



COBOURG

THE CORPORATION OF THE TOWN OF COBOURG

## TENDER BID RECEIPT LABEL

**THIS LABEL MUST BE SECURELY ATTACHED TO THE FRONT OF  
THE SEALED ENVELOPE CONTAINING THE TENDER BID.**

**ALL TENDER BIDS MUST BE RECEIVED AT:  
LEGISLATIVE SERVICES, 55 King Street West, Cobourg ON K9A 2M2  
905-372-4301**

<i>COMPLETED BY DEPARTMENT ISSUING TENDER BID</i>	
TENDER BID NUMBER:	CO-17-18 PW
TENDER BID NAME:	Construction of Improvements to James Cockburn Park
CLOSING DATE:	Tuesday, October 3, 2017
CLOSING TIME:	2:00 P.M.

<i>COMPLETED BY COMPANY SUBMITTING TENDER BID</i>	
SUBMITTED BY:	
COMPANY CONTACT:	
COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY PHONE:	

<i>LEGISLATIVE SERVICES USE ONLY</i>		
TENDER BID RECEIPT:		
DATE:	TIME:	INITIALS:

**By-law 016-2012, Purchasing Policy (est March 19, 2012)**

Part 7.1, Section 7, RETURN RECEIPT OF COMPETITIVE BID DOCUMENTS, Purchasing Policy,  
"All tender bids will be issued from and received at the office of the Municipal Clerk, located at the  
Main Floor of Victoria Hall, 55 King Street West, Cobourg, Ontario K9A 2M2,  
using the appropriate label or envelope as provided in bid package."

**THE CORPORATION OF THE TOWN OF COBOURG**



**REQUEST FOR TENDER**

**CONSTRUCTION OF IMPROVEMENTS  
TO JAMES COCKBURN PARK**

**700 William Street, Cobourg**

**Corporation of the Town of Cobourg**

**Construction of Improvements to James Cockburn Park**

**Index to Information for Tenderers**

<b>Clause</b>	<b>Page No.</b>
1. General.....	3
2. Delivery and Opening of Tenders.....	3
3. Description of Works.....	3
4. Inquiries During Tendering.....	4
5. Disqualification of Tenders.....	4
6. Withdrawal or Qualifying Of Tenders.....	4
7. Informal or Unbalanced Tenders.....	4
8. Examination of Site.....	5
9. Tender Items.....	6
10. Tender.....	6
11. Omissions, Discrepancies and Interpretations.....	7
12. Quantities are Estimated.....	7
13. Acceptance or Rejection of Tenders.....	7
14. Award of the Contract.....	8
15. Period of Validity of Tender.....	8
16. Tender Deposit.....	8
17. Agreement.....	10
18. Performance and Payment Bonds.....	10
19. Proof of Ability.....	10
20. Subcontractors.....	11
21. Workplace Safety and Insurance Board.....	11
22. Occupational Health and Safety.....	11
23. Machinery and Equipment Supplied by the Contractor.....	12
24. Harmonized Sales Tax.....	12
25. Lump Sum for Other Requirements.....	12
26. Time of the Essence of the Contract.....	13
27. Caveats.....	13

---

28. Workplace Safety & Insurance Board – Experience Rating .....	13
29. Conformity to Legislation.....	13
30. Availability of Tender Contract Drawings.....	13
31. Sanitary Maintenance Hole Locations .....	13

**1. General**

**Sealed** Tenders clearly marked “Construction of Improvements to James Cockburn Park, Contract No. CO-17-18 PW” will be received until:

**2:00:00 P.M., Local Time, Tuesday, October 3, 2017**

and shall be addressed to: **Ms. Lorraine Brace**

**Manager of Legislative Services**  
Corporation of the Town of Cobourg  
Victoria Hall, 55 King Street West  
Cobourg, Ontario K9A 2M2

**2. Delivery and Opening of Tenders**

One (1) copy of the tender, on the forms provided, shall be submitted. All information requested shall be shown in the tender, in the space provided.

The use of mail or courier for delivery of a tender will be at the sole risk of the Tenderer and no consideration will be given to tenders deposited after the advertised deadline.

On the closing day, at the time advertised, the envelopes will be opened and the tenders will be read and recorded publicly by the Owner in the location stated in the Tender Advertisement. Tenders will then be checked by staff and a recommendation to Council will be made.

**3. Description of Works**

The following is a general but not necessarily complete, description of the works to be constructed for the Corporation of the Town of Cobourg (Owner):

**Construction of Improvements to James Cockburn Park**

Supply of materials, labour and equipment to improve an existing parking area, and construct a new parking area, trails, and one (1) new soccer field (Field #1) at James Cockburn Park (700 William Street).

The Town has a construction budget of **\$180,000** for this project of which \$93,000 was received from government funding as part of the Canada 150 Community Infrastructure Program.

**Additional Works**

The supply and installation of seven (7) sanitary maintenance hole frame and grates may also be included in the scope of work, the costs of which will form a separate budget from the park improvements scope.

**Due to budget restrictions, the scope of work may vary based on the bids received. The Town reserves the right to revise the scope of work.**

Note: the Contract Drawings illustrate three (3) soccer fields. The scope of work for this contract shall only be for Field #1 as well as the parking areas and path, budget allowing.

Generally, work as outlined in the Form of Tender is to be constructed to the Ontario Provincial Standard Specifications (OPSS) and various other Specifications they refer to unless otherwise stated in the Special Provisions forming part of these Contract Documents.

It is the Owner's intent to award the works to one prospective Tenderer.

The various OPSS referred to in the Form of Tender are not included in these Contract Documents. It is the Tenderer's and Contractor's responsibility to obtain the current issue of these Specifications.

#### **4. Inquiries During Tendering**

Tenderers are advised that inquiries regarding the interpretation of the plans or specifications shall be directed in writing to Laurie Wills, P.Eng., Deputy Director of Public Works [lwills@cobourg.ca](mailto:lwills@cobourg.ca).

#### **5. Disqualification of Tenders**

Under no circumstances will tenders be considered which:

- a) are received after the time stated in the Tender Advertisement, as recorded by the Owner on the date and at the place of tender, on the advertised closing date for tenders; and,
- b) are not accompanied by a certified cheque or bid bond in an amount not less than that specified.

#### **6. Withdrawal or Qualifying Of Tenders**

A Tenderer who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that Tenderer for the Contract.

A Tenderer may withdraw or qualify his/her tender at any time up to the official closing time by submitting a letter bearing his/her signature and seal as in his/her tender to be delivered to the Owner. Such a submission at the location stated in the tender advertisement for the receipt of tenders must be received in sufficient time to be marked with the time and date of receipt before advertised time, as recorded by the Owner on the date and at the place of tender, on the date for closing of tenders. The Tenderer shall show his/her name, the name of the project and the Contract number on the envelope containing such letter. No email, fax transmissions or telephone calls will be considered.

#### **7. Informal or Unbalanced Tenders**

All entries in the Form of Tender shall be made in ink or by typewriter. Entries or changes made in pencil shall, unless otherwise decided by the Owner, be invalid or informal.

Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, and alterations (unless properly and clearly made and initialled by the Tenderer's signing officer) or irregularities of any kind, may be rejected as informal.

Each Item in the tender form shall include a reasonable price for such Item. Under no circumstances will an unbalanced tender be considered. The Owner and the Contract Administrator will be the sole judge of such matters and should any tender be considered to be unbalanced, then it will be rejected by the Owner.

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 and the Total Tender Price shall be corrected accordingly, unless otherwise decided by the Owner.

A discrepancy in addition or subtraction in a tender shall be corrected by the Owner by adding or subtracting the Items correctly and correcting the Total Tender Price accordingly, unless otherwise decided by the Owner. Where an error has been made in transferring an amount from one part of the Form of Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.

If a Tenderer has omitted to enter a price for an Item of work set out in the Form of Tender, he/she shall, unless he/she has specifically stated otherwise in his/her tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said Item of work and, unless otherwise agreed to by the Owner, no increase shall be made in the total Tender Price on account of such omission.

Tenders that are based upon an unreasonable period of time for the completion of the works may be rejected.

The Owner reserves the right to waive formalities at its discretion.

Tenderers who have submitted tenders that have been rejected by the Owner because of informalities will normally be notified of the reasons for the rejection within ten (10) days after the closing date for tenders.

## **8. Examination of Site**

Each Tenderer must examine the location of the work and fully inform themselves of existing conditions by personal examination as to the local conditions to be met with during the construction and conduct of the work. All Contract Documents are to be carefully examined. No plea of ignorance of conditions or difficulties which may be encountered in the execution of the work hereunder by failure to make such inspections or investigations will be accepted as sufficient reason for failure on part of successful Tenderer to fulfill all requirements of the Contract.

The Owner has made no arrangements with private owners for site investigations to be carried out by prospective Tenderers. If any person proposes to carry out any investigation on any property relative to the proposed works, he/she shall, before entering the said property, and any other property for the purpose of obtaining access to the said property, and before commencing the said investigation, contact each owner and occupant of the said properties and advise them of the nature and extent of the proposed investigation and obtain an agreement in writing thereto of all such owners and occupants. The person (or firm) who was responsible for carrying out such an investigation or for making use of any access as aforesaid shall reinstate promptly all property which has been disturbed by such investigation or by use of such access and shall be responsible for all damage and claims resulting therefrom in accordance with the said agreement of such owners and occupants.

With respect to any matter referred to in the foregoing paragraph, no person referred to therein is authorized to act as agent of or to make any representation on behalf of the Owner and the Owner shall not be responsible for any disturbance to or reinstatement of any property or for any damage or claims referred to therein.

**9. Tender Items**

After the tender closing, the Items in the Form of Tender may have quantities modified or may be deleted from the Contract at the sole discretion of the Owner without negotiating with the bidders regardless of the percentage of the Tender the individual or combined Items represent. No consideration for loss of overhead costs or loss of profit on work not performed will be considered should these Items be deleted from the Contract.

**10. Tender**

Each tender shall include a completed Form of Tender, on the forms provided, Statements A to C inclusive, and an Agreement to Bond, all as bound herein and a tender deposit as required herein, together with any further forms or sheets which the Tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with his/her tender. The Tenderer may retain the rest of the tender documents issued to him/her.

The Tenderer shall give the total tender price both in words and in figures and, except as is otherwise specifically permitted in the Form of Tender, shall fill in all blank spaces for unit prices, Item prices, lump sums and other information in the Form of Tender. All prices tendered and all amounts to be paid will be in Canadian dollars.



**11. Omissions, Discrepancies and Interpretations**

Should a Tenderer find omissions from or discrepancies in any of the tender documents or should he/she be in doubt as to the meaning of any part of such documents, he/she should notify the Contract Administrator, preferably in writing and not later than four (4) days before the closing date for tenders. If the Contract Administrator considers that a correction, explanation or interpretation is necessary or desirable, he/she will issue an addendum to all who have taken out tender documents.

No oral explanation or interpretation shall modify any of the requirements or provisions of the tender documents.

**12. Quantities are Estimated**

The quantities shown for unit price Items in the Form of Tender are estimated only and are for the sole purpose of establishing a dollar amount based on the unit price. For any work done or materials supplied on a unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.

The Contract Administrator has the right to increase or reduce the quantities required or to suspend or omit any Item or portion of the work at any time as he/she may deem advisable.

**13. Acceptance or Rejection of Tenders**

Subject to the General Conditions, except as provided hereunder, neither the Contract Administrator nor any officer or employee of the Owner has authority to make or accept an offer or to enter into a Contract on behalf of the Owner or to create any rights against or to impose any obligations on the Owner. The recommendation of a tender to the Owner for acceptance does not constitute acceptance of the tender by the Owner.

A tender is accepted by the Owner when an agreement in the form bound herein is executed by the Owner and by the Tenderer or when the Contract Administrator, with the written authorization of the Owner and within the period referred to in Clause 17 hereof, has issued a written order to commence work to the Tenderer and the Owner or anyone acting on its behalf has requested the Tenderer to execute the Agreement and to return it to the Owner and the acceptance of the tender and the execution of the Agreement by the Owner are subject to the express condition that the owner receive a Performance Bond and a Payment Bond in the forms bound herein and in accordance with the requirements hereof, within seven (7) days after notification of the execution of the Agreement by the Owner has been mailed to the Tenderer whose tender has been accepted as aforesaid.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any tender or by reason of any delay in the acceptance of a tender save as provided in the Contract. Tenders are subject to a formal Contract being prepared and executed.

The Tenderer agrees that the Owner has the right, at his or her own discretion, to accept or reject any non-compliant tenders without stating the reasons therefore and that the lowest or any tender will not necessarily be accepted.

The Tenderer understands that fundamental to this competition is the selection of a tender that, in the Owner's opinion, is in the best interest of the Owner. To this end, the Tenderer agrees that the Owner reserves the right to select a winning tender that may be non-compliant.

Each Item in the tender form shall include a reasonable price for such Item. Under no circumstances will an unbalanced tender be considered. The Owner and the Contract Administrator will be the sole judge of such matters and should any tender be considered to be unbalanced, then it will be rejected by the Owner.

**14. Award of the Contract**

The award of this Contract in whole or in part is subject to the approval of the Corporation of the Town of Cobourg's budget.

**15. Period of Validity of Tender**

The prices entered by the Tenderer in the Form of Tender shall be based on the assumption that the Contract Administrator's written order to commence work will be issued to the Tenderer within a 45-day period after the opening date for tenders.

**16. Tender Deposit**

Each tender shall include a tender deposit in the form of a certified cheque or bid bond in the minimum amount defined below, made payable to the Owner, as a guarantee for the execution of the Contract.

