of Thorold Procurement Policy requires that the consideration of Canadian content in materials offered as part of any bid submission be identified wherever possible.

Furthermore, preference shall be given in the award of any contract to which has the greatest amount of Canadian content.

14. 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.

15. Harmonized Sales Tax (HST)

All prices bid are to include the HST which is to shown separately on Statement “C”.

16. Questions Regarding the Tender

Questions regarding this Tender must be submitted in writing only to the Project Manager, no later than March 25, 2019. Questions received after this stated time and date may not be acknowledged, or answered. It is the potential bidder’s sole responsibility to ensure that questions submitted have been received by the City.

17. Additions and Deletions

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

18. 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.

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**General Maintenance, Pole Replacement, Installation
and Replacement of Street Lighting Fixtures
(Three Year Term)**

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

and have carefully examined the site and location of the work to be done under this contract. We, the undersigned Contractor(s), understand and accept the said drawings and contract documents, and, for the prices set forth in this Tender, hereby offer to furnish all machinery, labor, 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 that all changes specified in the Addendum/Addenda have been included in the prices submitted.

ADDENDA

We understand that this project is for a three year period commencing April 17, 2019 through December 31, 2021.

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 tenderer for the said work, and the bond or bonds as specified have been executed by the approved surety or sureties, and that the Owner may, at any time, within 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 Tenderer.

OFFERED ON BEHALF OF THE CONTRACTOR

Insert Workers' Compensation Board Account No. _____

Signature

Signature

Company Name

Address

Witness

Date

Contractor's Seal

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.

SCHEDULE OF QUANTITIES

SECTION "A" - MAINTENANCE, INSTALLATION, REPLACEMENT, BULBS

Item	OPSS Spec. No.	Description	Est. Quantity	Unit	Unit Price per hour	Amount
1	OPSS & SSP.5	Based on eight (8) hour call-in period (1 bucket truck with 2 man crew)	10	each		
2	OPSS & SSP.5	Based on four (4) hour call-in period (1 bucket truck with 2 man crew)	10	each		
3	OPSS & SSP.5	Based on two (2) hour call-in period (1 bucket truck with 2 man crew)	10	each		
4	OPSS & SSP.5	Based on eight (8) hour call-in period (1 bucket truck with 3 man crew)	3	each		
5	OPSS & SSP.5	Based on four (4) hour call-in period (1 bucket truck with 3 man crew)	3	each		
6	OPSS & SSP.5	Based on two (2) hour call-in period (1 bucket truck with 3 man crew)	3	each		
7	SSP.7	Installation and Removal of Christmas Lights	1	L.S		
8	SSP.8	Replacement of Canada Flags on Hydro Poles	10	each		
		Total Section "A"				

SCHEDULE OF QUANTITIES

SECTION "B" - NEW POLES & INSTALLATION

Item	OPSS Spec. No.	Description	Est. Quantity	Unit	Unit Price per hour	Amount
9	OPSS & SSP.6	For streetlight pole placement/replacement & maintenance (R.B.D. & crew of 3)	16	each		
		Total Section "B"				

SECTION "C" – EMERGENCY ITEMS

Item	OPSS Spec. No.	Description	Est. Quantity	Unit	Unit Price per hour	Amount
10	SSP.9	Emergency call-out for outages (crew of 2)	5	each		
11	SSP.9	Emergency call-out, utilizing a R.B.D. & crew of 3)	5	each		
12	SSP.9	Field line tracing & relocates	100	each		
		Total Section "C"				

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(Three Year Term)**

TENDER SUMMARY

SECTION "A"	\$
SECTION "B"	\$
SECTION "C"	\$
TOTAL TENDER	\$

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**General Maintenance, Pole Replacement, Installation
and Replacement of Street Lighting Fixtures
(Three Year Term)**

LIST OF SUB-CONTRACTORS

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

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

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

STATEMENT "B"

Contract No.: 2019-650

**Title: General Maintenance, Pole Replacement, Installation
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TENDERER'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED	DESCRIPTION OF WORK	FOR WHOM WORK PERFORMED	VALUE

STATEMENT "C"

Contract No.: 2019-650

**Title: General Maintenance, Pole Replacement, Installation
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(Three Year Term)**

(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 the 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:

STATEMENT "D"

Contract No.: 2019-650

**Title: General Maintenance, Pole Replacement, Installation
and Replacement of Street Lighting Fixtures
(Three Year Term)**

List of Employees & Qualifications and List of Vehicles & Equipment

EMPLOYEES & QUALIFICATIONS	VEHICLES & EQUIPMENT

AGREEMENT TO BOND

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

.....

