

WATFORD ARENA
BASEBALL DIAMOND 2019
TOWNSHIP OF WARWICK



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INFORMATION FOR TENDERERS

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1. LOCATION

Watford Arena on Centennial Avenue, in the Township of Warwick (Village of Watford).

2. OWNER

Where the term "Owner" is used in these specifications and other contract documents, same refers to the Corporation of the Township of Warwick.

3. CONTRACT ADMINISTRATOR

Where the term "Contract Administrator" appears in these specifications, the same shall apply to Spriet Associates London Limited, Consulting Engineers.

4. CONTRACTOR

Where the term "Contractor" is used in these specifications, the same shall apply to the General Contractor who shall be responsible for his sub-contractors' compliance with the requirements of the contract drawings and the specifications.

Nothing contained in the Contract documents shall create any contractual relation between any sub-contractor and the Owner.

The sub-contractor shall be bound to the Contractor by the terms of the General Conditions, drawings and specifications, insofar as they relate or may be applied to the work of the sub-contractor, and the sub-contractor agrees to assume towards the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner. The Contractor agrees to be bound to the sub-contractor by all the obligations the Owner assumes to the Contractor under the General Conditions, drawings and specifications.

5. TENDER

Tenders to be entitled to considerations must be made on the forms provided therefore, and shall be enclosed in separate sealed opaque envelopes which shall be addressed to:

Mayor and Council
Corporation of the Township of Warwick
6332 Nauvoo Road, R.R. #8
Watford, Ontario N0M 2S0

and endorsed: "Tender for Watford Arena Baseball Diamond 2019" and shall arrive at the above address no later than:

TUESDAY, SEPTEMBER 3, 2019 AT 12:00 NOON, LOCAL TIME

All blank spaces shall be completely filled in. Numbers shall be stated in writing as well as in figures. There shall be no alterations or erasures and the tender shall be signed by the Tenderer or in the case of a Corporation, by its proper officers and the Corporate Seal shall be affixed.



5. TENDER (Cont'd)

The Contractor shall complete all parts of the Tender form. The Owner reserves the right to reject all or any tenders received.

The Owner reserves the right to reject all or any tenders received. The contract, when awarded, shall be made for each branch or division of the work or for the whole work as deemed in the best interest of the Owner.

6. TENDER SECURITY

The tender shall be accompanied by a security in the amount of ten percent (10%) of the Tender Price. Tender security shall be in the form of Canadian Currency, a bid bond or a certified cheque made payable to the Owner.

Tender security shall guarantee that, if awarded the Contract, the Contractor will execute and enter into a satisfactory contract with the Owner and furnish the required bonds within seven (7) days from the date of the award of a contract otherwise the tender security shall be forfeited and also in cases where a Tenderer withdraws his Tender before the Council has considered the Tenders and awarded a Contract, the amount of the Tender deposit of the Tenderer so withdrawing his Tender may be forfeited to the Owner.

Tender Security of unsuccessful tenderers will be returned upon award of the Contract.

7. BONDS

In accordance with Clause 23 of the General Conditions, "Guaranty Bonds", a Bond in the amount of 100 per cent of the Contract Price for Maintenance and Performance and a bond in the amount of 50 per cent of the Contract Price for Labour and Materials with a satisfactory Guaranty Surety Company with Head Office in the Province of Ontario will be required for this Contract. The cost of these Bonds shall be included in the total Contract Price. Bid bonds submitted as a security shall be in accordance with the standards of the Canadian Construction Association and shall be from the same Guaranty Surety Company supplying the Performance and Labour and Materials Bonds for this Contract.

8. AGREEMENT TO BOND

The Tenderer shall include with his tender an Agreement to Bond executed under its corporate seal by the surety company from which he proposed to obtain the required bonds.

9. INTEREST ON DEPOSITS

Tenderers are notified that they must make their own arrangements with their bankers as to the payment of interest, if any, on the amount of the marked cheque accompanying their tender. The Owner will not pay interest on said cheque pending the awarding of the Contract, nor be responsible for the payment of interest under any arrangement made by the Tenderer.

10. CONTRACT DOCUMENTS

The Contract Documents shall consist of the following and in case of any inconsistency or conflict between the provisions of this Agreement and the Plans and Specifications or General Conditions or Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- (1) Form of Agreement
- (2) Addenda, if any
- (3) Special Provisions
- (4) Contract Drawings
- (5) General Conditions
- (6) Information to Tenderers
- (7) Contract Specifications
 - (i) General Provisions
 - (ii) Roadway Reconstruction
- (8) Ontario Provincial Standard Specifications for Roads and Municipal Services Volumes 1-4 inclusive
- (9) Form of Tender

11. TENDERER TO INVESTIGATE

Tenderers are required to submit their Tenders upon the following express conditions:

- (a) The Tenderer shall examine the Contract Documents and Drawings and make personal examination of the site in order to acquaint himself with the conditions under which he will be obliged to work.
- (b) The Tenderer shall make all the investigations necessary to thoroughly inform himself regarding all facilities for access to the site such as he may require for his construction operations.
- (c) With regard to existing underground services the Tenderer shall examine the files of the Contract Administrator and of the various local private and public utilities to ascertain their existence and location. The onus shall be on the Tenderer as to the completeness and accuracy of the information obtained, by his personal examination and study. No plea for ignorance of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract as a result of failure to make the necessary examinations and investigations, or ascertaining the required information will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfil in every detail all the requirements of the said Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

12. INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretation will be made. Any interpretations made to Tenderers will be in the form of an Addendum to the Specifications which will be forwarded to all Tenderers.

Discrepancies, omissions or doubts as to the meaning of drawings and specifications should be communicated at once to the Contract Administrator for interpretation. Tenderers should act promptly to allow sufficient time for a reply to reach them before the submission of their tender and any such interpretation made by the Contract Administrator prior to the receipt of tenders shall be made a part of the Contract.

13. ABILITY AND EXPERIENCE OF TENDERERS

No Tender will be considered from any Tenderer **unless** known to be skilled and regularly engaged in work of a character similar to that covered by the Drawings and Specifications. In order to aid the Owner in determining the responsibility of any Tenderer, the Tenderer shall, within 48 hours after being requested in writing by the Contract Administrator so to do, furnish evidence satisfactory to the Owner of the Tenderer's experience and familiarity with work of a character specified, and his financial ability to prosecute the proposed work properly to completion within the specified time. The evidence requested may, without being limited thereto, include the following:

- (a) The Tenderer's performance record, with listing of work of a similar character and proportions which he has constructed, giving the name of the owner, date built, and construction costs.
- (b) A tabulation of other work now under contract, giving the location, type, size, required date of completion and the per cent of completion to date of each project.
- (c) An itemized list of the Tenderer's equipment available for use on the proposed Contract.
- (d) A listing of the major parts of the work which are proposed to be sublet.
- (e) The Tenderer's latest financial statement.
- (f) Evidence that the Tenderer is licensed to do business in the Province of Ontario; in the case of a corporation organized under the laws of any other Province or Country.
- (g) Such additional information as will satisfy the Owner that the Tenderer is adequately prepared to fulfil the Contract.

14. SUB-CONTRACTORS

Each Tenderer shall submit with the Tender a complete list of all the persons or firms to which he proposes to sublet any part of the work and the trades or divisions of the work which are sublet to each. The Owner reserves the right to approve the sub-contractor and the failure of the Tenderer to comply with this requirement may result in rejection of the Tender.

15. INSURANCE

The successful Tenderer shall be required to furnish, in addition to the bonds specified, the following types and amounts of insurance coverage to comply with the provisions of the Contract Documents:

- (a) Workplace Safety and Insurance
The Contractor shall effect and maintain insurance to cover his obligations under all applicable Workplace Safety and Insurance laws.
- (b) Comprehensive General Liability
The Contractor shall effect and maintain Comprehensive General Liability policies of insurance that will protect the Owner for all sums the Owner may become obligated to pay as damages because of Property Damage, Bodily Injury, and Personal Injury which are caused in the course of carrying out the Contract to an inclusive limit not less than five million (\$ 5,000,000.00) dollars per occurrence.

15. INSURANCE (cont'd)(c) Automobile Insurance

The Contractor shall effect and maintain Automobile Insurance (owned and non-owned or hired units) to an inclusive limit not less than two million (\$ 2,000,000.00) dollars per occurrence.