<b>Total Tender Amount</b>	<b>Minimum Deposit Required</b>
\$ 20,000.00 or less	\$ 1,000.00
20,000.01 to 50,000.00	2,000.00
50,000.01 to 100,000.00	5,000.00
100,000.01 to 250,000.00	10,000.00
250,000.01 to 500,000.00	25,000.00
500,000.01 to 1,000,000.00	50,000.00
1,000,000.01 to 2,000,000.00	100,000.00
2,000,000.01 and over	200,000.00

The tender deposits of all but the two (2) lowest Tenderers will be returned within ten (10) days after the date of opening tenders. The tender deposits of the two (2) lowest Tenderers will be retained until a tender has been accepted and the Performance Bond, the Labour and Material Bond and the other documents required herein have been furnished to the satisfaction of the Solicitor and the Contract Administrator for the Owner, save that if a Tenderer has not been requested by the Owner to execute the Agreement within 45 days after the date of opening tenders or if the Contract Administrator has not issued to the Tenderer a written order to commence work within the said 45 days, his/her tender deposit will be returned, except as otherwise provided herein. After the execution of the Contract and the receipt by the Owner of the Performance Bond and the Labour and Material Payment Bond the tender deposit of the successful Tenderer will be returned.

If either of the above-mentioned two (2) Tenderers has not been notified within 30 days after the date of opening tenders that his/her tender has been recommended to the Owner for acceptance, he/she may apply to the Owner for the return of his/her tender deposit. Unless otherwise determined by the Owner, the tender deposit of one of the said two (2) tenders (normally the one who submitted the second lowest tender) will be returned when so applied for. The tender deposit of the other Tenderer will be retained or returned by the Owner as provided for elsewhere in this Clause.

The Owner may, in its discretion:

- a) cash a tender deposit cheque or qualify a bid bond and deposit the proceeds to its account, without prejudice to the ultimate disposition of such tender deposit as provided for herein; or
- b) return a tender deposit to a Tenderer at an earlier time than provided for herein; or
- c) return a tender deposit to a Tenderer on receipt from the said Tenderer of an alternative security acceptable to the Owner in lieu of the said tender deposit; and no such action shall prejudice the validity of the tender to which such tender deposit relate.

Except as otherwise herein provided the Tenderer guarantees that if his/her tender is withdrawn before the Owner shall have considered the tenders or before or after he/she has been notified that his/her tender has been recommended to the Owner for acceptance or that if the Owner does not for any reason receive within the period of seven (7) days as stipulated and as required herein, the Agreement executed by the Tenderer, the Performance Bond and the Labour and Material Payment Bond executed by the Tenderer and the surety company and other documents required herein, the Owner may retain the tender deposit for the use of the Owner and may accept any tender, advertise for new tenders, negotiate a Contract or not accept any tender as the Owner may deem advisable.

**17. Agreement**

The Tenderer agrees that, if requested so to do by the Owner or anyone acting on its behalf within 45 days after the date of opening tenders, he/she will execute in triplicate and return to the Owner the Agreement in the form bound herein within seven (7) days after being so requested. If the Tenderer has not been so requested within the said 45 days or if the Contract Administrator's written order to commence work has not been mailed or delivered to the Tenderer or his/her office or his/her postal address within the said 45 days, the Tenderer may, unless he/she has otherwise agreed or offered and except as otherwise provided herein, withdraw his/her tender.

**18. Performance and Payment Bonds**

The Contractor, together with a surety company approved by the Owner and authorized by law to carry on business in the Province of Ontario, shall, unless otherwise directed, furnish to the Owner a Performance Bond and a separate Labour and Material Payment Bond in the forms attached hereto each in the amount of one hundred per cent (100%) of the total tender amount and such additional amount, if any, as may be required by the Owner. The Tenderer shall tender for the cost of the bonds in the Item provided for that purpose in the Form of Tender on the assumption that each bond will be in the amount of 100% of the total tender amount. In the event that either of the bonds is required to be in an amount in excess of 100% of the total tender amount the Owner will reimburse the Contractor in the amount of the premium for such excess amount after submission by the Contractor to the Owner of the surety company's relevant receipted invoice.

The Tenderer shall include with his/her tender the Agreement to Bond in the form enclosed herewith executed under its corporation seal by the surety company from which he/she proposes to obtain the required bonds.

The Owner may in its discretion decide to obtain the bonds from a surety company of its choice and may pay the premium for such bonds directly to the surety company so chosen. In that event, the Owner will notify the selected Tenderer accordingly before the tender has been accepted and the Tenderer shall execute and furnish to the Owner the required bonds as provided for herein but the Item relating to the cost of the bonds in the Form of Tender shall be deleted from the Contract and no payment shall be made to the Contractor therefore.

The Tenderer will be required to furnish the Performance Bond and the Labour and Material Payment Bond in triplicate as required herein and in the forms bound herein within seven (7) days after notification of the execution of the Agreement by the Owner has been mailed to him. One copy of the said bonds shall be bound into each of the three (3) executed sets of the Contract.

**19. Proof of Ability**

In order to aid the Owner in determining the responsibility of each Tenderer, the Tenderer shall complete the following statement sheets which are bound herein:

**Statement 'A':** Stating the Tenderer's experience in similar work which he/she has successfully completed.

**Statement 'B':** Giving a list of the Tenderer's senior supervisory staff to be employed on the Contract with a summary of the experience of each.

If the Tenderer prefers, he/she may, in lieu of completing and submitting the above-mentioned statement sheets, submit the information required by the said sheets on similar forms prepared in his/her own office, provided that the said forms bear the Tenderer's name and the date of preparation and contain up-to-date information.

The Owner reserves the right to reject any tender where satisfactory evidence of sufficient capital, plant and experience to successfully prosecute and complete the work in the specified time, is not furnished by the Tenderer.

## **20. Subcontractors**

The Tenderer shall give in Statement "C" sheet of the tender documents the name and address of each proposed Subcontractor used in making up his/her tender. Only one Subcontractor shall be named for each part of the work to be sublet.

If the successful Tenderer wishes to substitute a Subcontractor other than the one named in Schedule "C" of the Form of Tender for a specific Item of work, he/she shall submit documentation to the Contract Administrator pertaining to the proposed Subcontractor's experience and competence to carry out the work. Employment of the proposed Subcontractor on the works is subject to the written approval of the Contract Administrator.

## **21. Workplace Safety and Insurance Board**

The Contractor shall at the time of entering into any Contract with the Owner, make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid.

The selected Tenderer shall submit such statutory declaration or clearance letter to the Owner in triplicate together with the Agreement executed by the said Tenderer. One copy of the statutory declaration or clearance letter shall be bound into each of the three (3) executed sets of the Contract.

## **22. Occupational Health and Safety**

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor by executing this Contract unequivocally acknowledges that it is the constructor within the meaning of the Occupational Health and Safety Act, and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the Tenderer that the Occupational Health and Safety Act provides in addition to other matters that,

“A constructor shall ensure, on a project undertaken by the constructor that,

- a) the measures and procedures prescribed by this Act and the regulations are carried out on the project;
- b) every employer and every worker performing work on the project complies with this Act and the regulations; and,
- c) the health and safety of workers on the project is protected.”

### **23. Machinery and Equipment Supplied by the Contractor**

The Contractor is responsible for ensuring that all machinery and equipment supplied by him, or by any Subcontractor, under the Contract complies with the requirements of the Contract and in particular with the requirements of the Specifications for machinery and equipment, and that all suppliers of such machinery and equipment comply with such requirements. Failure on the part of a supplier to comply with such requirements shall not relieve the Contractor of responsibility for ensuring that the requirements of the Contract are fulfilled.

### **24. Harmonized Sales Tax**

#### **.1 Requirements of Tender**

The Tenderer is instructed to exclude the Harmonized Sales Tax from his/her tendered amount.

#### **.2 Payment of the Harmonized Sales Tax**

Payment of the Harmonized Sales Tax will be made to the Contractor in conjunction with amounts certified as due on Monthly Payment Certificates as approved by the Contract Administrator. The amount of tax due will be shown as a separate Item.

### **25. Lump Sum for Other Requirements**

In this Item of the Schedule of Items and Prices, or in the case of a lump sum type Contract, in the Breakdown Schedule, the Tenderer shall enter his/her tender amount for providing Items such as watchmen, permits and approvals (other than those to be paid by the Owner), Items required by the Drawings or Specifications but which have been omitted from the Schedule and other Items required by the Contract but not specifically covered by or related to the other Items in the Schedule.

Each Progress Payment Certificate will include a percentage of the tender amount for this Item in proportion to the percentage of the permanent works completed. The submission by a Tenderer of an unbalanced price for this Item renders the tender liable to disqualification.

These lengths shall be considered final for lump sum payment calculation purposes and the prorating percentage shall be applied and will be fixed at 67% for all tendered lump sum (LS) Items.

**26. Time of the Essence of the Contract**

Time shall be deemed to be the essence of the Contract.

The Tenderer, having carefully examined the site of the proposed works and having read, understood and accepted the provisions, plans, specifications and conditions attached hereto, each and all of which forms part of this tender, agrees to have accomplished completion of all Contract work as defined in GC1.06 of the General Conditions on or before **March 31, 2018**.

Failure by the Contractor to complete any of the above works to the satisfaction of the Contract Administrator by the respective specified completion dates shall render the Contractor liable for Liquidated Damages.

**27. Caveats**

This project is contingent upon approval of works by the governing authorities including but not limited to the Ministry of Environment. The Contract will not be awarded until or unless the work is approved.

It is also to be understood that no work can be commenced until the Owner has received the necessary approvals from authorities that may have jurisdiction over parts of the work in this document.

**28. Workplace Safety & Insurance Board – Experience Rating**

Tenderers must submit with their bid, their experience rating under the NEER, the CAD-7, or the MAP program for the last completed year. This experience rating may be used as a factor in the selection of the successful Tenderer.

**29. Conformity to Legislation**

The Contractor must conform to all applicable legislation and regulations. Without limiting the generality of the foregoing this shall include the Occupational Health and Safety Act and Regulations, the Labour Standards Act, the Highway Traffic Act, the Workplace Safety Insurance Board Act and the Environmental Protection Act.

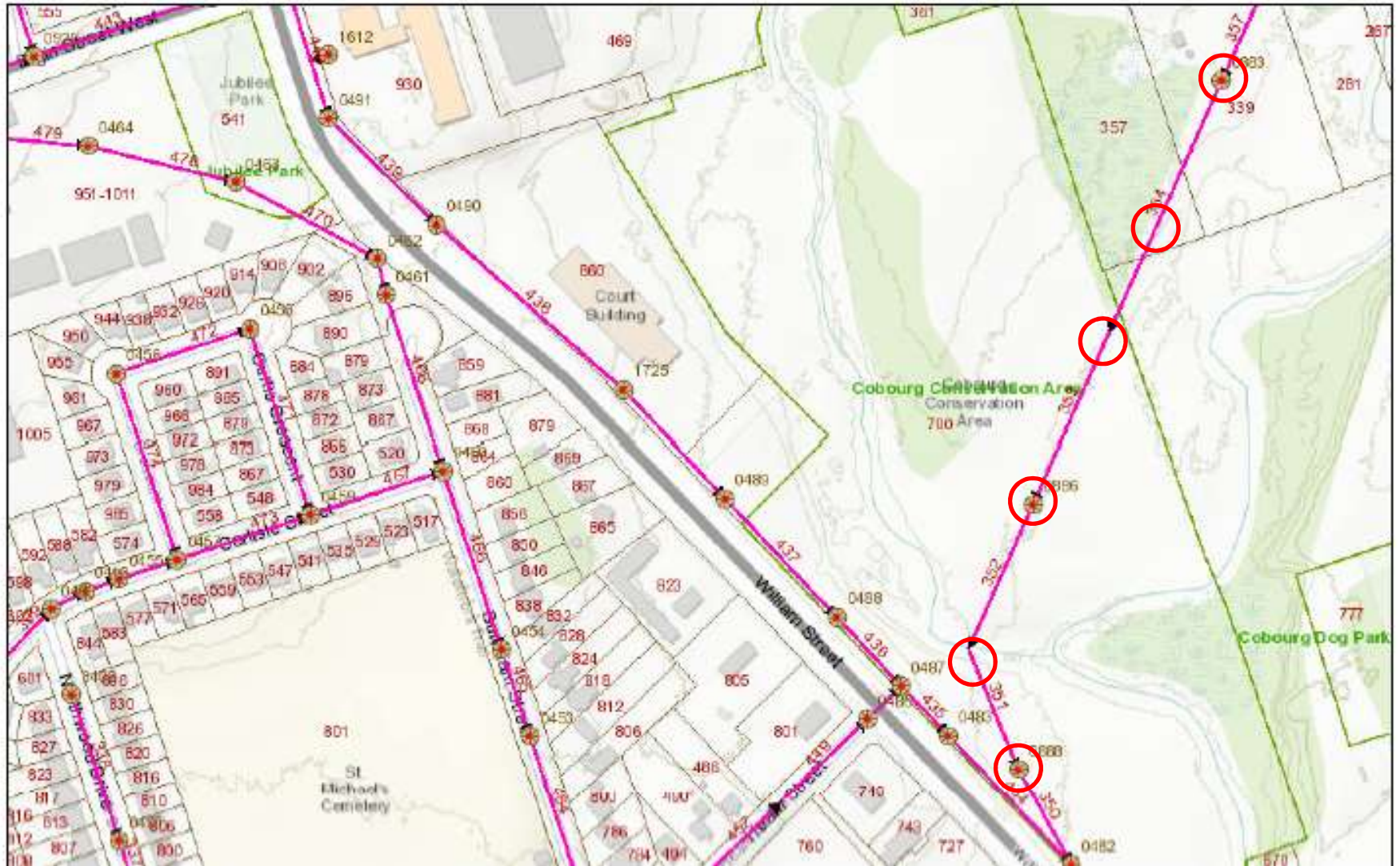
**30. Availability of Tender Contract Drawings**

Should the Contractor make a request to the Contract Administrator, a secured PDF of tender Contract Drawings will be provided. The Contractor assumes full responsibility for ensuring any changes, or modifications to the drawing set, whether by addenda or otherwise, are fully understood and followed as the drawing sets may not be reissued during the tender period by the Contract Administrator.