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

Project No.: 2019-650 – General Maintenance, Pole Replacement, Installation and Replacement of Street Lighting Fixtures (Three Year Term)

is accepted by the Owner. We also agree to a bond as surety for the payment of the cost of all labour and materials for an amount equal to 100% of the contract sum used by the Contractor in due performance of his work.

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for a Performance Bond and Labour and Materials Payment Bond, must be completed with the undersigned within fourteen (14) days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

Dated this _____ day of _____, 2019

Name of Bonding Company

Signature of Authorized Person Signing for Company

(Company Seal)

Position

**AGREEMENT TO PERFORMANCE AND LABOUR
AND MATERIAL PAYMENT BOND**

BOND NO.:

NAME OF OWNERS: **The Corporation of the City of Thorold**

DESCRIPTION OF PROJECT:

**General Maintenance, Pole Replacement, Installation
And Replacement of Street Lighting Fixtures (Three Year Term)
Contract Number 2019-650**

Notwithstanding any conditions set out in the specifications or contract to the contrary, it is further understood and agreed that if this bid is successful and the contract is awarded, the performance bond will cover a one (1) year maintenance on materials and workmanship from the date of Substantial performance of the contract.

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

(Name of Tenderer)

in a Performance Bond in the sum of 100% of the contract amount, and a Labour and Material Payment Bond in the sum of 100% of the contract amount, on approved bond forms, and conforming to the Instruments of Contract for the full and due performance of the works shown and described herein, if the tender attached hereto be accepted and a written contract entered into.

It is a condition of this Agreement and Consent that application for said Bond (or Bonds) must be made to the Surety within forty-five (45) days from the closing of tender related thereto, otherwise this Agreement and Consent shall be null and void.

Signed, sealed and dated this day of ,
2019

(Attorney-In-Fact)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the _____ day of _____ in the year
Two Thousand and Nineteen

by and between

**The Corporation of the City of Thorold
P.O. Box 1044, 3540 Schmon Parkway
Thorold, Ontario 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 2019-xxxx - General Maintenance, Pole Replacement, Installation & Replacement of Street Lighting Fixtures (Three Year Term) which have been signed by the parties, and which were prepared by The City of Thorold acting as hereinafter called the Owner.
- (b) do and fulfill everything indicated by this Agreement, and
- (c) commence the Work by the first day of April 17, 2019 and attain completion of the Work, as certified by the Contract Administrator.

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.

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 4, and 5, included as part of this contract,
- (d) Based on the Schedule of Unit Prices, refer to in article A-3 (c) the tender price is
\$ _____
_____ in Canadian Funds
(*Excluding HST*).

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, 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

- (c) 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 INDEMNIFICATION AND HOLD HARMLESS

The Contractor agrees to indemnify and save harmless the Corporation of the City of Thorold and its officers, servants and agents thereof, from all and any manner of loss, damage or injury, suit, claims, liens and demands of every nature and description incurred or brought against the Corporation or their officers, servants and agents by any person or persons whomsoever, or for any monies paid by them in settlement of or for or on account of any injuries received or sustained by them, or by any party or parties whomsoever by or from the Contractor or his servants or agents, in the prosecution or performance of said work, or by or in consequence of any negligence whatever in the performance of said work or in guarding the same, or of any improper material used in its construction, or by or on account of any act or omission of the Contractor or his agents, or for monies paid by the Corporation in discharge of any lien upon the said work which may be registered under the provisions of any statute in that behalf, or for any monies paid by the Corporation in respect of any assessment made upon the Contractor under the Workers' Compensation Act; and the Contractor further agrees that the whole or so much of the monies due to him under and by virtue of this Agreement as shall or may be considered necessary by the Corporation shall or may be retained by the said Corporation until all such loss, damage, injury, suits, claims, liens, and demands aforesaid shall have been settled and evidence to that effect furnished to the satisfaction of the Corporation.