The policies referred to above shall not be cancelled, terminated, or significantly modified unless a prior notice of at least thirty (30) days has been given to each insured.

The Township of Warwick, County of Lambton, O.C.W.A., Englobe Inc., and Spriet Associates London Limited shall be named additional insured and held harmless.

16. GUARANTEED MAINTENANCE

The Contractor shall guarantee and maintain the entire work called for under this Contract for a period of twelve (12) months from the date of advertisement in the Daily Commercial News of the "Certificate of Substantial Completion", as prepared by the Contract Administrator.

The Contractor shall make good in a permanent manner, 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 forty-eight (48) hours of receipt of notice from the Contract Administrator.

The decision of the Contract Administrator shall be final as to the necessity for repairs or for any work to be done under this Section. The Owner and the Engineer will only prepare one payment certificate per month to include all work completed upto and including the last day of the month proceeding.

17. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as follows:

- (a) On or before the 15th day of each month ninety percent (90%) of the value of the work completed up to and including the last day of the month preceding.
- (b) Subject to Article 27 of the General Conditions on completion of the entire work and one day after all lien rights have expired the balance due under the contract provided that:
- (c) If on account of climatic or other conditions reasonably beyond the Contractor's control, there are items of work that cannot readily be completed, the payment in full for the work which has been completed shall not be delayed on account thereof, but the Owner or Contract Administrator may withhold a sufficient and reasonable sum until the uncompleted work is finished and such sum as will adequately protect the Owner against liens.
- (d) If the legislation dealing with mechanic's liens which is applicable at the location of work permits the Owner to release the holdback applicable to a sub-contract to the Contractor within a specified number of days following the completion of the sub-contract then such legislation shall be incorporated as forming a part of this Agreement and the balance applicable to the sub-contract which has been retained by the Owner shall be released by the Owner to the Contractor in the manner provided for and upon compliance with the terms and conditions of such legislation.

18. EXTRA WORK

If the Engineer orders in writing the performance of any work not covered by the Drawings or included in the Specifications that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon then such extra work shall be performed on a Cost Plus Percentage basis.

Any extra work ordered by the Engineer to be done on a cost plus basis shall be so done by the Contractor, who shall be paid therefor only the actual cost thereof, as determined by the estimation of the Engineer plus 15 per cent for use of plant, tools, etc., and to cover Contractor's profits, and the Contractor must furnish the Engineer with satisfactory vouchers for all labour and material expended on the work. Where rental charge is made for trucks, equipment, etc. no percentage will be allowed on such rental. When such extra work is required, and is performed by a Sub-contractor, the percentage paid by the Owner for overhead, profit, etc., shall be no greater than the sum that would have been paid had the Contractor himself performed the work.

19. SPECIAL PROVISIONS

The attention of all Tenderers is directed to the Special Provisions Section of the Contract Specifications. This Section describes the special or extraordinary requirements of this Contract which are in addition to or which supersede the standards specified in other Sections of the Contract Specifications.

20. SOILS INVESTIGATION

A formal soils investigation for the works has not been undertaken. No test holes are proposed as part of this project.

21. LIQUIDATED DAMAGES

Should the Contractor fail to complete the works to the satisfaction of the Contract Administrator and in accordance with the Contract within the Time for Completion as specified in the Contract or the extended time allowed in writing by the Contract Administrator, the Contractor shall pay to the Owner as liquidated damages (in addition to amounts payable by the Owner in respect of site supervision and general supervision of the works) the sum of \$1,500.00 for each calendar day that the works remain uncompleted after the time so specified or allowed.

22. INFORMAL AND 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, alterations, (unless properly made and clearly made and initialled by the tenderer's signing officer) or irregularities of any kind may be rejected as informal.

All blanks must be legibly and properly filled in. Should any uncertainty arise as to the proper manner of doing so, the required information will, upon request, be given by the Contract Administrator.

22. INFORMAL AND UNBALANCED TENDERS (cont'd)

Tenderers who have submitted Tenders which have been rejected by the Owner because of informalities will be notified of the reasons for rejection. When checking Tenders, the following procedures shall be used:

- (a) If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.
- (b) If the total price is left blank for a lump sum item, it shall be considered as zero.
- (c) If the Tender contains an error in addition and/or subtraction and/or transcription, the error shall be corrected and the corrected total contract price shall govern.

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

23. ACCEPTANCE OR REJECTION OF TENDERS

The award of this Contract is subject to the approval of the Owner.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any tenderer prior to 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. Tenders are subject to a formal contract being prepared and executed.

The prices entered by the tenderer in the Form of Tender shall be on the assumption that the Contract Administrator's written order to commence work will be issued to the Tenderer within a 60 day period after the deadline for receiving tenders as described in Clause 5 hereof.

The terms "Total Tender Price" and "Total Contract Price" referred to in these Contract Documents are interchangeable and shall be considered to have the same meaning.

24. WORKER'S COMPENSATION BOARD

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Worker's Compensation Act. The Contractor shall at the time of entering into any contract with the Owner, furnish a satisfactory clearance letter from the Worker's Compensation Board that the Contractor is in good standing with the said Board. In addition, the Contractor will be required to furnish a clearance letter from the said Board before final payment will be made to the Contractor.

25. TAXES

The tendered price shall include Harmonized Sales Tax (H.S.T.) in respect to all materials, services and equipment required to be incorporated in the work. The Owner may be able to obtain a refund of the taxes paid by the Contractor on its behalf and included in the tendered prices, on eligible materials, services and equipment and in this regard, the Contractor shall provide, at the Contractor's expense, such supporting invoices and assistance as may be required by the Owner.

26. START OF CONSTRUCTION

Tenderers are advised that they must perform construction of all proposed works, excluding proposed Lighting and Electrical works between September 13, 2019 and October 31, 2019 within a consecutive and maximum thirty (30) working days, excluding weekends and statutory holidays. Tenderers are advised that they must perform construction of all proposed Lighting and Electrical works between September 13, 2019 and November 30, 2019.

27. IRON BAR MONUMENTS

Standard iron bar survey monuments exist in the field. The Tenderer shall allow in his tender, a sum sufficient to cover the resetting, by an Ontario Land Surveyor, of all survey bars displaced during construction.

28. WAGE RATES

The Contractor shall comply with all applicable Municipal Bylaws and any Act and Regulations thereunder of the Province of Ontario that relate to wages, hours of work or other labour conditions.

29. STATEMENTS A TO D

All tenderers are required to complete Statements A to D in the Form of Tender inclusive at the time of submission of any Tender. The Owner reserves the right to accept or reject any or all sub-contractors proposed. Failure of the Tenderer to complete these statements may result in the tender being rejected by the Owner.

30. TRAFFIC CONTROL

The access roadway, Centennial Avenue, will remain open to through traffic during all phases of construction.

The Contractor shall be fully responsible for the provision of complete traffic control and signage at all times. All traffic control and signage shall be in accordance with the requirements of the Ontario Traffic Control Manual. Sufficient signage must be kept on site for all possible traffic situations. Signage must be of good quality.

31. CONSTRUCTION SPECIFICATIONS

In general, the work shall be carried out in accordance with the Ontario Provincial Standard Specifications for unless amended in the Contract Documents.

The Contractor shall be obliged to keep a set of the O.P.S. Specifications (Volumes 1 and 2) at the work site at all times during the construction period if so directed by the Contract Administrator.

TOWNSHIP OF WARWICK

Tender for Watford Arena Baseball Diamond 2019, Township of Warwick (Village of Watford), County of Lambton in the Province of Ontario.

Tender By

Residing At (or Place of Business)

.....

and

Residing At (or Place of Business)

.....

Comprising the Firm of

.....

A company duly incorporated under the laws of

and having its head office at

Hereinafter called the "Tenderer".

NOTE: The Tenderer's name and residence must be inserted above, and in the case of a firm, the name and residence of each and every member of the firm must be inserted.

TO: Mayor and Council
Township of Warwick
6332 Nauvoo Road, R.R. #8
WATFORD, Ontario N0M 2S0

I(We)

having carefully examined the locality and site of the proposed works, and all contract documents relating thereto, including the Drawings, Form of Tender, Information for Tenderers, Specifications, General Conditions, Form of Agreement, and Addendum/Addenda No.(s) to* inclusive 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 sum of

TOTAL CONTRACT PRICE

.....
..... Dollars (\$)

or such other sum as may be ascertained in accordance with the Contract.