**31. Sanitary Maintenance Hole Locations**

See attached map.

## Sanitary Maintenance Hole Locations





Corporation of the Town of Cobourg

**Construction of Improvements to James Cockburn Park**

**Index to Special Provisions General**

<b>Clause</b>	<b>SPG Page</b>
1. Contract Drawings.....	3
2. Ontario Provincial Standard Specifications (OPSS).....	3
3. Plan Quantity Items.....	3
4. Guaranteed Maintenance.....	3
5. Contract Time And Liquidated Damages.....	4
6. Contractor’s Authorized Representative.....	4
7. OPS General Conditions.....	5
8. Layout By Contractor.....	5
9. Restrictions on Open Burning.....	5
10. Payments.....	5
11. Utilities.....	6
12. Dust Control.....	7
13. Traffic Control, Flagging.....	7
14. Construction Signs.....	7
15. Maintenance of Traffic.....	7
16. Emergency and Maintenance Measures.....	8
17. Management and Disposal of Excess Material.....	8
18. Occupational Health And Safety Act 2013 – Designated Substances.....	9
19. Health and Safety Policy.....	9
20. Workplace Hazardous Material Information System (WHMIS).....	9
21. Spills Reporting.....	9
22. Environmental Protection Plan and Protection of Water Quality.....	10
23. Traffic and Street Signs.....	11
24. Preparation and Posting of Requirements for Work in Confined Spaces.....	11
25. Confined Space Entry.....	12
26. Entry Onto Private Property.....	12
27. Storage Areas.....	12
28. General Liability Insurance.....	13

29. Construction Lien Act .....	13
30. Construction Noise .....	13
31. Variations in Tender Quantities .....	14
32. Property Claims During Construction .....	14
33. Construction Staging .....	14
34. Access to Private Property During Construction .....	14

## 1. Contract Drawings

The Contract Drawings listed below form part of the Contract Documents:

<b>Dwg. No.</b>	<b>Dwg. Title</b>
C001	General Arrangement
C002	Plans And Details
C003	Dimensions – Parking Lot Extension
C004	Sections

Additional drawings showing details in accordance with which work is to be constructed will be furnished from time to time by the Contract Administrator and will become part of the Contract Drawings.

Detailed drawings take precedence over general drawings.

The location of utilities shown on Contract Drawings is in accordance with best information available and is not guaranteed. It is the Contractors responsibility to obtain locates for all utilities and provide protection of utilities during construction.

The Contractor is to obtain required dimensions not shown on Contract Drawings from the Contract Administrator before proceeding with construction of work.

## 2. Ontario Provincial Standard Specifications (OPSS)

The Contractor is responsible for obtaining the latest version of the applicable OPSS.

## 3. Plan Quantity Items

Measurement for payment of the Items designated (P) in the Form of Tender is by plan quantity, as may be revised by adjusted plan quantity at the discretion of the Contract Administrator.

## 4. Guaranteed Maintenance

Section GC7.16 of the General Conditions is revised in that the Contractor shall guarantee and maintain the entire work called for under this Contract for a period of twelve (12) months.

The Contractor shall make good in a permanent manner, satisfactory to the Owner, any and all defects or deficiencies in the work, both during the construction and during the period of maintenance as aforesaid. The Contractor shall commence repairs on any work identified as defective under this Clause within 48 hours of receipt of notice from the Owner or the Contract Administrator.

The decision of the Owner and the Contract Administrator shall be final as to the necessity for repairs or for any work to be done under this Clause.

## 5. **Contract Time And Liquidated Damages**

### (1) **Time**

Time shall be of the essence for this Contract.

For purposes of this Contract, GC1.04 of the General Conditions is revised, in that Contract Time means the time stipulated herein for completion of the Work as defined in Clause GC1.06.

### (2) **Progress of the Work and Contract Time**

It is expected that the Contract Administrator will issue a written order to commence the work as per GC 7.01.02 within 5 days of award.

The Contractor shall accomplish completion of all Contract work as defined in GC1.06 of the General Conditions on or before **March 31, 2018**.

If the Contract time above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the Contract time specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various Items of work and no additional compensation will be allowed therefore.

### (3) **Liquidated Damages**

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed by the dates specified, or as extended in accordance with Section GC3.06 of the General Conditions, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of **One Thousand Dollars (\$1,000.00)** as liquidated damages for each and every days delay in achieving completion of the work beyond the dates prescribed. It is agreed that this amount is an estimate of the actual loss of damage to the Owner which will accrue during the period in excess of the prescribed date for completion.

The Owner may deduct any amount under this paragraph from any moneys that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

## 6. **Contractor's Authorized Representative**

Authorized representative as referenced in GC7.01.10 is defined as an employee of the Contractor.

**7. OPS General Conditions**

Wherever in this Contract reference is made to the General Conditions, it shall be interpreted as meaning the OPS General Conditions of Contract (OPSS MUNI 100, November 2006).

**8. Layout By Contractor**

Prior to the commencement of any construction layout, the Contractor shall verify the vertical accuracy of all temporary and permanent benchmarks and primary horizontal alignment control shown on the Contract Drawings. The Contractor shall also perform random checks on all survey control points and existing centreline road profiles. The Contractor shall provide a Summary Report of all aforementioned checks made to the Contract Administrator prior to the commencement of construction layout. Any discrepancies between the Contract Drawings and field checks shall be reported immediately to the Contract Administrator.

With the exception of the benchmark(s) specifically provided, no elevation within the Contract Drawings are to be used as a reference for any purpose.

The Contract Administrator shall provide AutoCAD drawing(s) for construction layout purposes prior to construction commencement. The Contractor shall ensure the AutoCAD Drawings are consistent with the conditions on the site.

Costs associated with all survey layout activities, including field verification work undertaken by the Contractor, shall be included in the Contractor's tender bid.

**9. Restrictions on Open Burning**

Open fires will not be permitted within the limits of this Contract. Brush and debris may as an alternative to burning, be disposed of outside the Contract Limits and in compliance with the requirements specified elsewhere for Management and Disposal of Excess Material.

**10. Payments**

Except as herein provided, payments under this Contract will be made in accordance with Section GC8.02.03 of the General Conditions.

Notwithstanding the provisions of the General Conditions respecting certification and payment, the Owner may withhold 2-1/2 percent of the total value of work performed beyond the expiration of 46 days from the date of publication of the Certificate of Substantial Performance, to enable the Contract Administrator to produce the final detailed statement of the value of all work done and material furnished under the Contract. As a condition of holdback reduction from 10% to 2-1/2%, the Contractor shall supply a Statutory Declaration as defined in GC8.02.03.07.03(b) and advertise the Certificate of Substantial Performance per GC8.02.03.04.03.

As a condition of Progress Payment Certificate processing, the Contractor must provide a current WSIB Clearance Certificate and a Statutory Declaration in support of each Progress Payment Certificate and an updated project schedule as directed by the Contract Administrator.

All interim monthly certificates are not conclusive as to the value or quality of services provided and payment certificates are subject to reopening and readjustment.

The Completion Payment Certificate to include release of the remaining holdback will be issued within 120 days after the date for completion as specified under GC1.06. The date for interest due to late payment shall commence following 180 days after the date of completion of the work.

As a condition of the final holdback payment, the Contractor shall provide the required Property Owner's Releases as specified elsewhere, as appropriate. Acceptance by the company of the final holdback payment shall constitute a waiver of claims by the company against the Municipality, except those previously made in writing in accordance with the Contract and still unsettled.

The Contractor shall include in his price for the publication of the Certificate of Substantial Performance. Publication is mandatory whether Contractor requests Substantial Performance or not.

The Contractor is advised that the Owner may withhold payment on Interim and Holdback Release Certificates up to 30 calendar days from the date of receipt of the executed Payment Certificates.

Payments made hereunder, including final payment shall not relieve the Contractor from its obligations or liabilities under the Contract.

The Owner shall have the right to withhold from any sum otherwise payable to the Contractor such amount as may be sufficient to remedy any defect or deficiency in the work pending correction of it.

## **11. Utilities**

Sections GC2.01.01 and GC7.13.02 of the General Conditions are deleted in their entirety and are replaced by the following:

“The Contractor shall be responsible for the protection of all utilities at the job site during the time of construction.”

The Owner will be responsible for the relocation of utilities where required. However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract.

The location of underground utilities shown on the Contract drawings are based on preliminary investigations made by the Owner and therefore the accuracy cannot be guaranteed. It is, however, the Contractor's responsibility to contact the appropriate agencies for further information prior to commencing work in regard to the exact location of all utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

The Contractor shall be responsible for supporting of all existing utilities, including poles, within the Contract Limits, including co-ordination with the required utility stakeholder authorities.

**12. Dust Control**

As a part of the work required under Section GC7.06 of the General Conditions, the Contractor shall take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work.

Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or wherever dust would be a nuisance to residents of the area where the work is being carried out.

The cost of all such preventative measures shall be borne by the Contractor.

**13. Traffic Control, Flagging**

Flagging for traffic control on this Contract shall be in conformance with the procedure outlined in OTM Book 7 (Ontario Traffic Manual), and as per the requirements of the Ontario Health and Safety Act Reg. 213/91, Section 69.1.

**14. Construction Signs**

In accordance with Section GC7.07 of the General Conditions, the Contractor is responsible for the supply, erection, maintenance and subsequent removal of all temporary traffic controls, including signs, lights, barricades, delineators, cones, detour signage, etc., required on the work.

Traffic controls shall be provided in general accordance with the latest edition of the "OTM Book 7".

A Traffic Control Plan indicating all traffic signage layout and types in a neat legible manner shall be submitted for approval by the Contract Administrator a minimum of three weeks prior to construction commencement and shall be in accordance with the latest edition of the "OTM Book 7". Revisions to the Traffic Control Plan shall be made to reflect ongoing changes on the project as needed and shall be approved by the Contract Administrator.

Traffic controls shall be operational before work affecting traffic begins.

A minimum of one (1) TC-67 sign shall be supplied and erected by the Contractor at Contract limits (Elgin Street entrance to park), and two (2) appropriately sized signs shall be supplied and erected at each of the pedestrian path entrances with approved text, as directed by the Contract Administrator. The Contractor shall maintain signs for the duration of the construction, including removal upon completion.

**15. Maintenance of Traffic**

The Contractor will be permitted to close the entrance to James Cockburn Park to vehicular traffic during construction. Safe pedestrian access to the park shall be maintained at all times or may be temporarily closed when a safe access route cannot be maintained due to construction activities.

## **16. Emergency and Maintenance Measures**

Whenever the construction site is unattended by the general superintendent, the name, address and telephone number of a responsible official of the contracting firm, shall be given to the Contract Administrator. This official shall be available at all times and have the necessary authority to mobilize workmen and machinery and to take any action as directed by the Contract Administrator in case emergency or maintenance measures are required regardless whether the emergency or requirement for maintenance was caused by the Contractor's negligence, act of God, or any cause whatsoever.

It shall be the Contractor's responsibility to ensure that erosion and sedimentation control measures within the limits of the Contract are in place and fully operational to the satisfaction of the Contract Administrator, should the onset of severe inclement weather be forecast.

Should the Contractor be unable to carry out immediate remedial measures required, the Owner will carry out the necessary repairs, the costs for which shall be charged to the Contractor.

## **17. Management and Disposal of Excess Material**

The requirements of OPSS 180 shall apply to this Contract, revised as follows:

- .1 Section 180.03, Definitions, shall be amended by the addition of the following:

Work area: means the road allowance, right-of-way, and property with a boundary common to the road allowance or right-of-way within the Contract limits.

All excess materials shall be managed, handled and disposed of at suitable locations, in accordance with applicable Municipal, Provincial, Federal and locally governing Conservation Authority jurisdictions, policies and legislations.

Contractors to note the requirement as stipulated in Town of Cobourg Bylaw 035-2012, Dumping of Fill and the Removal of Fill which can be viewed at: <https://cobourg.civicweb.net/Documents/DocumentList.aspx?ID=7422>

Prior to the commencement of any earth removal from the site, the Contract Administrator and the Owner shall be provided with proposed locations to allow for a preliminary screening, as the locations may relate to Provincially Significant Wetlands, future Municipal projects, or areas regulated by the local Conservation Authority. The Contractor shall provide the Contract Administrator with the proposed disposal location two (2) weeks prior to the commencement of any earth removal from the site. For the purpose of this Contract, all excess materials shall meet the requirements of the Ministry of Environment "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act" (April 15, 2011)", which can be viewed at the following website: <https://www.ontario.ca/environment-and-energy/soil-ground-water-and-sediment-standards-use-under-part-xv1-environmental>



**18. Occupational Health And Safety Act 2013 – Designated Substances**

It is the responsibility of the Contractor to ensure that all Subcontractors performing work under this Contract have received a copy of this specification, where Designated Substances are identified as being present at the site of the work.

The Contractor shall comply with the governing Ministry of Labour Regulations respecting protection of workers, removal, handling and disposition of the Designated Substances encountered on this Contract.

Prior to commencement of this work, the Contractor shall provide written notification to the Ministry of the Environment at 7 Overlea Boulevard, Toronto, Ontario M4H 1A8, of the location(s) proposed for disposal of Designated Substances. A copy of the notification shall be provided to the Contract Administrator a minimum of two weeks in advance of work starting.