ARTICLE A-7 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:

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

The Contractor at: (mailing address)

The Contract Administrator at; (address) same as above

ARTICLE A-8 LAW OF THE CONTRACT

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

ARTICLE A-9 LANGUAGE OF THE CONTRACT

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

ARTICLE A-10 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 Corporation of 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

Contract No.: 2019-650

**General Maintenance, Pole Replacement, Installation
and Replacement of Street Lighting Fixtures
(Three Year Term)**

SUPPLEMENTARY SPECIAL PROVISIONS

1. General Description of Work

This contract is for the provision of all labour, tools, equipment, vehicles, machinery and transportation of materials to the site for the three (3) year period of this contract.

The three (3) year period of this contract is from April 3, 2019 to December 31, 2021.

This contract shall consist of the following:

- Section "A" - The general maintenance, installation and replacement of streetlights in the City of Thorold.
- Section "B" - The installation/replacement of streetlight poles.
- Section "C" - Emergency items which are not generally used for day to day operations, but may be needed for emergency situations.

The above description is general only and shall not be construed as limiting the scope of work.

2. Items and Unit Prices

The parts of the work have been divided into Items in order to enable the tenderer to tender for the different portions of the work in accordance with his estimate of their cost.

Wherever in a Tender the amount tendered for an Item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount of the Total Tender Price shall be corrected accordingly.

3. **Qualifications and Quality of Work**

All work contained in this contract shall be carried out by competent workers who are qualified personnel with proper and safe equipment and be completed in accordance with the Occupational Health & Safety Act and Regulations for Construction Projects, Revised Statutes of Ontario, 1980, Chapter 321, Revised Regulations of Ontario, 1991, Regulation 213 and the Electrical Utility Safety Association Regulations.

For Section "A", Section "B" and Section "C" a **Journeyman Power Linesman** must remain on staff throughout the duration of this contract and a minimum of one person of a two man crew shall be classified "**Journeyman Power Linesman**".

The Contractor must also have staff qualified and equipment available to make repair to streetlights in close proximity to high tension wires and transformers. 350 volts and higher shall be considered to be high voltage and the contractor must comply with the Electrical Utility Safety Association Regulation Nos. 114, 115, 221 and 212 when working in close proximity to those areas.

The Operations Department (Engineering) will retain the authority to inspect all equipment and personal credentials prior to awarding of the contract, and failure to meet necessary requirements will result in disqualification of the tenderer. The City Council shall have the right to award the contract to the second low tenderer or to retender the contract.

4. **Materials**

Most materials required for the relamping, general maintenance and new installation of the streetlights will be supplied by the City of Thorold. Materials will be purchased by the City but stored at the contractors shop.

Any miscellaneous materials required, but not supplied by the City of Thorold will be supplied by the contractor and will be paid for by the City of Thorold. Payments for these items will be based on actual quantities used at the contractor's actual price plus the contractor's applicable administration overhead. All payments for materials will be included on the appropriate invoice on which the completed work was done. The City reserves the right to request an itemized list of quantities used along with the applicable prices.

The contractor is responsible to dispose all non-salvageable materials in accordance with current Ministry of Environment rules and regulations. All disposal costs are to be paid for by the contractor.

5. **Maintenance, Installation, Replacements and Rebuilds, Hours of Work & Procedure - Section A - Items 1, 2, 3, 4, 5 & 6.**

(A) General

The contractor shall take note that weekly work **is not guaranteed**, and that work will proceed based on outages reported (maintenance) to the City of Thorold and the scheduling of the City's Capital Installation Program.