* *The Tenderer will insert here the numbers of the addenda received by him during the tendering period and taken into account by him in preparing his tender.*

ITEMIZED BID

WATFORD ARENA BASEBALL DIAMOND 2019

CONTRACT No. 219185

In accordance with the first paragraph of this tender, the Contractor hereby offers to complete the work specified for the following prices.

SECTION 1 - SITE WORKS					
Item No.	Description of Work	Unit	Estimated Quantity	Unit Price	Total
1	Remove and dispose of ex. site fence (all types)	m	183	\$	\$
2	Earth excavation and grading including topsoil stripping, stockpiling, cutting, disposal of excess excavated material, shaping, filling, ditch grading and sub-grade compaction	L.S.	1		\$
3	Supply, place, grade, & compact imported Gran. 'A' (est. 50mm thickness) within proposed granular area behind proposed backstop/dug out (Gran. 'A' to be placed on top of salvaged parking lot granular)	tonne	60	\$	\$
4	Supply imported screened topsoil	m ³	650	\$	\$
5	Place 200mm topsoil from stockpile (100mm thick) and imported (100mm thick) including raking and fine grading (6,450m ²) at proposed seed & sod area	L.S.	1		\$
6	Remove and salvage all existing trees and shrubs within outfield area, as designated on Drawing No. 1, including transplanting within southerly property at locations to be confirmed by adjacent landowner	L.S.	1		\$
7	Remove, salvage, and reinstall existing soccer posts (nets) at designated locations	each	2	\$	\$
8	Supply and place sod, including initial watering and required maintenance for 30 days	m ²	5,300	\$	\$
9	Supply and place hydroseed	m ²	650	\$	\$
10	Supply, install, and maintain proposed silt fence	m	320	\$	\$
11	Supply and place calcium chloride flake for dust control in granular areas (40 kg. bag)	each	20	\$	\$
12	Supply and place 180mm thick layer of Washington Ball Mix as manufactured by Mar-Co Clay within infield and warning track area	m ²	2,900	\$ \$	\$ \$
13	Supply & install 1.83m high steel "work zone" fence	m	320	\$	\$
14	Supply & install perforated tile drain incl. connection to ex. drainage system: a) 100mm dia. b) 150mm dia	m m	776 222	\$	\$
15	Cost to expose & determine elevation & location of ex. storm sewer or drainage tile by hydro-excavation at locations labelled as (A) on the drawing	each	6	\$	\$
TOTAL COST FOR SECTION 1 - SITE WORKS					\$

ITEMIZED BID

WATFORD ARENA BASEBALL DIAMOND 2019

CONTRACT No. 219185

In accordance with the first paragraph of this tender, the Contractor hereby offers to complete the work specified for the following prices.

SECTION 2 - PROPOSED FENCING, DUGOUT, AND BACKSTOP					
Item No.	Description of Work	Unit	Quantity	Unit Price	Total
1	Supply and install player's dugout, complete (2.4m x 9.0m) including 200mm Granular 'A' base, 125mm thick concrete pad, player's bench, and complete enclosure including front/back/side fencing and galvalume metal roof deck, complete	each	2	\$	\$
2	Supply and install backstop (total length of 14.64m), complete	L.S.	1		\$
3	Supply and install sideline and outfield fence, 2.40m height, complete, including noted openings and gate	m	297.4	\$	\$
4	Supply and install aluminum spectator grandstand (3m x 4m), complete	each	2	\$	\$
5	Supply and install 1.83m high chain link fence as per OPSD 972.130	m	93	\$	\$
TOTAL COST FOR SECTION 2 - PROPOSED FENCING, DUGOUT, AND BACKSTOP					\$

SECTION 3 - ELECTRICAL / LIGHTING WORKS					
Item No.	Description of Work	Unit	Quantity	Unit Price	Total
1	Supply and install all Site Electrical and Lighting, complete (including connections, conduit, and wiring to Field House, poles, and light fixtures, in accordance with Electrical Drawings E1 and E2)	L.S.	1		\$
TOTAL COST FOR SECTION 3 - ELECTRICAL / LIGHTING WORKS					\$

SECTION 4 - MISCELLANEOUS					
Item No.	Description of Work	Unit	Quantity	Unit Price	Total
1	50% Performance Bond	L.S.	1		\$
2	50% Labour and Material Bond	L.S.	1		\$
3	Costs attributed to any/all outstanding tasks not specifically covered in Form of Tender Items within Sections 1, 2, or 3	L.S.	1		\$
TOTAL COST FOR SECTION 4 - MISCELLANEOUS					\$

ITEMIZED BID

WATFORD ARENA BASEBALL DIAMOND 2019

CONTRACT No. 219185

In accordance with the first paragraph of this tender, the Contractor hereby offers to complete the work specified for the following prices.

SUMMARY OF TENDER

WATFORD ARENA BASEBALL DIAMOND 2019

SECTION 1 - SITE WORKS	\$ _____
SECTION 2 - PROPOSED FENCING, DUGOUT, AND BACKSTOP	\$ _____
SECTION 3 - ELECTRICAL / LIGHTING WORKS	\$ _____
SECTION 4 - MISCELLANEOUS	\$ _____
CONTINGENCY ALLOWANCE	\$ _____ 40,000.00
SUB-TOTAL CONTRACT PRICE	\$ _____
H.S.T. (13%)	\$ _____
TOTAL CONTRACT PRICE	\$ _____

(Carry forward to FT-2)

AGREEMENTS REGARDING EXTRA WORK AND PAYMENTS

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

- (1) He 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 will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) 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.
- (4) 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 of Items and Prices is not applicable, the contractor and the Contract Administrator may agree on a price for extra work to be done, or for work to be omitted prior to its being performed, in which case the price shall be comparable to prices quoted on work of a similar nature;
 - (c) If the methods of evaluating extras described in (a) and (b) above are, in the opinion of the Contract Administrator, clearly not applicable, then the Contract Administrator may direct that such extra work shall be done on a cost plus basis, in accordance with Clause 18 of the Information to Tenderers.



TERMS AND CONDITIONS

- a) The Tenderer agrees that this Tender is to continue open for acceptance and irrevocable until 60 days have elapsed from the closing date of the Tender or a formal contract is executed based on a Tender other than this one.
- b) The Tenderer also agrees that if the Tenderer withdraws his Tender before 60 days have elapsed from the closing date of Tender before the said Owner shall have considered the Tender, the amount of the Tender Deposit shall be forfeited to the Owner.
- c) The Tenderer also agrees that the awarding of the Contract, based on this Tender by the said Owner, shall constitute and be an acceptance of this Tender without communication with or any notice thereof to the Tenderer.
- d) If this Tender is accepted, the Tenderer also agrees that, as aforesaid, the Tenderer will forthwith furnish an approved surety for the proper fulfilment of the Contract as required under the terms of the General Conditions and will execute an Agreement, Bond, and Statutory Declaration, in triplicate, in form satisfactory to the Owner within seven (7) days after being notified so to do by, or by anyone acting on behalf of the Owner.
- e) The Tenderer also agrees, that, should the Tenderer for any reason default or fail in any matter or thing hereinbefore contained, the Owner shall be at liberty to retain the money deposited by the Tenderer to the use of the Owner as liquidated damages, and to accept any other Tender or advertise for new Tenders or carry out the work in any other way as the Owner may in its sole discretion deem best; and also agrees to pay to the Owner the difference between the price or prices set out in this Tender and any greater sum or sums which the Owner may expend or for which it may become liable by reason of such default or failure, including the cost of any advertisement for new Tenders, and fully to indemnify and save harmless the Owner and/or its officers, agents, or servants from all loss, damage, liability, cost charges, or expense whatever which it, they or any of them may suffer, incur or be put to by reason of any such default or failure.
- f) Tenderers are advised that they must perform construction of all proposed works, excluding proposed Lighting and Electrical works between September 13, 2019 and October 31, 2019 within a consecutive and maximum thirty (30) working days, excluding weekends and statutory holidays. Tenderers are advised that they must perform construction of all proposed Lighting and Electrical works between September 13, 2019 and November 30, 2019.
- g) The Tenderer agrees that he will furnish the Contract Administrator with a copy of his latest financial statement within 4 days after being required so to do by the Contract Administrator.
- h) The Tenderer agrees that this Tender is subject to a formal contract being prepared and executed.