In the event that the Ministry of the Environment has concerns with any proposed disposal location, further notification shall be provided until the Ministry of the Environment's concerns have been addressed.

All costs associated with the removal and disposition of Designated Substances herein identified, shall be deemed to be included in the appropriate tender Items.

Should a Designated Substance not herein identified be encountered in the work, then management of such substance shall be treated as Extra Work.

The requirements of Section GC4.03 of the General Conditions of the Contract shall apply.

**19. Health and Safety Policy**

The Tenderer shall submit, prior to award of the Contract, a copy of their Health and Safety Policy.

**20. Workplace Hazardous Material Information System (WHMIS)**

Reporting

Section GC4.03.06 is deleted and replaced with the following:

Prior to the commencement of work the Contractor shall provide, to the Contract Administrator, a list of those products controlled under WHMIS which it expects to use on this Contract. Related Material Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under WHMIS shall be labelled.

The Contractor shall notify the Contract Administrator of changes to the list in writing and provide the relevant Material Safety Data Sheets.

**21. Spills Reporting**

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Such spills or

discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1990.

All spills or discharges of liquid, other than accumulated rain water, from luminaires, internally illuminated signs, lamps, and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and shall forthwith be reported to the Contract Administrator.

This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

## **22. Environmental Protection Plan and Protection of Water Quality**

If, in the opinion of the Contract Administrator or Approving Authorities the Contractor is not fulfilling the conditions and requirements of the Environmental Protection Plan as described herein, the Contract Administrator or Approving Agency has the right to stop the Contractor's operation and/or work, at any time, until the deficiency or default has been resolved to their satisfaction. Compensation to the Contractor for any delays incurred as a result of this stoppage of work will not be considered.

### **Equipment and Operation**

The Contractor shall control equipment and operations to limit disruption to the watercourse and surrounding areas the greatest extent possible. Control measures shall include, but not be limited to, the following requirements:

- Equipment shall arrive at the site sufficiently clean such that the Contract Administrator may confirm that no invasive species or noxious weeds are transported onto the site by equipment.
- Equipment shall arrive on site in good repair and shall be regularly inspected and maintained by the Contractor throughout the duration of the contract to ensure that it remains free of fluid leaks.
- Equipment shall not work in watercourses where the Contract Documentation and Drawings do not indicate work to be completed within the watercourse. Under no circumstances shall equipment be permitted to travel in the active watercourse.
- Where Contract Documentation and Drawings indicate work to be completed within or adjacent to the active watercourse operations shall be kept to a minimum and be completed in an organized and efficient manner such that the overall duration is minimized. These "in-water" operations will only be permitted between July 1<sup>st</sup> and September 15<sup>th</sup>.
- Restoration of disturbed areas shall be completed immediately following the disturbance of an area regardless of whether it is vegetation, hard surfaces, watercourse surfaces or embankment surfaces.

- Storage, maintenance and cleaning of equipment shall be performed a minimum of 30 meters away from the active watercourse and above the high water mark.
- Storage of fuel tanks and refueling operations shall be performed a minimum of 30 meters away from the active watercourse and above the high water mark. All fuel tanks shall be sound, leak free and where necessary certified by the required authority.
- Bio hazardous, Poisonous, Corrosive and/or Toxic Materials shall be stored a minimum of 30 meters away from the active watercourse and above the high water mark. Regulated materials shall be handled and used in accordance with applicable regulations. Quantities of these materials on site at any time shall be the minimum deemed required to carry out this Contract.
- A procedure for interception, clean-up, proper disposal and reporting of spills shall be in place prior to the commencement of the work and subject to the approval of the Contract Administrator and other Approving Authorities (i.e. MOE, Conservation Authority, DFO, MNR). Materials and equipment to facilitate spill clean-up shall be readily available and appropriately stored on-site prior to the commencement of work. All spills shall be reported to the Contract Administrator immediately.

### **23. Traffic and Street Signs**

The Contractor will be responsible for the removal and salvage of existing traffic and street signs, and their re-erection as directed by the Contract Administrator following completion of the work.

Scheduling for sign removal shall be as approved in advance by the Contract Administrator.

Regulatory signs such as “Stop” and “Yield” must be maintained throughout.

### **24. Preparation and Posting of Requirements for Work in Confined Spaces**

Clause GC7.01.07 of the OPS General Conditions of Contract is amended by the addition of the following:

Detailed written procedures addressing the confined space requirements of the Occupational Health and Safety Act and Ontario Regulations for Construction Projects, Ontario Regulation 213/91, shall be clearly posted at the project site and available to all personnel, including the Contractor's workers, Owner staff, Contract Administrator, and Ministry of Labour inspectors.

The procedures must include the rescue procedures to be followed during a rescue or evacuation of all personnel from an unsafe condition or in the event of personal injury.

The Contractor shall have personnel trained in rescue procedures readily available on site.

**25. Confined Space Entry**

Without relieving the Contractor of his responsibilities under the Occupational Health and Safety Act the Contractor shall be responsible for the supply of personal protective equipment for the use of the Contract Administrator, in connection with confined space entry while the Contractor is operating on site.

The following equipment shall be made available on request:

- Mechanical Ventilation Equipment
- Gloves
- Gas Detector (C95-80)
- Full body harness securely attached to a rope
- Rope
- Gas mask or dust, mist or fume respirator (optional)
- 30 minute self-contained breathing apparatus (need not be worn but, if required, be readily available to supply air for instant egress)
- 7 minute Escape Pack
- Explosion-proof temporary lighting
- Adequate clothing to ensure protection against abrasions and contamination.

In addition the Contractor shall provide a competent person who shall inspect all safety equipment prior to use to ensure that it is in good working order and appropriate for the task at hand.

**26. Entry Onto Private Property**

The Contractor shall not enter private property or property which is to be acquired to construct the works without the prior consent of the Contract Administrator. This requirement will be strictly enforced.

**27. Storage Areas**

Clause GC7.03.01 of the General Conditions of Contract is amended by the addition of the following:

The use of the road right-of-way as a long term storage area is not allowed under this Contract. The storage of materials and movement of equipment will only be allowed for normally accepted construction practices.

**28. General Liability Insurance**

The Corporation of the Town of Cobourg, Sanchez Engineering Inc., and Ganaraska Region Conservation Authority shall be named as additional insured's with limits of not less than Five Million Dollars (\$5,000,000) per occurrence. (See Clause GC6.03.02.01).

**29. Construction Lien Act**

The Contractor shall give the Owner notice in writing, immediately, of all lien claims or potential lien claims coming to the knowledge of the Contractor or his agents.

When a claim for lien is filed by a Subcontractor, labour or material supplier or equipment renter acting under the Contractor, and proceedings are commenced by the Owner to vacate the lien, the Contractor agrees and shall forthwith pay to the Owner, in addition to their reasonable legal fees therefore, all interest costs and expenses incurred by the Owner and an additional sum equal to ten percent (10%) of the sum found to be owing as liquidated damages, and such remedy shall be in addition to any other remedy available to the Owner under the Contract Documents.

Where any lien claimant asks from the Owner the production for inspection of the Contract Documents or the state of the accounts between the Owner and the Contractor, the Contractor shall be liable for an administration fee of Two Hundred Dollars (\$200.00) for each request made as compensation for the preparation of such accounting or for the preparation of the Contract, or both, as the case may be, and the Contractor acknowledges that such administrative fee shall be properly deductible, if the Owner should so choose, from monies otherwise payable to the Contractor under the terms of the Contract Documents.

Where an application is brought to a judge of a competent jurisdiction to compel production of any particular document to a lien claimant, the Contractor further agrees to indemnify the Owner from reasonable legal fees incurred in appearing on such an application and in addition agrees to pay to the Owner its reasonable costs incurred in producing such documents to the extent that the same is made necessary under the disposition of the matter by such judge, and the Contractor further agrees that such reasonable costs and fees incurred by the Owner as stated herein may be properly deductible from monies otherwise payable to the Contractor under the terms of the Contract Documents.

**30. Construction Noise**

Contractors are advised that construction operations shall be undertaken recognizing the restrictions imposed by Town of Cobourg By-law Number 011-2011 that can be viewed at <https://cobourg.civicweb.net/filepro/documents/108?preview-7432>. Contractors attention is drawn to Clause 3.1 at the aforementioned website regarding maximum allowable sound levels over a 24 hour period.

**31. Variations in Tender Quantities**

Clause GC.8.01.02 (b) of the General Conditions of Contract is amended as follows:

The last sentence beginning “Alternatively” and ending “paid” is deleted and replaced by “The Owner shall not be liable to the Company for loss of anticipated profit”.

**32. Property Claims During Construction**

The Contractor shall be the primary contact for claims made by homeowners and other property owners within the project limits during construction processes. The Contractor shall inform the Contract Administrator of said claims, immediately upon receipt. The Contractor shall inform the Owner, in writing, their intentions with regard to resolution of said claim within twenty-four (24) hours of receipt.

If it is deemed by the Owner that the Contractor is not adequately providing and/or retaining the services to resolve a claim by homeowners within the project limits during construction, the Owner may elect to holdback sufficient funds to resolve the claim. All claims, negotiations, and/or mediation completed under this Contract, including Arbitration, shall be completed in Accordance with Clauses and Sub-clauses of GC 3.13 and 3.14 of the General Conditions of Contract.

The application of this Clause shall not make the Owner or Contract Administrator liable in any way for subsequent performance, and in no way relieves the Contractor from his continuing responsibilities in accordance with this Contract.

**33. Construction Staging**

The Contractor shall provide a construction schedule detailing all major activities, including sequence of activities.

The methodology is to be approved by the Contract Administrator, prior to the commencement of any work.

Consideration shall be given to maintenance of sewer (storm and sanitary) flows, at all times as part of this staging schedule.

**34. Access to Private Property During Construction**

The Contractor is reminded that access to private properties, buildings, driveways, lanes must be provided at all times, if required. All costs anticipated for compliance with this Clause shall be included in the Tendered Price.

**Form of Tender**

Owner: Corporation of the Town of Cobourg  
Project: **Construction of Improvements to James Cockburn  
Park  
Contract No. CO-17-18 PW**

TENDERER:

\_\_\_\_\_  
Name

\_\_\_\_\_

\_\_\_\_\_  
Address Postal Code

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Position of Person Signing

Note: The Tenderer's name and address must be inserted above, and in the case of an unincorporated firm, the name and residence of each and every member of the firm must be inserted.

(To be Completed and Submitted by the Tenderer)

To: Corporation of the Town of Cobourg  
55 King Street West  
Cobourg, Ontario  
K9A 2M2

I (We) \_\_\_\_\_  
having carefully examined the locality and site of the proposed works, and all Contract documents relating thereto, including the: form of Agreement, Addendum/Addenda No. \_\_\_\_\_ to No. \_\_\_\_\_ \* inclusive, Special Provisions, if any, Information for Tenderers, Supplementary General Conditions, if any, General Conditions, Supplementary Specifications, if any, Specifications, if any, Standard Specifications, if any, Contract Drawings, Standard Drawings, Form of Tender, forms of Performance Bond and Labour and Material Payment Bond, hereby tender and offer in accordance therewith to enter into a Contract within the prescribed time to construct the said works in strict accordance with the Contract Documents and such further detail drawings as may be supplied from time-to-time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for use within the time specified for the Total Tender Price (excluding HST) of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), or such other sum as may be ascertained in accordance with the Contract.

**The Aforesaid Sum is Made up as Follows:**

(To be Completed and Submitted by the Tenderer)



### **Schedule of Items and Prices**

The Unit Prices tendered shall include all costs for labour, plant, the supply and installation of all materials, dewatering, clearing, excavation, grading excavation stabilization, supporting, protecting, traffic control, barricades, signs, erosion control, silt control, dust control, and complete restoration, all as detailed on the drawings and in the specifications.

Note that all costs for survey control, layout, clearing and grubbing, are to be included in the applicable Unit Prices for the Works.

Provisional Items may or may not be taken into account by the Owner in comparing tenders and awarding a Contract. Consideration of Provisional Items will be at the discretion of the Owner.

(To be Completed and Submitted by the Tenderer)

**Bid Form: Parking Lot and Field #1**

Item	Spec	Description	Unit	Qty	Unit Price	Total
1	SP	Mob/Demob	LS	1		
2	201 SP	Clear and Grub	LS	1		
3	805	Silt Fence	m	330		
4	805	Environmental Controls (Rock check/straw bales)	LS	1		
5	206 SP	Earth Excavation & Grading				
		a) Proposed Parking Lot	m <sup>3</sup>	450		
		b) Existing Parking Lot (fine grading)	m <sup>2</sup>	2100		
		c) Field	m <sup>3</sup>	8800		
		d) Path	m <sup>3</sup>	420		
7	206 802	Stripping, Stockpile, Screen and Place Topsoil (300mm)	m <sup>3</sup>	2850		
8	804	Hydroseed	m <sup>2</sup>	9500		
9	212	Imported SSM	t	1125		
10	314	Granular A				
		a) Proposed Parking Lot (300mm)	t	621		
		b) Path (150mm)	t	177		
11	314	Limestone Screenings	t	88		
12	SP	Supply Water Tight Maintenance Hole Cover	ea	7		
13	SP	Install Water Tight Maintenance Hole Cover	ea	7		
		a) Up to 300mm adjustment	ea	7		
		b) Excess of 300mm adjustment	ea	7		
					<b>Total</b>	

\*SP refers to Special Provisions – Tender Items

The Tenderer agrees that, if this tender is accepted by the Owner:

- 1) He/she will carry out any additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract;
- 2) The carrying out of any work referred to in paragraph 1) above or the issuance by the Contract Administrator of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the Contract or of any Contract Change Order previously issued by the Contract Administrator or any of the rights of the Owner or of the Contract Administrator under the Contract;
- 3) He/she will pay to the Owner the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as expressly modified by all Contract Change Orders issued by the Contract Administrator remains uncompleted after the expiry of the Time for Completion specified in the Contract or the extended time for completion allowed in writing by the Contract Administrator or the interim completion date as specified in the Contract.