The City of Thorold shall make every effort to schedule enough replacements, rebuilds and new installations along with the reported outages to enable the contractor to complete an eight (8) hour call-in period. In the event that no other work can be scheduled with reported outages to produce an eight (8) hour call-in period the contractor shall complete the work based on the appropriate four (4) hour or two (2) hour call-in period, whichever is necessary to complete the required work. In the event that a three (3) man crew is required to complete high voltage work, the applicable eight (8), four (4) or two (2) hour call-in period will apply to complete the necessary work.

The contractor shall take note that the quoted hourly rates will include the necessary equipment and labour to complete the required maintenance, removals, replacements, new installations and rebuilds in the field or shop, and that **no** additional unit prices will be paid or removals, replacements, new installations or rebuilds.

The hours quoted in the schedule of quantities are estimates only, and are not guaranteed to be the scope of the work hours to be involved. The City reserves the right to limit quantities of hours worked.

Payment for work shall commence when the contractor enters the City of Thorold's municipal boundaries. No payment shall be made for travelling time from the contractor's shop to the City of Thorold.

Whenever the contractor affects a change to the existing lighting, he shall remove all unnecessary hardware and he shall keep careful records by filling out and submitting to the City a Streetlight Change Report.

(B) Maintenance

The City shall report outages (maintenance) to the contractor on an "as received" basis, and the contractor shall repair all such outages within three (3) working days (not including day received), Monday through Friday, excluding statutory holidays.

In the case of a post top type luminaire, where the outage of a high pressure sodium light is a result of anything other than a defective bulb or photocell, the luminaire shall be replaced with a new high pressure sodium pole top type luminaire.

(C) Replacement (Head Changes & Complete Change Outs)

i) Head Change

This task involves the pickup from the City of Thorold Operations Department (Public Works Yard) of a new luminaire of a predetermined wattage and installing the new luminaire in such a manner that it will replace the old luminaire on the existing bracket and is connected. The old luminaire is then returned to the Public Works Yard.

ii) Complete Change Out

This task involves the pickup from the City of Thorold Operations Department (Public Works Yard) of a specified luminaire of a predetermined wattage, a tapered elliptical aluminum arm of a specified length and all other incidental hardware. The old luminaire, its supporting bracket and all other associated hardware are then completely removed from the pole and returned to the Public Works Yard.

The new luminaire is to be mounted at a height not less than 6.4 m but at a height such that a level and continuous appearance can be maintained through the length of the street. The new elliptical bracket is then installed so that it is parallel with the pole and perpendicular to the street line. The luminaire is to be installed level and square with the road.

(D) New Installations

The work included in this section is for the installation of High Pressure Sodium Fixtures and tapered elliptical aluminum arms at locations as specified. Installations shall be on existing or new poles at the specified location or the nearest pole thereto. If the standard height cannot be attained due to a conflict with other facilities, the mounting height shall be adjusted accordingly, but in no case, lower than 6.4 m bracket mounting height, or as approved by the Director of Operations. The mounting height along Regional Roads will be no lower than 10 m.

(E) Rebuilds

If required, the contractor may rebuild luminaires in the field or at the City of Thorold's shop, upon prior approval from the Director of Operations.

7. Installation and Removal of Christmas Lights- Item 7

Time for works to be stated in a lump sum price, All labor and material to be supplied by vendor Works as follows;

Fall 2019-2021:

- a) Pick up lights from Lakeview Cemetery Storage
- b) remove and install 25 new brackets (25 new Christmas lights)
- c) Install all Christmas lights, 25 new and 50 old
- d) Fix any GFI issues, verify power and lights operational once installed
- e) Replace burnouts as needed
- f) Install all lights after Remembrance day before last weekend of November
- g) Relamp as needed / verify operation

Spring 2020-2021

- a) Removal all lights return to storage at Lakeview Cemetery by End of January

8. Replacement of Canada Flags on Hydro Poles- Item 8

All labor and material to be supplied by vendor, Replace damaged or lost flags on hydro poles. Flags to be identified and provided by the City of Thorold

9. New Poles & Installations - Section "B" - Item 9

The work included in this section is for the installation of new poles and secondary wiring to accommodate the new installation of High Pressure sodium fixtures at locations specified.