DECLARATIONS

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 neither the Owner nor officer or employee of the Owner has become interested directly or indirectly as a contracting party, partner, shareholder, 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 there from.

Enclosed herewith is security in the amount of 10% of the tender price as Tender Deposit.

SURETY MUST BE A SATISFACTORY GUARANTEE COMPANY AUTHORIZED BY LAW TO CARRY ON BUSINESS IN THE PROVINCE OF ONTARIO.

NOTE:

If tender is submitted by or on behalf of any Corporation it must be signed in the name of such Corporation by some duly authorized officer or agent thereof who shall also subscribe his own name and office. The seal of the Corporation shall also be affixed

Tenderer's
Signature

(_____
(_____
(_____
(_____
(_____
(_____

Witness _____

Dated at _____

This _____ day of _____

STATEMENT 'A' Stating the Tenderer's experience in similar work which he has successfully completed.

<u>Year</u>	<u>Description of Contract</u>	<u>Owner's Name, Consulting Engineer, and Contact Information</u>	<u>Dollar Value</u>

STATEMENT 'B' Giving a list of the Tenderer's senior supervisory staff with a summary of the experience of each.

Name	Appointment	Qualifications and Experience

STATEMENT 'C' Giving the location and description of the construction plant which the Tenderer proposes to use, the plant he has available or under his control, the plant to be rented, and the plant to be purchased.

PROPOSED CONSTRUCTION PLANT

Description of Equipment	Location	Owned, Rented, or to be Purchased	Availability
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

STATUTORY DECLARATION RE TENDER

DOMINION OF CANADA
COUNTY OF LAMBTON
TO WIT

)IN THE MATTER of a proposed contract for the
)Watford Arena Baseball Diamond 2019
)Township of Warwick,(Village of Watford)
)County of Lambton, Province of Ontario

I _____ Do Solemnly Swear that the several matters stated
in the foregoing Tender are in all respects true.

AND _____ make this solemn declaration, conscientiously
believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by
virtue of "The Canada Evidence Act."

DECLARED before me at

_____)
of _____)
in the County of _____)
this _____)
day of _____ 20 _____)

A Commissioner, Etc. (or Notary Public)

Failure of the Tenderer to include the properly completed statutory declaration with his Tender may
result in the Tender being ruled invalid by the Owner.

THIS AGREEMENT made in triplicate this day of, 2019

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WARWICK

(hereinafter called "the Owner")

OF THE FIRST PART

and

(hereinafter called "the Contractor")

OF THE SECOND PART

WITNESSETH

That the owner and the contractor in consideration of the fulfilment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

ARTICLE 1

- (a) A general description of the work is: construction of Watford Arena Baseball Diamond 2019 including earthworks and construction of a new baseball diamond at Watford Arena Site in the Township of Warwick (Village of Watford).
- (b) The Contractor shall, for the prices set out in the Form of Tender and except as otherwise specifically provided, provide at no additional cost to the Owner all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Contract Administrator, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contract.

ARTICLE 2

In the event that the Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him as directed by the Contract Administrator and in accordance with the Contract and only to the extent of such extra or additional work.

ARTICLE 3

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- (1) This Agreement,
- (2) Addenda, if any,
- (3) Special Provisions if any,
- (4) Contract Drawings,
- (5) General Conditions,
- (6) Information for Tenderers,
- (7) Contract specifications,
 - (i) General Provisions
 - (ii) Roadway Construction
- (8) Ontario Provincial Standard Specifications for Roads and Municipal Services volumes 1-4 inclusive
- (9) Form of Tender

ARTICLE 4

The Contractor shall not without the consent in writing of the Owner and without restricting in any way the provisions of the Section of the General Conditions headed "Sub-Contracts", make any assignment of any part or the whole of any monies due or to be come due under the provisions of this Contract.

ARTICLE 5

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract will be paid for and in respect of the works the sum of:

.....

/100 Dollars (\$.....)

subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

ARTICLE 6

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Contract Administrator, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Contract Administrator at the following addresses:

THE OWNER: The Corporation of the Township of Warwick
 6332 Nauvoo Road, R.R. #8
 WATFORD, Ontario N0M 2S0

ARTICLE 6 (cont'd)

THE CONTRACTOR:

THE CONTRACT
ADMINISTRATOR:Spriet Associates London Limited
Consulting Engineers
155 York Street
London, Ontario N6A 1A8

ARTICLE 7

A copy of each of the Contract Specifications, General Conditions, Supplementary General Conditions if any, Tender, Addenda to inclusive and Information for Tenderers is hereto annexed and together with the Drawings relating thereto and listed in the Specifications are made part of this Contract as fully to all intents and purposes as though recited in full herein.

ARTICLE 8

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied by or inferred from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

ARTICLE 9

Time shall be deemed of the essence of this Contract.

ARTICLE 10

The Contractor declares that in tendering for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions that might affect his tender or his acceptance or performance of the work, or that not having so investigated, he acknowledges that his responsibility under the Contract is in no way reduced or limited thereby and, in either case, he is willing to assume and does hereby assume all risk of conditions arising, developing, or being revealed in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the tender was made or the contract signed. The contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers, employees or agents, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.



ARTICLE 11

The Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be

.....
Witness as to signature of Contractor *

.....
Contractor

Address.....

.....
Signing Officer

Occupation

(Seal)

*Not necessary if corporate seal is affixed

.....
Township of Warwick

.....
Signing officer

(Seal)

LIST OF DRAWINGS

<u>DRAWING NO.</u>	<u>TITLE</u>
	COVER SHEET
1.	EXISTING CONDITIONS AND REMOVALS
2.	SITE PLAN
3.	GENERAL NOTES AND MISCELLANEOUS DETAIL
E1.	WEST SITE PLAN – ELECTRICAL
E2	EAST SITE PLAN – ELECTRICAL



SECTION 1

GENERAL PROVISIONS

<u>ITEM</u>	<u>TITLE</u>	<u>PAGE</u>
101.	Work to be Done	GP-1
102.	Contract Drawings	GP-1
103.	Access to Work	GP-1
104.	Temporary Buildings	GP-1
105.	Permits, Inspections and Ordinances	GP-2
106.	Laws, Codes, Etc.	GP-2
107.	Occupational Health and Safety Act	GP-2
108.	Progress Schedule and Scheduling of Work	GP-2
109.	Materials to be Supplied by the Contractor	GP-3
110.	Alterations	GP-3
111.	Traffic	GP-3
112.	Noise Abatement	GP-3
113.	Construction Equipment	GP-3
114.	Working Areas	GP-4
115.	Quality of Work	GP-4
116.	Approvals and Testing	GP-4
117.	Standard Specifications	GP-5
118.	Lines and Grades	GP-5
119.	Cleaning of Pipes	GP-6
120.	Defects to be Made Good	GP-6
121.	Condition of Streets, Sidewalks and Bridges	GP-6
122.	Maintenance Work	GP-6
123.	Supply of Working Drawings	GP-7
124.	Certified Equipment Outlines	GP-7
125.	Literature Describing Fully All Equipment	GP-7
126.	Protection and Relocation of Structures and Utilities	GP-8
127.	Maintaining Flow of Sewers, Drains and Ditches	GP-9
128.	Relocation of the Work	GP-9
129.	General Restoration and Site Clean-Up	GP-10
130.	Standard Abbreviations	GP-10
131.	Dust Control	GP-10
132.	Freezing Weather	GP-10
133.	Contractor's Standing with Workers' Compensation Board	GP-11
134.	First Aid Equipment	GP-11
135.	Iron Bar Monuments	GP-11
136.	Complaints and Claims from the Public	GP-11



101. WORK TO BE DONE

The Contractor shall perform all items of work covered and stipulated in the Specifications, Tender and Contracts, together with any authorized alterations, special provisions, extra work and supplemental agreements, all in accordance with the lines, grades, cross sections and dimensions shown on the Contract Drawings. The Contractor shall furnish all materials, implements, machinery, equipment, tools, supplies, transportation and labour necessary to the prosecution and completion of the work.

On the completion of construction the Contractor shall leave the entire work in a clean and orderly condition to the satisfaction of the Contract Administrator.

102. CONTRACT DRAWINGS

The location, general characteristics and principal details of work are shown on the Contract Drawings. (A list of Contract Drawings is included on Page D-1 in the Contract Documents).