The prices applicable to work referred to in paragraph 1) above shall be determined as follows:

- (a) The Schedule of Items and Prices shall apply where applicable;
- (b) If the above Schedule is inapplicable the prices shall be determined in accordance with Section 3.11 of the General Conditions.

The Tenderer agrees that he/she is not entitled to payment of all items, except for additional work carried out by him in accordance with the Contract and only to the extent of such additional work, as authorized by the Contract Administrator in writing.

The Tenderer agrees that, if so requested in writing by the Owner, he/she will enter into a Contract with the Owner based upon his tender but jointly in the names of the Tenderer and the Tenderer's parent company, if any. The Tenderer further agrees that any request by the Owner as indicated above is not and shall not be deemed to be a counteroffer by the Owner.

The Tenderer agrees that this tender is subject to a formal Contract being prepared and executed.

The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed Contract for which this tender is made.

The Tenderer further declares that this tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.

The Tenderer further declares that no member of the Board and no officer or employee of the Contract Administrator is or will become interested directly or indirectly as a contracting party, partner, surety or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived therefrom.

The Tenderer having carefully examined the site of the proposed work, and having read, understood and accepted the provisions, plans, specifications, and conditions attached hereto, each and all of which forms part of this Tender, agrees to accomplish completion of all Contract work as defined in GC1.06 of the General Conditions as described in Clause 3 of the Information to Tenderers and Clause 5 of the Special Provisions General sections.

If the Contract time above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the Contract time specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various Items of work and no additional compensation will be allowed therefore.

The Tenderer agrees that he/she will furnish the Owner a copy of his latest financial statement within 4 days after being requested to do so by the Owner.

The "Agreement to Bond" of the \_\_\_\_\_  
a company lawfully doing business in the Province of Ontario, to furnish a performance bond and a labour and material payment bond in the Owner's forms of Performance Bond and Labour and Material Payment Bond each in an amount equal to 100% of the Contract price, or in such greater amount as may be required by the Owner, if this tender is accepted, is enclosed herewith.

The Tenderer agrees that the Owner reserves the right to reject any or all tenders and that the lowest or any tender will not necessarily be accepted.

The Tenderer solemnly declares that the several matters stated in the foregoing tender are in all respects true.

A certified cheque or bid bond in the amount specified in Clause 16 of the Information for Tenderers, made payable to the Owner is attached hereto as the required tender deposit. This cheque or bid bond shall constitute a deposit which shall be forfeited to the Owner if the successful Contractor fails to file with the Owner a 100% Performance Bond and a 100% Labour and Material Payment Bond, satisfactory to the Owner within ten (10) calendar days from the date of receipt of Notice of Acceptance of the Tender.

(To be Completed and Submitted by the Tenderer)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Tenderer

Note: If the tender is submitted by or on behalf of a corporation, it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation or water seal, must be affixed. If the tender is submitted by or on behalf of an individual or a partnership a seal must be affixed opposite the signature of the individual or of each partner and each signature shall be witnessed.

(To be Completed and Submitted by the Tenderer)

**Statement "A"**

**Summary of Tenderer's Experience In Successfully Completed Similar Work.  
(Minimum Of Three (3) Contracts Required)**

Year	Description of Contract	For Whom Works Performed	Value	Consulting Engineer Responsible for the Works and Contact Information

(To be Completed and Submitted by the Tenderer)

**Statement "B"**

**Qualifications of Tenderer's Senior Supervisory staff to be employed  
by this Contract.**

Name	Appointment	Qualifications and Years of Experience

(To be Completed and Submitted by the Tenderer)

**Statement "C"**

**List of Proposed Subcontractors**

Clause 20 of the Information for Tenderers requires the Tenderer to list on this Statement Sheet the name of each proposed Subcontractor. The Tenderer shall make an entry for each possible sub-trade by naming the sub-trade and proposed Subcontractor.

**Failure by a Tenderer to Comply with the Foregoing Requirements May Result in His/Her Tender Being Disqualified by the Owner.**

Sub-Trade	Proposed Subcontractor

(To be Completed and Submitted by the Tenderer)



**Agreement to Bond**

\*\* \_\_\_\_\_  
\*\* \_\_\_\_\_  
\*\* \_\_\_\_\_  
\*\* \_\_\_\_\_  
Date: \_\_\_\_\_  
Bond No. \_\_\_\_\_

The Corporation of the Town of Cobourg  
55 King Street West  
Cobourg, Ontario  
K9A 2M2

**RE: Construction of Improvements to James Cockburn Park  
Contract No. CO-17-18 PW**

In consideration of the Corporation of the Town of Cobourg, (hereinafter referred to as "the Owner") accepting the tender of and executing an Agreement with:

\_\_\_\_\_

(hereinafter referred to as "the Tenderer") for the construction of the **Construction of Improvements to James Cockburn Park, Contract No. CO-17-18 PW**, subject to the express conditions that the Owner receive the Performance Bond and Labour and Material Payment Bond in accordance with the said tender, we the undersigned hereby agree with the Owner to become bound to the Owner as surety for the Tenderer in a Performance Bond and a Labour and Material Payment Bond each in an amount equal to 100% of the Contract price or other such greater amount as may be determined by the Owner, in the Owner's forms of Performance Bond and Labour and Material Payment Bond and in accordance with the said tender, and we agree to furnish the Owner with said Bonds within seven (7) days after notification of the acceptance of the said tender and execution of the said Agreement by the Owner has been mailed to us.

Yours very truly,

\_\_\_\_\_  
(Seal)

Note: This Agreement To Bond must be executed on behalf of the Surety Company by its authorized officers under the company's corporate seal shall become a part of the tender.

\* \* Enter name, address and telephone no. of the Surety Company at the top of the page.

(To be Completed and Submitted by the Tenderer)

Corporation of the Town of Cobourg

**Construction of Improvements to James Cockburn Park**

**Index to Special Provisions Tender Items**

<b>Clause</b>	<b>SPT Page</b>
Item 1 Mobilization/Demobilization .....	2
Item 2 Clear and Grub .....	2
Item 5 Earth Excavation and Grading.....	2
Item 12 Supply Water Tight Maintenance Hole Cover.....	2
Item 13 Installation of Water Tight Maintenance Hole Cover .....	2

**Item 1 Mobilization/Demobilization**

Payment shall be for full compensation of all labour, equipment and material to mobilize onsite upon construction commencement and demobilize upon construction completion.

Progress payments shall be for 50% on the first Payment Certificate and 50% shall be paid on the issuance of the final Payment Certificate.

**Item 2 Clear and Grub**

OPSS 201 applies as amended:

The Contractor shall clear and grub the existing and proposed parking areas identified on the Contract Drawings in their entirety in order to construct the proposed works.

The limits of clearing and grubbing for the soccer field work is limited to the area required to construct Field #1 only.

**Item 5 Earth Excavation and Grading**

OPSS 206 applies as amended:

The Contractor shall use all suitable excess material to fill and grade the south area of the park (identified as Field #2 and #3) beginning with Field #3 area.

**Item 12 Supply Water Tight Maintenance Hole Cover**

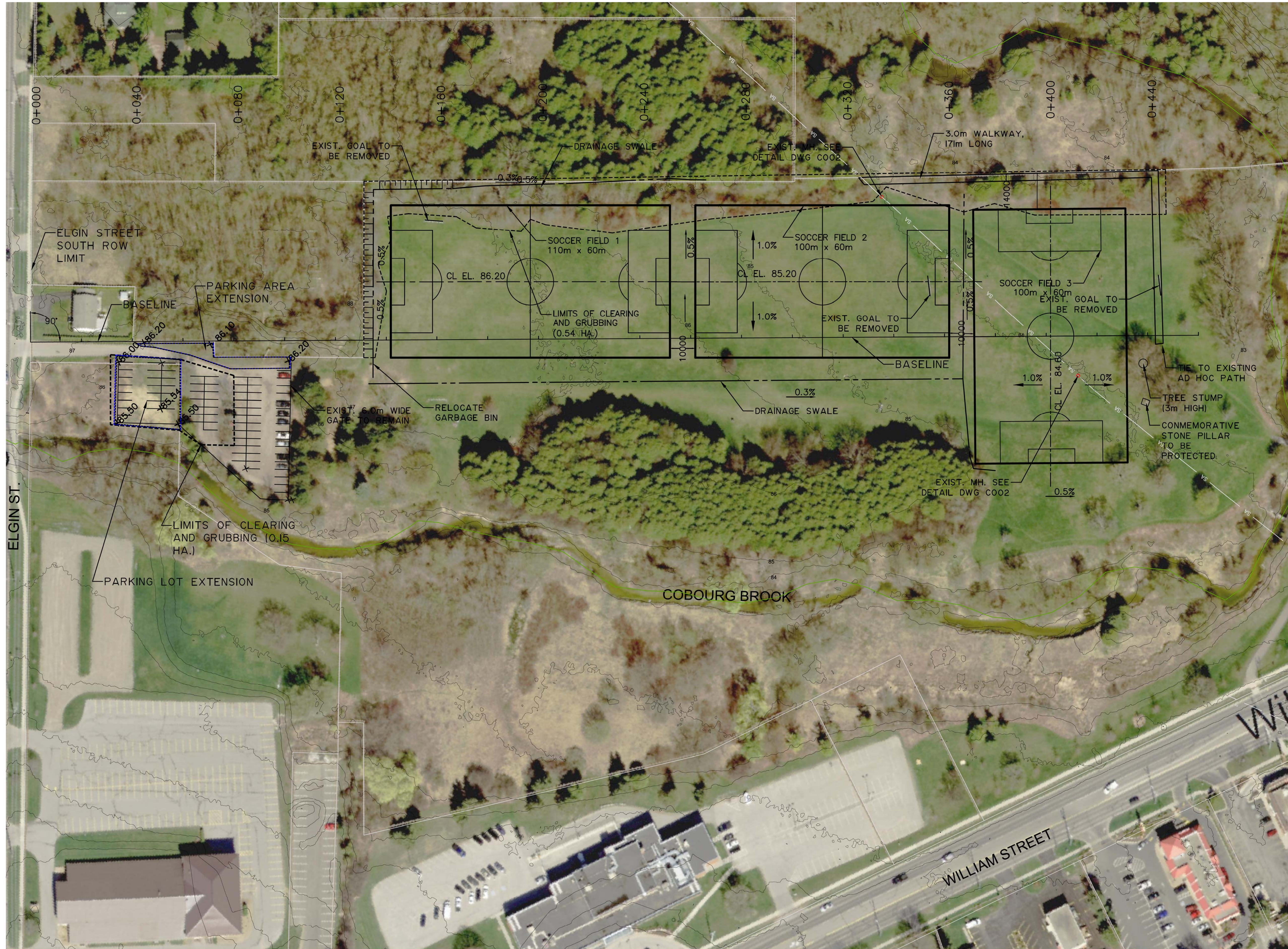
The Contractor shall supply Hamilton Kent Lifespan System units or approved equivalent.

**Item 13 Installation of Water Tight Maintenance Hole Cover**

The Contractor shall supply all materials, labour and equipment required to install water tight maintenance hole cover units per the applicable installation requirements of the manufacturer.

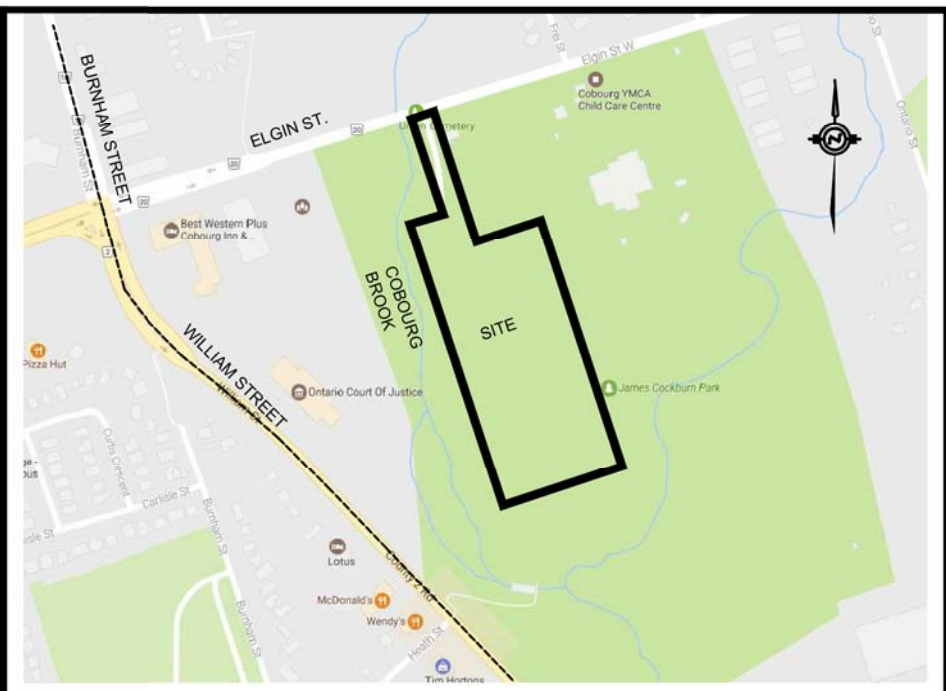
The Contractor shall remove and replace all existing risers on structures and adjust structures to be 150mm below finished grade in accordance with OPSD 704.010.