Where a streetlight pole is to be moved or replaced the contractor shall supply all labour and equipment to replace such pole and will complete the work by installing the specified luminaire as directed by the Director of Operations. The old pole shall be delivered to the Public Works Yard, 1543 Beaverdams Road. New concrete poles will be supplied by the City.

The quoted unit price for this work (Item 7) shall include all labour and equipment necessary to transport and install the required poles, appurtenances and secondary wiring, with an R.B.D. and crew of 3.

The contractor which supplies the luminaire shall be in the pole raceway (concrete poles) or under a protective plastic moulding (supplied by the City) from the point where the conductor exists the bracket to a sport close to the secondary level. The moulding is to be fastened to the pole with stapes (supplied by the City) every 25 cm. The connections are to be made in accordance to the specifications set out by Hydro One. In all cases the new luminaires are to be connected to the secondary and not the streetlight wire.

9. Emergency Items Section “C” - Items 10, 11, and 12

All time to be expended by the contractor on items in this section must receive prior approval to the Director of Operations before being carried out.

(a) **Item 10**

This item is to cover all labour (crew of 2) and equipment costs associated with an emergency callout to repair outages, after normal business hours.

(b) **Item 11**

This item is to cover all labour and equipment costs associated with an emergency callout utilizing a R.B.D. and crew of three (3) after normal business hours.

(c) **Item 12**

The contractor will be required to have a qualified person on his staff able to do field line tracing, layout and supervision of new and existing work, attend to locates of various utilities and to attend work related meetings.

10. Reporting

For the maintenance work in Section “A”, Section “B” and Section “C”, the contractor shall submit, to the City, a report at the end of each week, summarizing the work completed that week. This report shall identify the outage location, the new number installed and the corrective measures taken, etc.

11. Contractor’s Experience

The work contained in this contract shall be carried out by the contractor of recognized standing, having proven experience in this type of work and the necessary equipment and qualified and certified labour force to properly carry out the work.

12. Traffic Control

Traffic control shall be the complete responsibility of the contractor. Any traffic control device necessary for the safety and convenience of the motoring public shall be supplied by the contractor. Flagging and signing for traffic control including detour signage as required shall be in accordance with the MTO Manual of Uniform Traffic Control Devices (MUTCD).

Contract No.: 2019-650

**General Maintenance, Pole Replacement, Installation
and Replacement of Street Lighting Fixtures
(Three Year Term)**

SCHEDULE OF OPSS AND OPSD APPLICABLE

Where the specification number for a tender item in the Form of Tender is preceded by the letters OPSS it refers to the Ontario Provincial Standard Specifications (OPSS) which are current at the time of tendering. The following OPSS shall be applicable to this contract and any other related specifications referred to in the following specifications:

1. **Construction** - OPSS 601 to OPSS 617, inclusive
2. **Materials** - OPSS 2401 to OPSS 2496, inclusive
3. **Drawings** -
 - OPSD 2225.01 - Concrete Lighting Pole (Buried)
 - OPSD 2235.01 - Pole Guying Details
 - OPSD 2238.01 - Wood Pole in Earth
 - OPSD 2240.01 - Wood Pole with Elliptical Bracket
 - OPSD 2242.01 - Wood Pole with Neutral Supported Cable
 - OPSD 2245.01 - Installation of Aerial Cable Systems
 - OPSD 2245.02 - Min. Vert. Clearance for Aerial Cable
 - OPSD 2250.01 - Bracket Mounting Details
 - OPSD 2255.01 - Pole Wiring Diagrams

NB: Contractors are advised that the City of Thorold has adopted the Ontario Provincial Standard Specifications and Drawings.

Copies of the relevant specifications **ARE NOT** included in this contract, therefore, it is necessary for the contractors to obtain their own sets of the Ontario Provincial Standard Specifications and Ontario Provincial Standard Drawings (OPSD).

GENERAL CONDITIONS OF CONTRACT

The general conditions applicable to this contract can be found in the Ontario Provincial Standard Specifications (OPSS), GC1 and GC8