Additional drawings may be furnished from time to time by the Contract Administrator and such additional drawings shall form a part of this Contract. The Contractor shall be governed by figures dimensions as given on the drawings. Where essential dimensions are not shown, the Contractor shall obtain the required dimensions from the Contract Administrator before proceeding with the construction of the portion of work to which they refer. In every case, detail drawings shall take preference over general drawings. In the event that any conflict should exist between the specifications and drawings, the specifications shall prevail.

103. ACCESS TO WORK

The Contract Administrator may at any time, enter upon the site of the work and the premises used by the Contractor. The Contractor shall provide proper and safe facilities for the inspection of and convenient access to all parts of the work as may be required by the Contract Administrator.

104. TEMPORARY BUILDINGS

Temporary construction buildings may be erected by the Contractor at the site of the work, but the location of all temporary buildings used for construction purposes must be submitted to the Contract Administrator for approval prior to the commencement of the work. In the event that there is inadequate space for the contractor's office space, storage yard, etc. the Contractor shall obtain same at his own cost and payment will be on the basis that such costs are included in the Lump Sum for other Requirements in the Form of Tender.

Adequate fire extinguishers must be provided at the site of any temporary building to be used in case of fire and all temporary buildings shall comply in all respects with the requirements of any local, national or provincial legislation pertaining thereto.

The Contractor shall pay for all permits and fees in connection with the erection, movement or placing of any temporary building used by him.



105. PERMITS, INSPECTIONS AND ORDINANCES

The Contractor shall obtain and pay for all permits and inspections, except charges for power contracts with the Owner relative to the completed work and the building permits for any permanent structures. The Contractor shall obtain and deliver to the Owner, all certificates of inspection and approval that may be required by Provincial or local laws, rules, codes, regulations or ordinances. Fees for building permits will be paid for by the Owner.

The Contractor is responsible for making application and submitting all electrical drawings and specifications as required to the Inspection Department of Ontario Hydro. It is essential that this be done as soon as possible after the award of the Contract.

The drawings accompanying these specifications are intended to show the general design and arrangement of the installation and in some details may be diagrammatic only.

Should more detailed drawings be required for obtaining permits or for installation, the Contractor shall prepare and submit them to the Contract Administrator for approval.

106. LAWS, CODES, ETC.

If any Federal, Provincial or local laws, codes, regulations or ordinances impose a higher standard than is required by the Drawings and Specifications, the Contractor shall execute the work in accordance with those laws, codes, regulations or ordinances rather than as shown on the Drawings and Specifications.

Should any changes in the Drawings and Specifications be required to conform to the aforementioned laws, codes, regulations or ordinances, the Contractor shall notify the Owner at the time of submission of his Tender. After entering into a Contract, the Contractor will be held to complete all work necessary to meet these requirements without extra expense to the Owner. The entire installation shall be made in full accordance with the latest regulations issued by the Ontario Hydro governing electrical installations and also all rules, regulations and ordinances of the Provincial and Municipal Departments which apply.

107. OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall execute all construction under this Contract in strict conformance with the current requirements of the Occupational Health and Safety Act and Regulations for Construction Projects.

108. PROGRESS SCHEDULE AND SCHEDULING OF WORK

Within two weeks after receipt by him of his instructions to commence work, the Contractor shall prepare and submit to the Contract Administrator four (4) copies of a Construction Progress Schedule, showing clearly the proposed rate of progress of construction in weekly stages. When approved by the Contract Administrator, the sequence of work shall be strictly adhered to by the Contractor.

109. MATERIALS TO BE SUPPLIED BY THE CONTRACTOR

The Contractor shall supply all materials necessary for the completion of the work. The Contractor shall assume complete responsibility for ordering, deliveries, checking, rejecting, breakage, theft, unloading and storage for all materials, in a manner satisfactory to the Contract Administrator.

110. ALTERATIONS

The Owner or the Contract Administrator reserves the right to make such alterations to the design, length, grade, location, depth and other features of the work as it deems necessary prior to or during the progress of the work.

111. TRAFFIC

The roadway, Centennial Avenue, will remain open to through traffic during all phases of construction.

The Contractor shall avoid the blocking of vehicular and pedestrian traffic for a longer period than is necessary for the proper construction of the work. Traffic may be prevented from entering roads on which the work is proceeding only with the prior written permission of the Contract Administrator.

112. NOISE ABATEMENT

The Contractor shall at all times, attempt to keep the noise level caused by his operations to a minimum. The Contractor will not be permitted to carry out any work where excessive noise is created at any time except with the approval of the Contract Administrator, and the Contractor will not be able to carry out any work at night or Sundays, or Holidays without the consent of the Contract Administrator.

The Contractor shall take all reasonable precautions to minimize the noise from his construction operations by providing effective mufflers, or other devices for his equipment and silencers on his compressors, so that the noise level is kept to a tolerable minimum.

113. CONSTRUCTION EQUIPMENT

If, in the opinion of the Contract Administrator, the contractor is not using suitable equipment for the work, he may direct the Contractor to suspend operations forthwith and such suspension shall remain in effect until the Contractor has provided satisfactory equipment.

If the Contractor does not have sufficient equipment on the job in the opinion of the Contract Administrator to carry out the work satisfactorily, the Contract Administrator may direct that the Contractor supply additional equipment immediately or the Contract Administrator may suspend the work forthwith. Any suspension of the work by the Contract Administrator on account of improper equipment or lack of equipment to carry out the work satisfactorily, shall not entitle the Contractor to an extension of Time for Completion and he shall remain liable for any liquidating damages caused by his failure to complete the Contract within the time specified.



114. WORKING AREAS

The Contractor's working areas shall be within the public rights-of-way, acquired easements as designated, and the property of the Owner as shown on the Drawings, unless other satisfactory arrangements are made by the Contractor and approved by the Contract Administrator. The area utilized for the construction shall be the minimum possible consistent with efficient operation.

Working areas used by the Contractor shall be restored to their original condition and all excavated or stockpiled materials shall be removed completely as stipulated elsewhere in these specifications.

All shafts, sites and working areas shall be enclosed by temporary fences as required by the appropriate local authority or as required by the Contract Administrator.

115. QUALITY OF WORK

The work shall be executed in the best and most workmanlike manner by qualified, careful and efficient mechanics. Unless otherwise specified, all materials to be incorporated in the work shall be new, unused and of recent manufacture.

116. APPROVALS AND TESTING

Samples, drawings and other data shall be submitted for approval of the Contract Administrator as required by the various sections of these specifications. Only materials that have been approved in writing shall be used in the work. No compensation or allowance resulting from delays due to testing will be allowed the Contractor. The cost of carrying out all testing shall be borne by the contractor unless specified otherwise in these specifications.

All material testing shall be done by an inspection laboratory designated by the Contract Administrator. The supply, handling, checking and shipping of test specimens and the replacing of rejected materials shall be done by the Contractor at his expense. Satisfactory proof of compliance with the specifications shall be submitted as directed by the Contract Administrator in one or more of the following ways:

(a) Manufacturer's Certificate of Compliance

In case of standard labelled stock products of Standard manufacture which have a record of a period of not less than two years, the Contract Administrator may accept a notarized statement from the manufacturer certifying that the product conforms to the applicable specifications.

(b) Mill Certificates

For materials where such practice is the usual standard, the Contract Administrator may accept the manufacturer's certified mill and laboratory certificate.



116. APPROVALS AND TESTING (cont'd)**(c) Testing Laboratory Certificates**

The Contract Administrator may accept a certificate from a commercial testing laboratory satisfactory to him certifying that the product has been tested within a period acceptable to the Contract Administrator and that it conforms to the Specifications.

(d) Report of Actual Laboratory Test

The Contract Administrator may require that the Contractor make actual tests of any product and submit a report of the specified test. Such tests shall be made by a commercial testing laboratory designated by the Contract Administrator.

(e) Construction Control Tests

The Contract Administrator will carry out construction control tests to verify the quality of construction. The cost of such initial tests will be borne by the Owner. subsequent tests on account of failure of the initial tests to meet the specified requirements will be borne by the Contractor.

117. STANDARD SPECIFICATIONS

In all cases where standard specifications, such as the American Society for Testing Materials, Ontario Ministry of the Environment and Ontario Provincial Standard Specifications, are referred to in this Contract, the latest revision of the pertinent specification, in effect as of the date of the bid opening shall be considered effective. Special care shall be exercised to refer to the standard specifications and to any modification thereof in requests for quotations, purchase orders and subcontracts.