All structure adjustments and top of structure are to be wrapped with Denso LT tape, or approved equivalent, in accordance with the manufacturer's instructions and recommendations.



GENERAL ARRANGEMENT PLAN  
SCALE 1:750

DRAWING NOT TO BE SCALED  
100mm ON ORIGINAL DRAWING



LOCATION PLAN  
NOT TO SCALE

BENCHMARK ELEV. 87.36m (ADJUSTED)  
TOP OF CONCRETE, NORTH FACE OF WEST POST  
FOOTING ON NORTH GOAL OF EXISTING FIELD

**Notes:**  
THE LOCATION OF UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE PROTECTION FROM DAMAGE.  
ALTHOUGH THE DRAWING IS PLOTTED TO SCALE, UNLESS NOTED, THE CONTRACTOR SHALL NOT SCALE THE DRAWINGS. USE THE NOTED DIMENSIONS. REPORT ANY DISCREPANCIES TO THE CONTRACT ADMINISTRATOR.

0	ISSUED FOR TENDER	18/09/17	L.S.	L.S.
No.	REVISIONS	Date	By	App.



**SE** Sanchez Engineering Inc.  
Tel: 905-372-9594 Fax: 905-372-7812  
8448 Danforth Road West  
Cobourg, ON K9A 4J9  
Canada  
www.sanchezengineering.ca

OWNER:  
TOWN OF COBOURG  
PARKS AND RECREATION DEPARTMENT  
COBOURG, ONTARIO

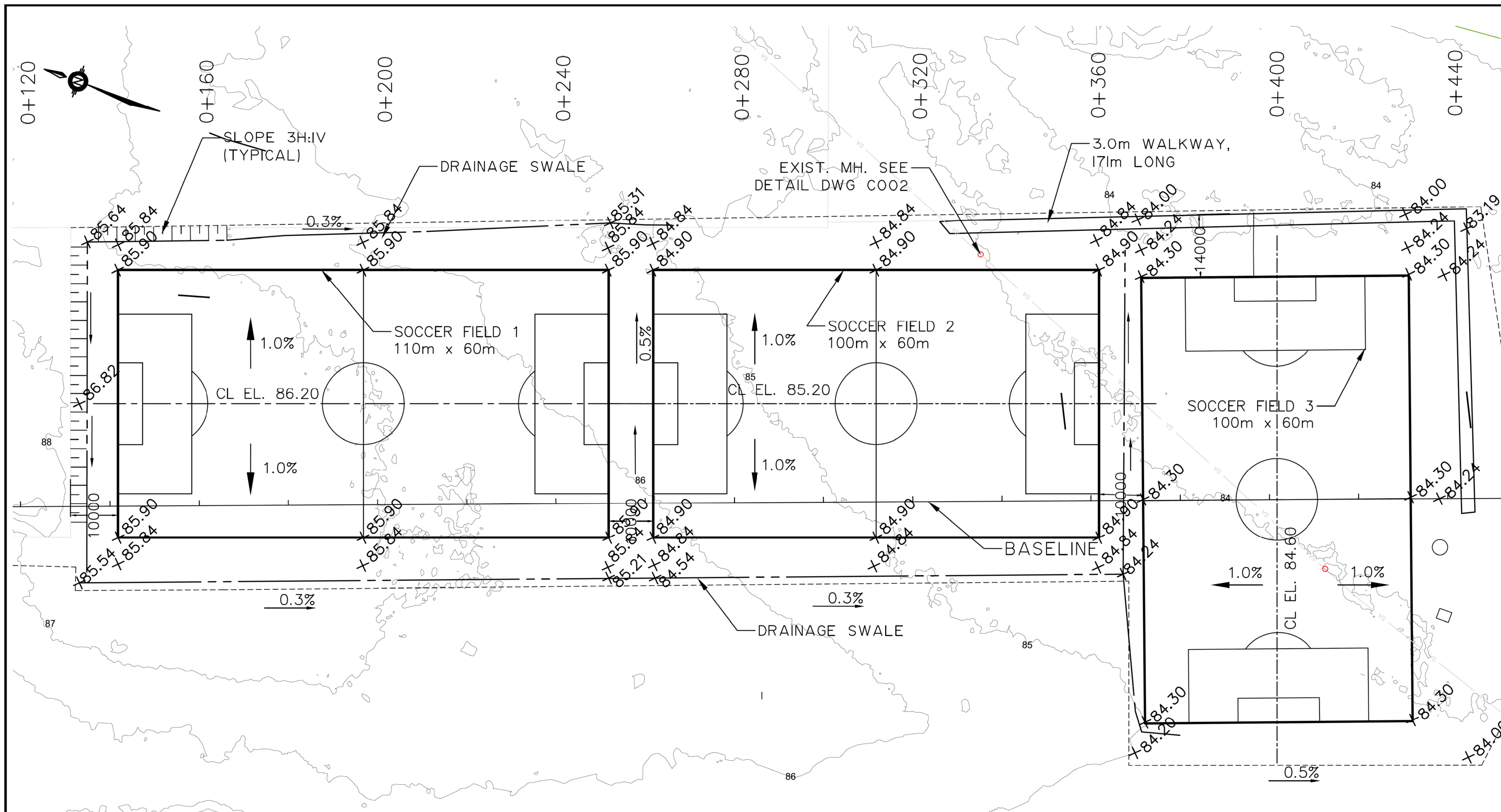
PROJECT:  
JAMES COCKBURN PARK  
SOCCER FIELDS

DRAWING:  
GENERAL ARRANGEMENT  
SOCCER FIELDS

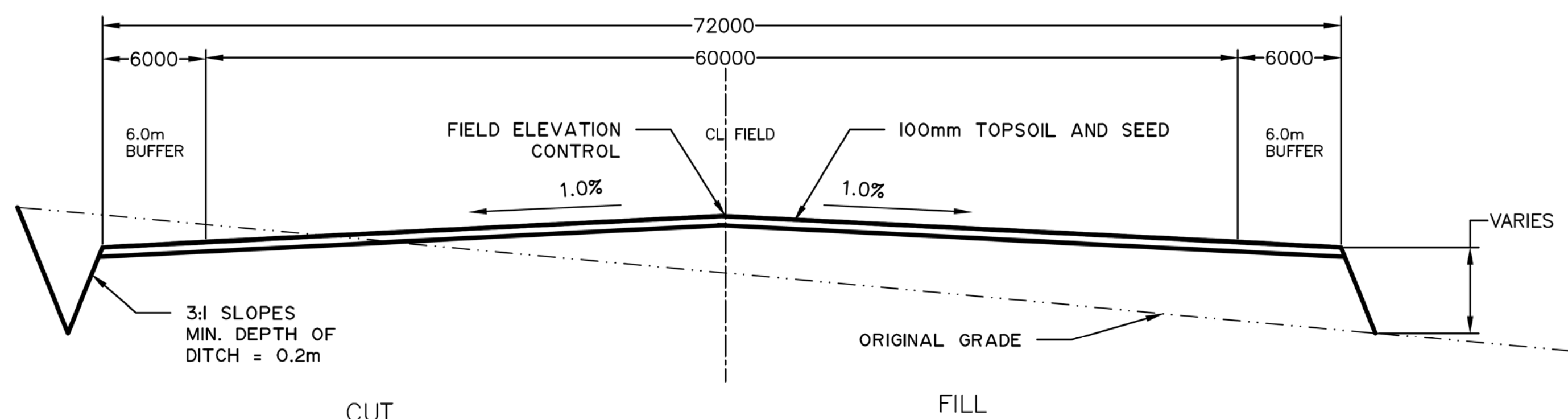
Designed By: L.S. Checked By: L.S. Date: AUGUST 2017  
Drawn By: L.S.C. Checked By: L.S.C. Project No: SN0370

Scale: AS SHOWN

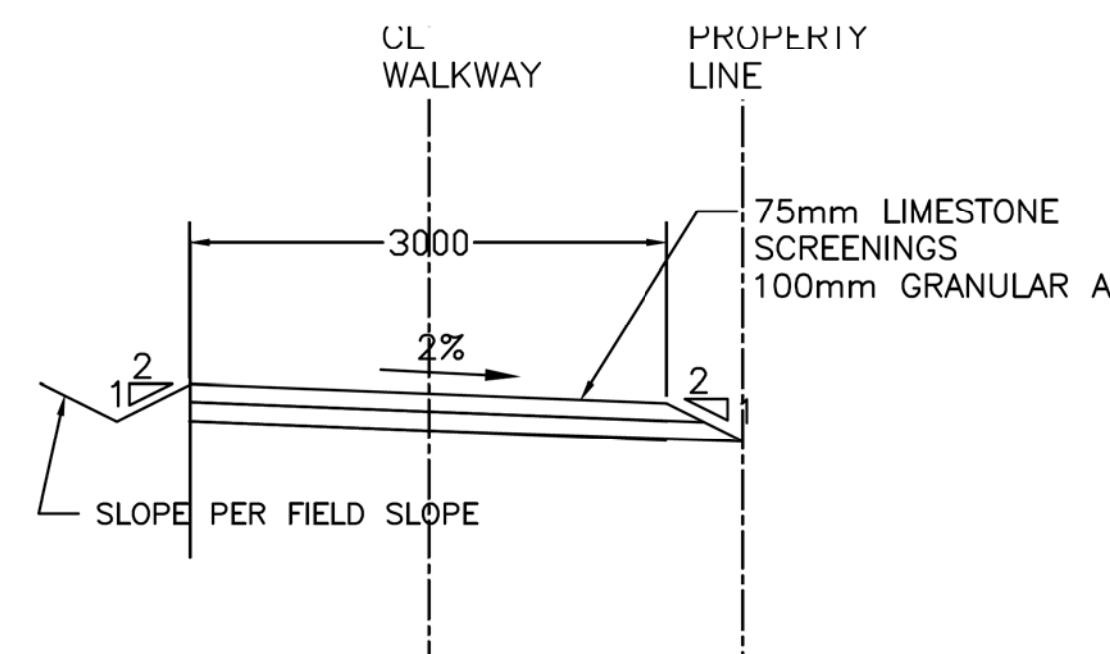
Drawing No.: C001 Revision: 0



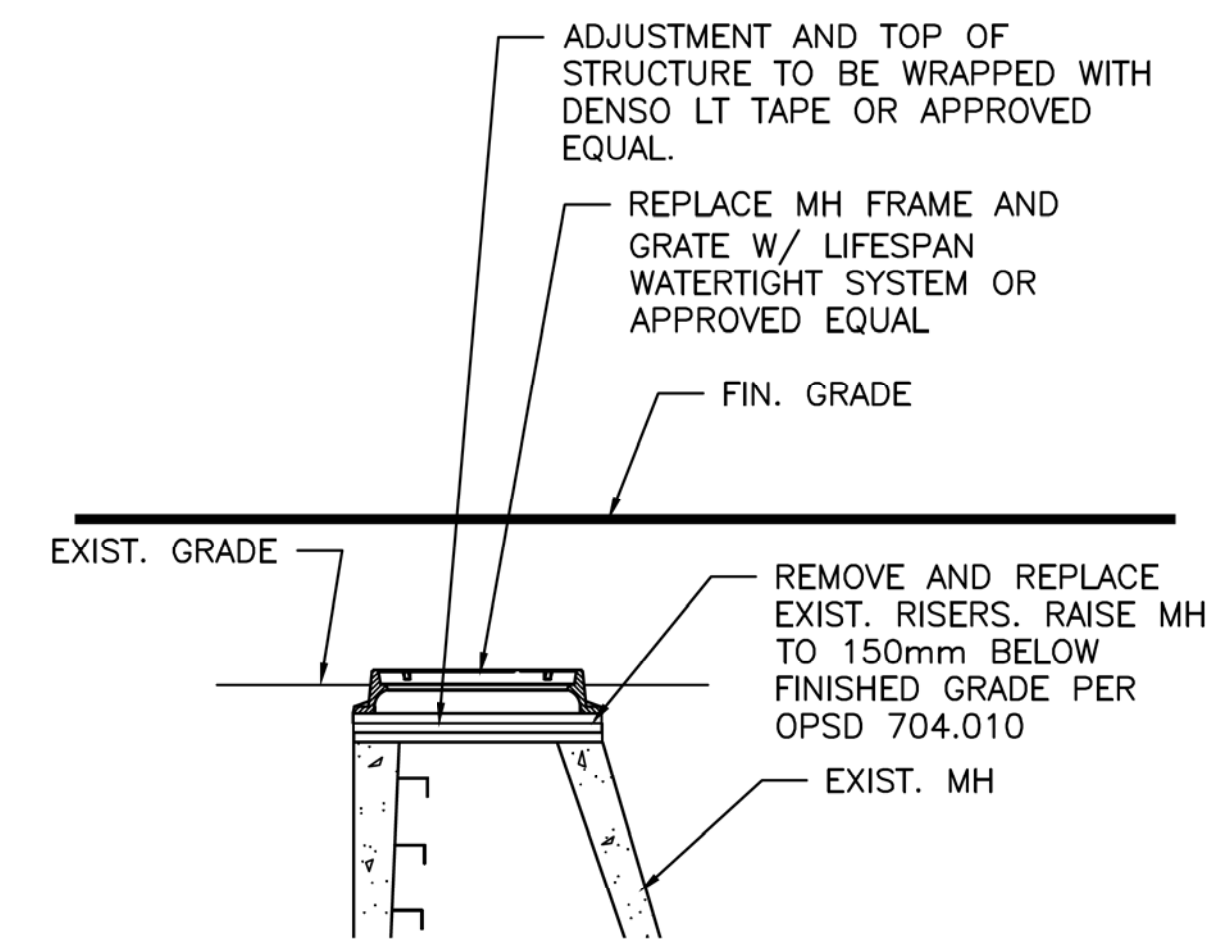
PLAN OF SOCCER FIELDS  
SCALE 1:500



TYPICAL FIELD SECTION  
SCALE 1:250



WALKWAY SECTION  
SCALE NTS



MH COVER DETAIL  
SCALE NTS

DRAWING NOT TO BE SCALED  
100mm ON ORIGINAL DRAWING

BENCHMARK ELEV. 87.36m (ADJUSTED)  
TOP OF CONCRETE, NORTH FACE OF WEST POST  
FOOTING ON NORTH GOAL OF EXISTING FIELD

Notes:  
THE LOCATION OF UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE PROTECTION FROM DAMAGE.

ALTHOUGH THE DRAWING IS PLOTTED TO SCALE, UNLESS NOTED, THE CONTRACTOR SHALL NOT SCALE THE DRAWINGS. USE THE NOTED DIMENSIONS. REPORT ANY DISCREPANCIES TO THE CONTRACT ADMINISTRATOR.

0	ISSUED FOR TENDER	18/09/17	L.S.	L.S.
No.	REVISIONS	Date	By	App.



SE, Sanchez Engineering Inc.

Tel: 905-372-9594 Fax: 905-372-7812  
6440 Danforth Road West  
Cobourg, ON K9A 4J9  
Canada  
www.sanchezengineering.ca

OWNER:  
TOWN OF COBOURG  
PARKS AND RECREATION DEPARTMENT  
COBOURG, ONTARIO

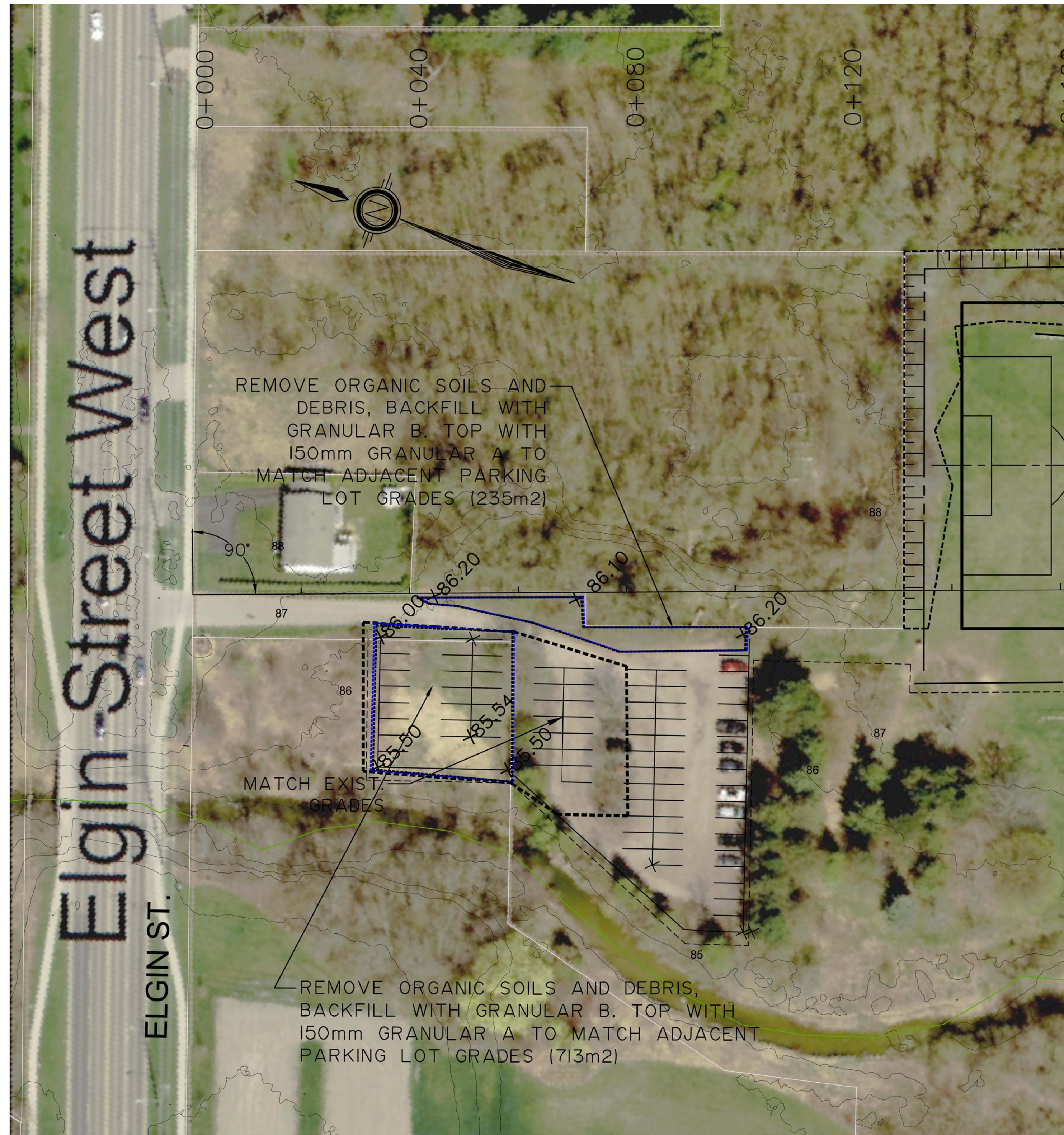
PROJECT:  
JAMES COCKBURN PARK  
SOCCER FIELDS

DRAWING:  
SOCCER FIELDS  
PLANS AND DETAILS

Designed By: L.S. Checked By: L.S. Date: AUGUST 2017  
Drawn By: L.S.C. Checked By: L.S.C. Project No: SN0370

Scale: AS SHOWN

Drawing No.: C002 Revision: 0



PLAN OF PARKING AREAS  
SCALE 1:250

BENCHMARK ELEV. 87.36m (ADJUSTED)  
TOP OF CONCRETE, NORTH FACE OF WEST POST  
FOOTING ON NORTH GOAL OF EXISTING FIELD

**Notes:**  
THE LOCATION OF UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE PROTECTION FROM DAMAGE.  
  
ALTHOUGH THE DRAWING IS PLOTTED TO SCALE, UNLESS NOTED, THE CONTRACTOR SHALL NOT SCALE THE DRAWINGS. USE THE NOTED DIMENSIONS. REPORT ANY DISCREPANCIES TO THE CONTRACT ADMINISTRATOR.

0	ISSUED FOR TENDER	18/09/17	L.S.	L.S.
No.	REVISIONS	Date	By	App.



**SE** Sanchez Engineering Inc.

Tel: 905-372-9594 Fax: 905-372-7812  
6440 Danforth Road West  
Cobourg, ON K9A 4J9  
Canada  
www.sanchezengineering.ca