118. LINES AND GRADES

The Contract Administrator will provide the Contractor, in writing, with Bench Marks and points of reference to be used by him in setting out the work. The Owner will be responsible only for the correctness of the information so supplied.

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions, or alignment of any parts of the works, the Contractor shall at his own expense rectify such error to the satisfaction of the Contract Administrator, unless such error is based on incorrect data supplied in writing by the Contract Administrator. The checking of the setting out of any lines or levels by the Contract Administrator shall not in any way release the Contractor of his responsibility for the correctness thereof, and the Contractor shall carefully protect and preserve all Bench Mark stakes and other items used in setting out the works.



119. CLEANING OF PIPES

During the progress of the work, and until the entire completion and acceptance thereof, all pipes shall be kept clean throughout. Following the completion of construction, the pipes shall be thoroughly cleaned. The pipes shall be cleaned of all material, debris, either by flushing or by other approved methods, to the satisfaction of the Contract Administrator.

The cost of all pipe cleaning operations shall be included in the Contract Price.

120. DEFECTS TO BE MADE GOOD

If, in the final inspection of the work, any broken or crushed pipes or specials or any defects are found in connections or in any equipment and appurtenances, the Contractor shall cause the same to be repaired or removed and replaced by proper materials and workmanship, without extra compensation for labour and materials required.

121. CONDITION OF STREETS, SIDEWALKS AND BRIDGES

The Contractor shall include in his Total Contract Price the cost of removing all materials, earth or debris which falls out of his vehicles; his sub-contractor's vehicles; and his supplier's vehicles on to streets, sidewalks and bridges used as a route between sources of material and the site and dumping of materials and the site. The Contractor shall employ workmen sufficient in number or shall use some other means necessary to keep such streets, sidewalks and bridges in a clean condition free from material, earth or debris.

Should the Contractor be negligent in his duties in maintaining the proper cleanliness in the opinion of the Contract Administrator, the Owner will take the necessary steps to perform such cleaning and shall charge the Contractor all costs therefor.

The Contractor shall familiarize himself with any and all load limits in force and also on those portions of the works to be constructed outside the limits of the works and should such load limits exist, he shall comply with the requirements.

122. MAINTENANCE WORK

Prior to the commencement of the one year's maintenance period the Contractor shall provide the Contract Administrator and the Owner with a letter supplying a telephone number and address to which the Contract Administrator or the Owner may refer in the event that deficiencies in the work occur and maintenance is required.

If the Contractor's headquarters is not local or close to the site of the works, he shall make arrangements satisfactory to the Contract Administrator to have a local Contractor available to carry out this type of work, and this information should be forwarded to the Contract Administrator and the Owner.



123. SUPPLY OF WORKING DRAWINGS

The Contractor shall supply working drawings or shop drawings showing the dimensions and layout of all and every part of the equipment and structures which have not been supplied in the contract Documents. The Contract Administrator may reject any drawing which does not conform to the Drawings and Specifications and instruct the Contractor to revise and resubmit same.

Any discrepancies or errors in these Drawings shall be the entire responsibility of the Contractor and any works necessitated by such errors or omissions or discrepancies shall be paid for by the Contractor. Such drawings shall be supplied when called for by the Contract Administrator or prior to the commencement of manufacture of any item included in this Contract.

In the event of such Drawings not being supplied to the Contract Administrator in adequate time, the Contract Administrator shall have the right to order such Drawings to be prepared at the source of manufacture and the cost of any such preparation shall be paid for by the Contractor. The contractor is to ensure that access to equipment for maintenance and repair purposes shall be easily obtainable in the space provided.

Working drawings for any falsework, shoring, forms or other incidental details of construction, shall be prepared and stamped by a Contract Administrator experienced in structural design of falsework and registered in the Province of Ontario. The Contract Administrator whose stamp appears on the working drawings of such falsework or formwork shall inspect and approve, in writing, that all work has been carried out in accordance with the Drawings and to his own satisfaction.

The Contractor shall allow in his Tender for the provision of not less than six (6) copies of all drawings for approval and eight (8) copies of all working or shop drawings and one clear transparency after the final approval.

Only working drawings which are to scale and incorporate all the scaled dimensions and arrangements of details will be accepted as working drawings.

124. CERTIFIED EQUIPMENT OUTLINES

After entering into Contract, the Contractor shall furnish to the Contract Administrator for his approval not less than four (4) copies of the manufacturer's catalogue description of all equipment he proposes to supply on the project. Approval of equipment shall be based on manufacturer's published ratings. Any items not in accordance with these Specifications shall be rejected. It shall be the responsibility of the Contractor to check shop drawings prior to submitting them for the Contract Administrator's approval to ensure that the equipment he proposes to furnish fulfils the specified requirements and is suitable for the particular application.

125. LITERATURE DESCRIBING FULLY ALL EQUIPMENT

Complete literature describing all materials and equipment to be used on the works is to be submitted for the information of the Contract Administrator and they shall receive his approval before any equipment or materials are used on the works.

125. LITERATURE DESCRIBING FULLY ALL EQUIPMENT (cont'd)

Notwithstanding any equipment or materials having been approved by the Contract Administrator if at any time any equipment or materials used on the works purporting to be equivalent to those submitted, do not meet the standard quality of such submitted details or the requirements of this Specification, then the Contract Administrator may cancel such approval at any time and have such material removed from the site and replaced by an approved material at the Contractor's expense.

The equipment or materials furnished by the Contractor may be inspected by the Contract Administrator at the time of delivery and at such times as the Contract Administrator may elect. Any equipment or materials rejected by the Contract Administrator after delivery, shall be replaced by the Contractor at the Contractor's own expense.

All work done and equipment or materials furnished by the Contractor shall be subject to inspection by the Contract Administrator and defective equipment or materials shall be removed from the site of the work and faulty workmanship be repaired notwithstanding prior inspection and acceptance thereof by the Contract Administrator. The Contractor shall provide facilities for the handling, inspection and storing of all equipment and materials at his own expense.

126. PROTECTION AND RELOCATION OF STRUCTURES AND UTILITIES

All structures and utilities known to the Owner to be in existence above and below ground are shown on the Drawings. The Contractor shall examine the location of the work and shall make such enquiries necessary to determine the existence and location of structures and utilities which may be encountered in the line of work. The Owner will assume no responsibility for structures and utilities inaccurately shown on, or omitted from, the Drawings.

The Contractor shall, at his own expense, and in a manner approved by the Contract Administrator, sustain in their places and protect from injury and damage any and all poles, posts, water or gas mains, public or private sewers or drains, conduit, cables, service pipes, ducts, culverts, sidewalks, curbs and gutters, and all other services, structures or property in the vicinity of the work, whether above or below ground, or which appear in the excavation. The Contractor shall assume all costs and expenses for damage which may be occasioned by injury to any structure or utility, and for any temporary relocation, replacement or adjustment required to facilitate the proper execution of the work. If damage to any structure, utility or service occurs by reason of the Contractor's operations, even though special precautions have been employed, the Contractor shall be entirely responsible for such damage, whether such operations and the work resulting therefrom have received the approval of the Contract Administrator, or not, and all such damage shall be satisfactorily rectified at the Contractor's expense.

It shall be the Contractor's responsibility to inform the utility companies, or owners, involved, of his intention to work in the vicinity of their services. The Contractor shall request that an inspector be on the site at the time to protect the interests of the company or owner involved. Should any costs arise from this inspection, they shall be borne by the Contractor.

126. PROTECTION AND RELOCATION OF STRUCTURES AND UTILITIES (cont'd)

Before commencing any excavations the Contractor shall have the location of all utility lines, conduits, pipes, cables, etc. located by a representative of the appropriate utility company, or municipality. Should the exact location of the utilities not be known, then it will be the Contractor's responsibility to search for and uncover them. Excavation will be commenced only after sufficient precautions have been taken to protect all utilities.

The cost of exploratory excavation shall be borne by the Contractor and no claim shall be made for any necessary excavation, sheeting, shoring, bracing, equipment, labour, standby time, traffic control, detours, barricades, etc. The Contractor shall provide the Contract Administrator with all the necessary assistance to enable the Contract Administrator to make the necessary measurements and take the necessary levels. In addition, the Contractor shall take note that the Contract Administrator may vary the grade of the watermain to suit conditions which are encountered or he may require additional work to be carried out in order to solve any problem which may occur. Extra work, if required, will be carried out and will be paid for in accordance with the Provisions of the Contract for extra work.

127. MAINTAINING FLOW OF SEWERS, DRAINS AND DITCHES

The Contractor shall, at his expense, permanently and temporarily provide for and maintain the flow, where required, of all sewers, drains, ditches, house or inlet connections, and all watercourses that may be encountered during the progress of the work, and shall maintain the site of the work free from surface and ground water so that construction can proceed "in the dry". He shall not allow the contents of any sewer, drain, ditch or house inlet connection to flow into the trench to be constructed under this contract, unless he has written permission from the Contract Administrator and shall at his own cost and expense, immediately remove from the proximity of the work all offensive matter, using such precautions in so doing, as may be directed by the Contract Administrator.

Drainage ditches shall be kept open at all times for surface drainage. Damming or impounding of water in ditches or other waterways will not be permitted, except where the Contract Administrator considers it necessary. The Contractor shall not direct any flow of water across or over pavements, except through approved pipes or property constructed troughs, and he shall, when required by the Contract Administrator, provide pipes or troughs of such sizes and lengths as may be required, and place the same as may be directed, at his own cost and expense.

128. RELOCATION OF THE WORK

The Contract Administrator may relocate the work at any time to suit the interest of the Owner. The relocation of such work shall not invalidate the Contract and the Contractor shall be required to carry out all of the terms and conditions of the Contract despite such relocation. However, the Contractor will be entitled to payment for any extra work caused on account of such relocation in accordance with the unit prices quoted in the Form of Tender or as calculated by such other means as provided in the Contract. Relocation of any work will only be carried out with the written instructions of the Contract Administrator and the Contractor may not relocate any work for his own purpose except with such written approval of the Contract Administrator.



128. RELOCATION OF THE WORK (cont'd)

Should the relocation of any work result in a lesser amount of work required to be done, the cost of such reduction will be deducted from the Contractor's final contract price in accordance with the Unit Prices shown on the Schedule or such other sum as agreed between the Contract Administrator and the Contractor.

129. GENERAL RESTORATION AND SITE CLEANUP (N/A)

Following the completion of the work, the Contractor shall clean up the site, remove all materials and restore the site to at least its original condition, to the satisfaction of the Contract Administrator. The cost of general restoration and site clean up shall be deemed to have been included in the Total Contract Price unless specifically paid for under an item in the Schedule of Items and Prices in the Form of Tender. Since there are several types of restoration work involved on the project, the various types of restoration work shall be as specified herein.

130. STANDARD ABBREVIATIONS

The following standard abbreviations may be used in the Contract Documents and the meaning thereof is given herewith:

N.B.C.	-	National Building Code of Canada
C.S.A.	-	Canadian Standards Association
A.S.A.	-	American Standards Association
A.W.W.A.	-	American Waterworks Association
A.S.T.M.	-	American Society for Testing Materials
A.I.S.C.	-	American Institute of Steel Construction
C.I.S.C.	-	Canadian institute of Steel Construction
A.C.I.	-	American Concrete Institute
P.C.I.	-	Pre-stressed Concrete Institute
P.C.A.	-	Portland Cement Association
M.T.O.	-	Ministry of Transportation of Ontario
M.O.E.	-	Ontario Ministry of the Environment
O.P.S.S.	-	Ontario Provincial Standard Specification
O.P.S.D.	-	Ontario Provincial Standard Drawing

131. DUST CONTROL

The Contractor shall be responsible for the control of all dust nuisance resulting from his operations and if in the opinion of the Contract Administrator, control is necessary, may order the supply of water or calcium chloride at the unit price in the Contract.

132. FREEZING WEATHER

During freezing weather, all work shall be adequately protected with straw, tarpaulins or wet steam, or any combination of these methods, as considered necessary by the Contract Administrator. The cost of all such special precautions during freezing weather shall be the Contractor's expense. No payment will be made for frost-ripping regardless of the depth.



133. CONTRACTOR'S STANDING WITH WORKERS' COMPENSATION BOARD

Prior to construction, and prior to the Final Payment Certificate submission, the Contractor shall supply the Contract Administrator with a letter from the Workers' Compensation Board stating that his firm is in good standing with the Workers' Compensation Board. This letter shall be in the form of a declaration as provided by the Workers' Compensation Board.

134. FIRST AID EQUIPMENT

The Contractor shall provide and maintain on the site, in a clean orderly condition, completely equipped first aid facilities which shall be readily accessible at all times to all his employees and the Contract Administrator and his staff. The Contractor shall designate certain employees who are appropriately instructed to be in charge of first aid. At least one such employee shall always be available on the site while work is being carried on. A telephone call list for summoning aid, such as doctors, ambulances, pulmotors and rescue squads from outside sources shall be conspicuously posted.

135. IRON BAR MONUMENTS

The Contractor shall take every precaution not to disturb any iron bars or witness post. The Contractor shall provide an Ontario Land surveyor at no expense to the Owner to replace all iron bars and witness posts that have been disturbed by the Contractor's operations. This includes all survey bars, etc. shown or not shown on the Contract Drawings.

136. COMPLAINTS AND CLAIMS FROM THE PUBLIC

The Contractor shall assign an employee to investigate all complaints from the public resulting from his work during the course of the project and to immediately rectify any situation from which the public has just cause for complaint. This employee shall keep a diary listing all complaints, the time and date that they were received, and the action taken by the Contractor to rectify the situation. One copy of this diary will be submitted to the Contract Administrator every week. The employee designated by the Contractor to investigate these complaints will be on-site on a full-time basis and will co-operate fully with the Contract Administrator's staff.

The Contractor shall immediately investigate all claims from the public regarding damage to private property. The Contractor shall also notify the Contract Administrator and the property owner in writing if their claim is submitted to the Contractor's Insurance Agent by the Contractor for investigation.



SECTION 2

SPECIAL PROVISIONS

<u>ITEM</u>	<u>TITLE</u>	<u>PAGE</u>
201.	Disposal of Asphalt and Surplus Excavated Material	SP-1
202.	Traffic Control	SP-1
203.	Certification (Backstop)	SP-1
204.	Products (Backstop)	SP-1
205.	Execution (Backstop)	SP-3



201. DISPOSAL OF ASPHALT AND SURPLUS EXCAVATED MATERIAL

All existing concrete and asphalt materials, if any, shall be disposed of by the contractor at an approved disposal site in accordance with Ministry of Environment requirements.

All surplus clean native and granular fill material is to be disposed of by the contractor. In general, all work shall conform to OPSS 206.

No additional payment shall be made to the contractor for work done described herein, the cost of which shall be deemed to have been included in the unit prices of the appropriate items in the Form of Tender.

No material will be allowed to be placed within any fill regulated zones as identified by the local Conservation Authority mapping.

The Contractor shall be responsible for finding a location suitable to the Contract Administrator for disposal of all excess materials and shall provide the Contract Administrator with the written permission of the owner of the property concerned.

202. TRAFFIC CONTROL

The roadway, Centennial Avenue, will remain open to through traffic during all phases of construction.

The contractor will be fully responsible to provide complete traffic control and signage to be in accordance with the requirement of the Ontario Traffic Control Manual and/or the Township of Warwick.

203. CERTIFICATION (BACKSTOP)

Contractor is to provide Shop Drawings for all Hardball Backstops that are stamped by a certified Structural Engineer (P.Eng.) licenced to practice in the Province of Ontario.

204. PRODUCTS (BACKSTOP)**.1 Materials**

- i) Fence fabric to be hot dipped galvanized conforming to CSA-G164-1965 (1972), free from blisters, bare spots, projections, or other defects not consistent with good galvanizing practice.
- ii) All mesh to be new and hot dipped galvanized before fabrication in accordance with CAN/CGSB-138 and CSA-162. Top and bottom selvage to have a knuckled finish. Galvanized fabric to have a minimum of 488 g/m² of zinc on surface area. Fabric shall be installed to the full width indicated on drawings without overlap. Mesh sizes are also noted on detail drawings.
- iii) The gates shall be installed as noted on drawings. The gate frame is to be hot dipped galvanized complete with standard hinges and latches designed to accept a padlock.