OWNER:  
TOWN OF COBOURG  
PARKS AND RECREATION DEPARTMENT  
COBOURG, ONTARIO

PROJECT:  
JAMES COCKBURN PARK  
SOCCER FIELDS

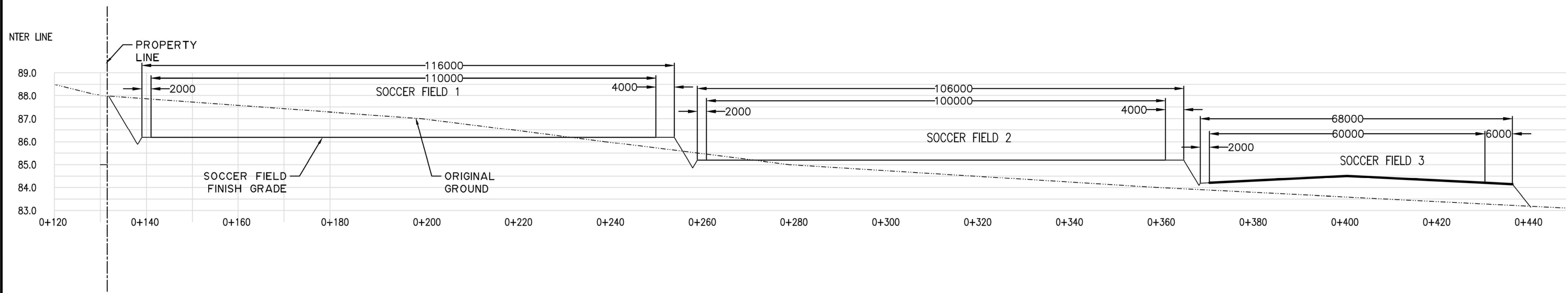
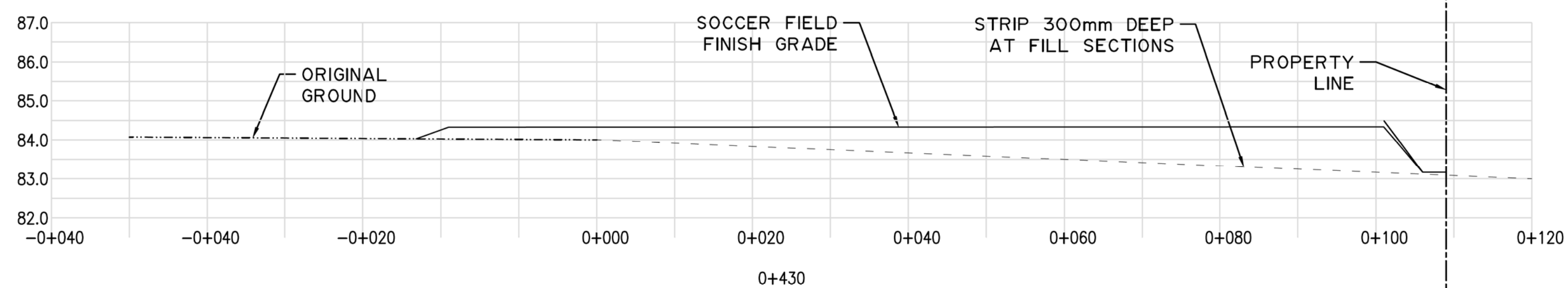
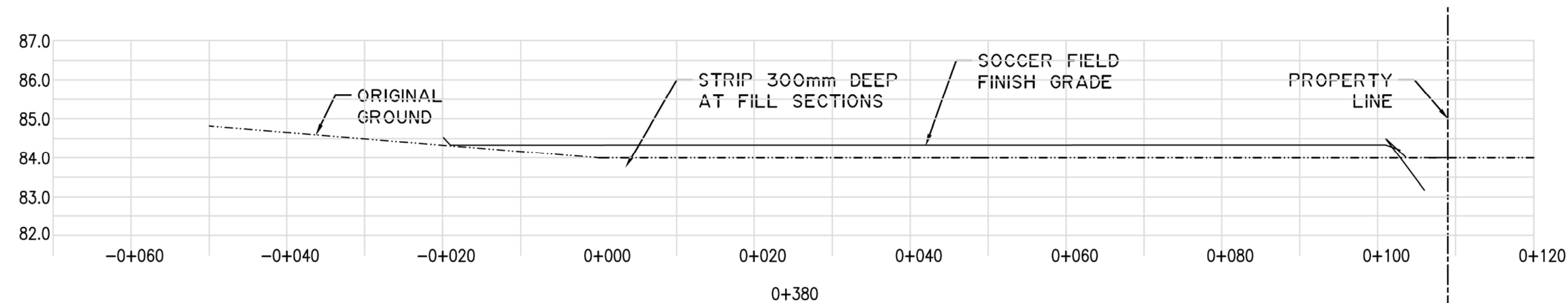
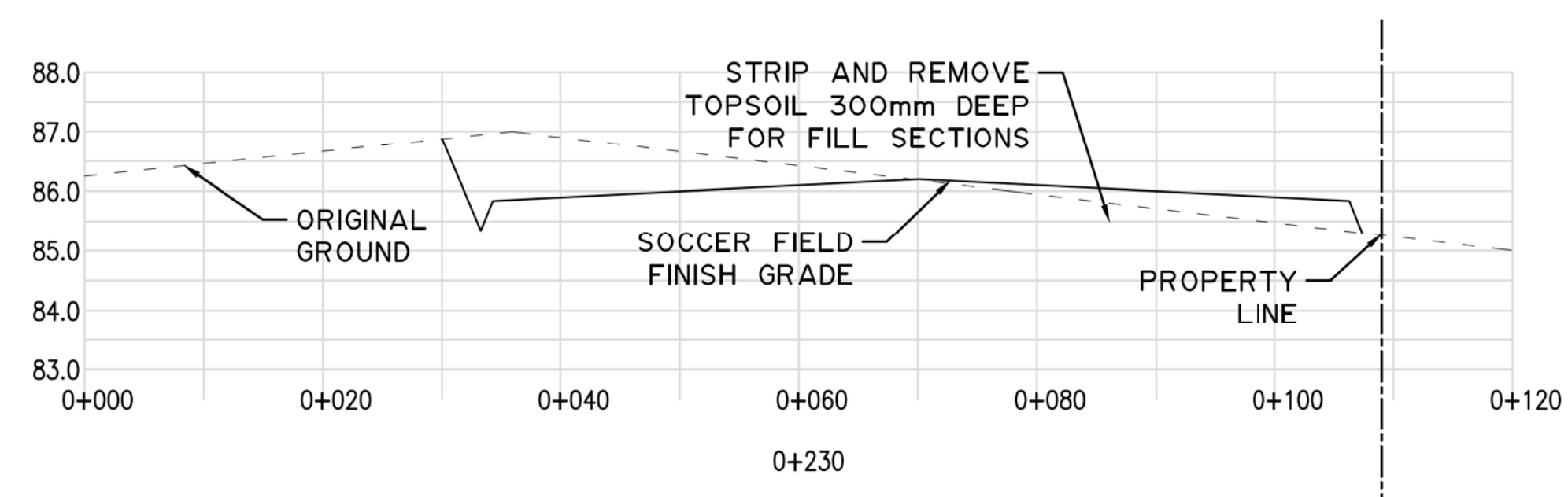
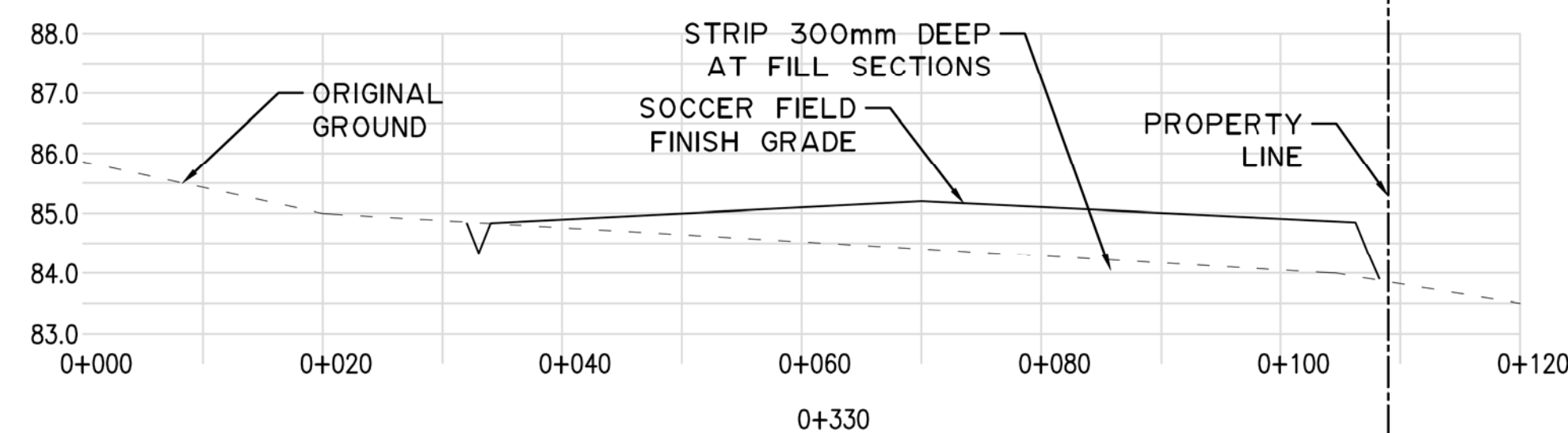
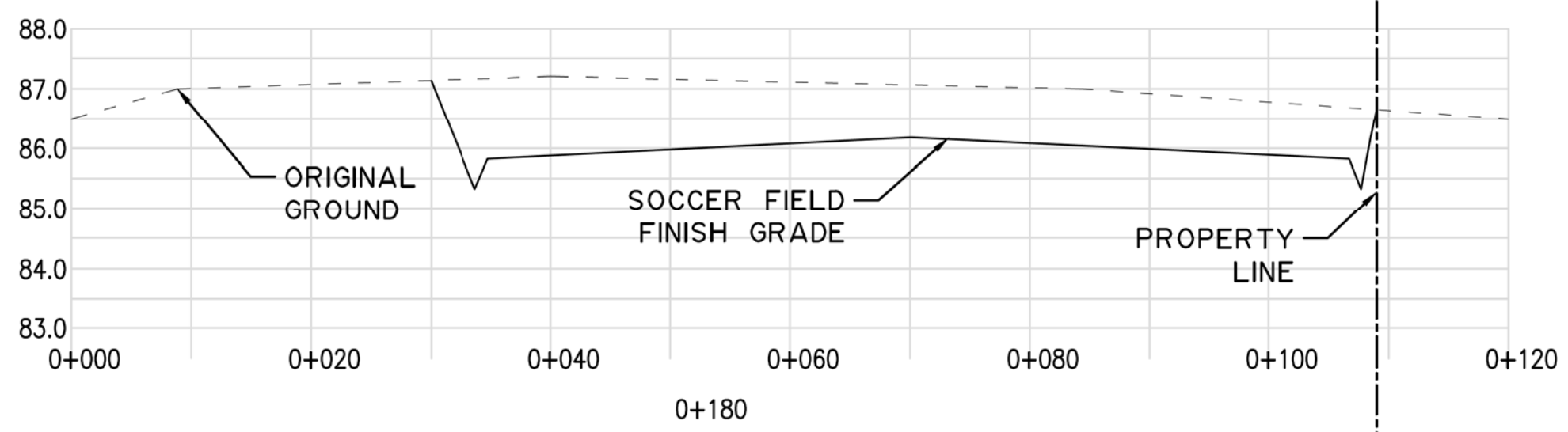
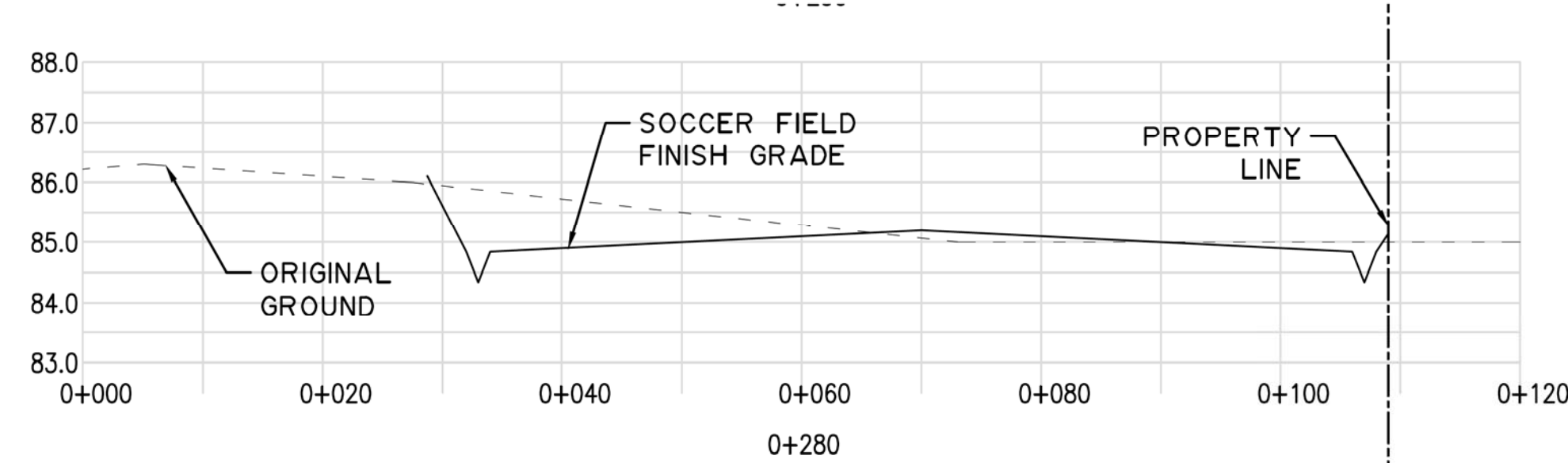
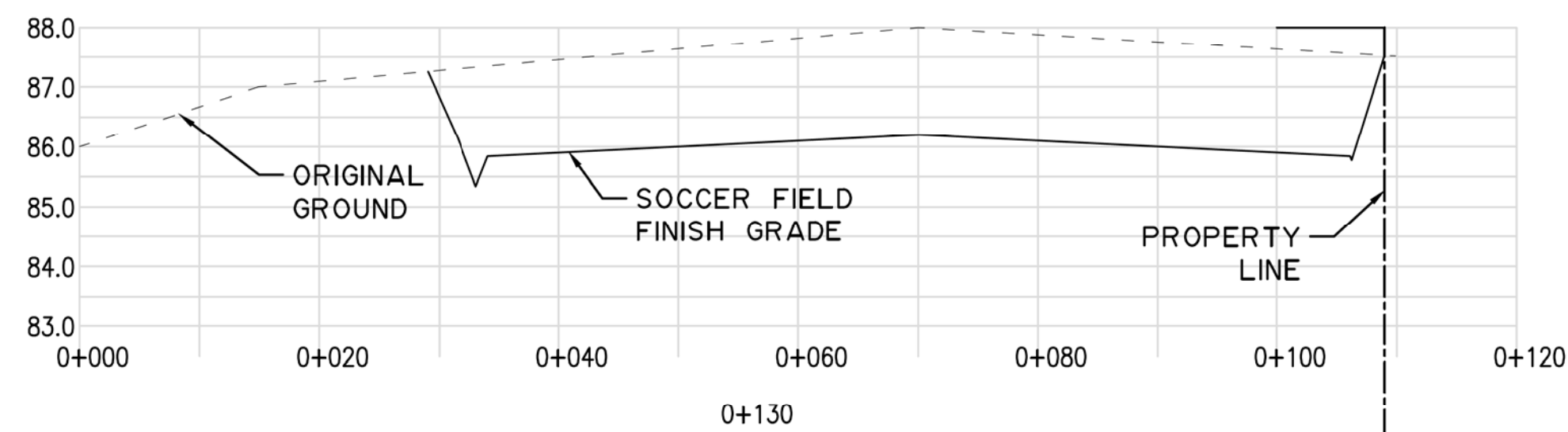
DRAWING:  
DIMENSIONS  
PARKING LOT EXTENSION

Designed By: L.S.	Checked By: L.S.	Date: AUGUST 2017
Drawn By: L.S.C.	Checked By: L.S.C.	Project No: SN0370

Scale: AS SHOWN

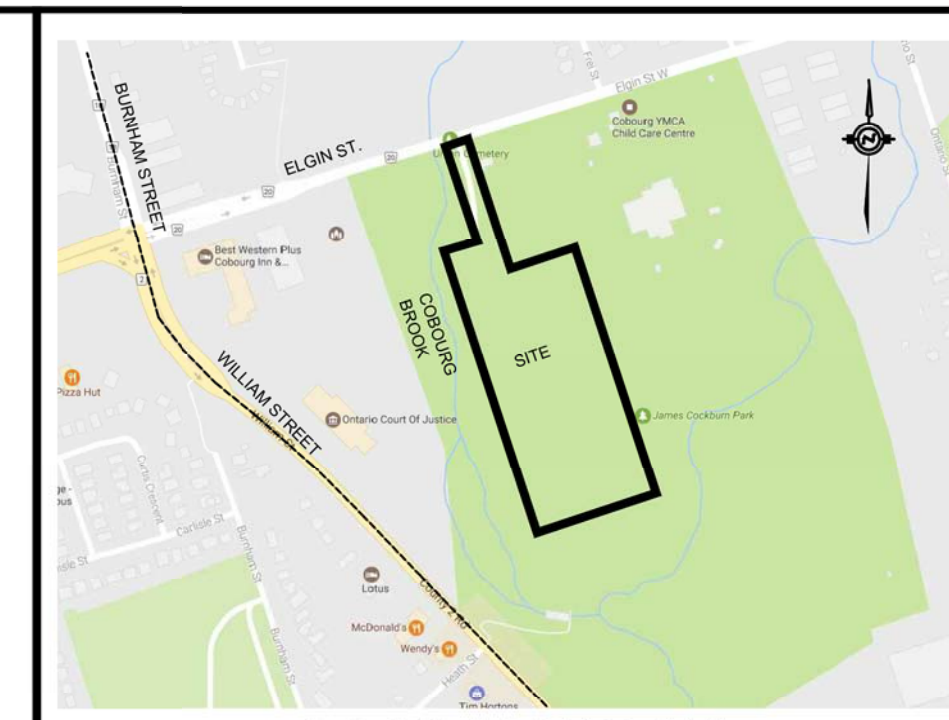
Drawing No.: C003	Revision: 0
-------------------	-------------

DRAWING NOT TO BE SCALED  
100mm ON ORIGINAL DRAWING



SECTIONS  
SCALE H:1:500, V:1:100

DRAWING NOT TO BE SCALED  
100mm ON ORIGINAL DRAWING



LOCATION PLAN

NOT TO SCALE

BENCHMARK ELEV. 87.36m (ADJUSTED)  
TOP OF CONCRETE, NORTH FACE OF WEST POST  
FOOTING ON NORTH GOAL OF EXISTING FIELD

Notes:

THE LOCATION OF UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE PROTECTION FROM DAMAGE.

ALTHOUGH THE DRAWING IS PLOTTED TO SCALE, UNLESS NOTED, THE CONTRACTOR SHALL NOT SCALE THE DRAWINGS. USE THE NOTED DIMENSIONS. REPORT ANY DISCREPANCIES TO THE CONTRACT ADMINISTRATOR.

0	ISSUED FOR TENDER	18/09/17	L.S.	L.S.
No.	REVISIONS	Date	By	App.



SE, **SANCHEZ ENGINEERING INC.**

Tel: 905-372-9594 Fax: 905-372-7812  
6440 Danforth Road West  
Cobourg, ON K9A 4J9  
Canada  
www.sanchezengineering.ca

OWNER:  
TOWN OF COBOURG  
PARKS AND RECREATION DEPARTMENT  
COBOURG, ONTARIO

PROJECT:  
JAMES COCKBURN PARK  
SOCCER FIELDS

DRAWING:  
SECTIONS

Designed By: L.S. Checked By: L.S. Date: AUGUST 2017  
Drawn By: L.S.C. Checked By: L.S.C. Project No.: SN0370

Scale: AS SHOWN

Drawing No.: **C004** Revision: **0**