204. **PRODUCTS** (cont'd).1 Materials (cont'd)

- iv) Galvanizing: all metal, except aluminium shapes and wire mesh, shall be hot dip galvanized, after fabrication, in accordance with CSA-G164.
- v) All posts and rails shall be steel pipe with minimum yield strength of 240 MPa and hot dip galvanized conforming to CSA-G164-M92 (R2003).
- vi) Backstop(s) shall be manufactured as specified and detailed. Any substitutions must be approved in writing. The backstop(s) is of all-welded construction.
- vii) Concrete footings shall conform to the certified Structural Engineer drawings.
- viii) The chain link mesh shall be diamond pattern, open hearth steel wire, and knuckled at top and bottom ends.

.2 Finishes

- i) Fittings and hardware: galvanized steel. Post caps to provide waterproof fit, to be fastened securely over posts.
- ii) All welds shall be neatly ground and finished to match the texture of the existing material.
- iii) Concrete Post footings mixes and materials: Cast-in-Place concrete CAN/CSA-A23.2.
 - .1 Nominal aggregate size: 40-5.
 - .2 Compressive strength: 25 MPa minimum at 28 days.
- iv) The coating weight and uniformity shall be measured by the Preece Test and shall conform to the following table and in accordance with ASTM A239-95 (2004).

Component	Coating Weight	Preece Dips
Fence Fabric	490 g/m ² (1.6 oz/sq.ft)	6
Posts and Rails	549 g/m ² – 610 g/m ² (1.8 oz/sq.ft)	6
All Fittings	484 g/m ² (1.6 oz/sq.ft)	6

.3 Hardball Materials

- i) Chain Link Fence Fabric: 50mm x 6 gauge chain link mesh galvanized after weaving (G.A.W.) for lower portion of backstop and 38mm x 9 gauge G.A.W. chain link mesh for upper portion of backstop. Zinc coating shall not be less than 610 g/m² of uncoated wire surface. All other mesh shall be 38mm x 9 gauge galvanized before weaving mesh with zinc coating of not less than 490 g/m² of uncoated wire surface.



204. **PRODUCTS** (cont'd).3 Hardball Materials (cont'd)

- i) Provide all hardware, caps, and enclosures for all framing.
- ii) Tie wire fasteners: single strand, galvanized steel fabric, 3mm diameter.
- iii) Tension bar: 5mm x 19mm galvanized steel.
- iv) Tension bar bands: 6mm x 19mm galvanized steel.
- v) Framing shall be constructed of prime galvanized pipe to Schedule 40 or Schedule 80 as specified on the Engineers stamped drawings to diameters listed below, unless otherwise specified:

Component	Hardball
Corners and Ends	114mm O.D.
Uprights	70mm O.D.
Rails and Cross Braces	48mm O.D.

- vi) It is understood that the reference to 43 and 48mm O.D. rails and cross braces shall include top, middle, and bottom rails.

205. **EXECUTION (BACKSTOP)**.1 Grading

- i) Remove debris and correct ground undulations along fence line to obtain smooth, uniform gradient between posts. There shall be no clearance between the bottom rail and the infield mix.

.2 Installation

- i) Do not install fence fabric until concrete has cured a minimum of five (5) days.
- ii) Excavate post holes to dimensions indicated by methods as shown in the approved drawings, directed by the Consultant. Dispose of all subsoil excavation not suitable for re-use or not dispensable into the new work to an off-site location arranged and paid for by the Contractor.
- iii) Space line posts as stated herein.
- iv) Erect fence along lines as shown in the approved drawings, directed by the Consultant and in accordance with CAN/CGSB-138.3-96.
- v) Place concrete in post holes with sono-tube footings, then embed posts into the concrete to depths as indicated herein.
- vi) Brace to hold posts in plumb position and true to alignment and elevation. Immediately make correction to any post found not to be plumb in all directions.



205. EXECUTION (cont'd)**.2 Installation** (cont'd)

- vii) Install rails between posts and provide continuous weld. All joints shall be mitred or "fish mouthed". Crimped pipe joints will not be accepted. Secure waterproof caps and overhang tops.
- viii) Secure fabric to top rails, line posts, and bottom rail with tie wires at 250mm intervals. Give tie wires minimum two twists. Wire ends to be twisted so not to create hazard.
- ix) Lay out fence fabric on the side of play in the locations as defined on the drawings. Stretch tightly to tension recommended by manufacturer and fasten to end, corner gate, and straining posts with tension bar secured to post with tension bar bands spaced at 250mm intervals. No exposed wire barbs are to exist on the bottom and top edges of fence fabric.
- x) All welding shall be Canadian Welding Bureau approved to CSA-W59-03 and W59.2. Ensure exposed welds are continuous for length of each joint. File or grind exposed welds smooth and flush.

.3 Hardball Backstop

i) Installation

- .1 Space line posts and uprights as stated by the Certified Structural Engineered stamped drawings.
- .2 The concrete footings to be installed as per the approved Certified Engineer design.

ii) Cleaning

- .1 Review the place or work, rake, remove, and dispose of all cut pieces of wire, tires, or discarded materials.
- .2 Promptly as the work proceeds and upon completion, clean up and remove from the site rubbish and surplus material resulting from the work.
- .3 Clean and reinstate all areas disturbed by operations of the Contractor, sub-trades, or supplier related to the work in this section, replacing damaged subgrade, surfacing, topsoil, sod, to the original finished condition to the approval of the Consultant.

iii) Touch Up

- .1 All field to be cleaned with a steel brush removing all shavings, filings, dirt, dust, splatters, and other debris prior to field touch-up.
- .2 Repair damaged galvanized surfaces. Clean damaged surfaces with wire brush removing loose and cracking coatings. Pre-treat damaged surfaces according to manufacturer's instructions for zinc-rich paint. Apply two (2) coats of organic-rich paint to damaged areas.



GENERAL CONDITIONS

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1. DEFINITIONS

- (a) The Contract Documents shall consist of the Signed Agreement, the General Conditions of Contract, the Drawings, and the Specifications, including all modifications thereof incorporated in any of the documents before the execution of the Agreement.
- (b) The Owner, the Contractor and the Engineer are those named as such in the Agreement. They are treated throughout the Contractor Documents as if each were of the singular number and masculine gender.
- (c) Wherever in this Contract the word "Engineer" is used it shall be understood as referring to the Engineer of the Owner, acting personally or through any assistants duly authorized in writing for such act by the Engineer.
- (d) The term "Sub-Contractor" includes only a person, firm or corporation having a contract for the execution of a part or parts of the work included in the general contract, and a person, firm or corporation furnishing material called for in the general contract and worked to a special design according to the plans or specifications, but does not include one who merely furnishes material not so worked.
- (e) The term "other Contractor" means any person or firm or corporation employed by or having a contract directly or indirectly with the Owner otherwise than through the Contractor.
- (f) The law of the location of the work shall govern the construction under this contract.

2. DOCUMENTS

The contract documents shall be signed in triplicate by the Owner and Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labour and materials reasonably necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, section or trade in the specifications shall be supplied unless distinctly so noted on the drawings. Descriptions of materials or work in words which so applied have well known technical or trade meanings shall be held to refer to such recognized standards. Should the specifications conflict with the drawings, the specifications shall govern.

In the case of discrepancies between drawings, those of larger scale, or if the scales are the same, those of later date shall govern. All drawings and specifications shall be interpreted in conformity with the Agreement and these General Conditions which shall govern.

3. DETAIL DRAWINGS AND INSTRUCTIONS

The Engineer shall furnish as necessary for the execution of the work additional instructions, by means of drawings or otherwise. All such additional instructions shall be consistent with the contract documents. The work shall be executed in conformity therewith and the Contractor shall do no work without such additional instructions. In giving such additional instructions, the Engineer shall have authority to make minor changes in the work, not inconsistent with the Contract. If either the Contractor or the Engineer so requests they shall

3. DETAIL DRAWINGS AND INSTRUCTIONS (cont'd)

jointly prepare a schedule, subject to change from time to time in accordance with the progress of the work, fixing the dates at which the various detail drawings will be required, and the Engineer shall furnish them in accordance with this schedule; and on like request, a schedule shall be prepared, fixing the dates for the submission of shop drawings, for the beginning of manufacture and installation of materials and for the completion of the various parts of the work.

4. COPIES FURNISHED

In addition to the signed triplicates of the contract documents the Engineer shall furnish to the Contractor, without charge to him, as many copies of all drawings and specifications as are reasonably necessary for the proper execution of the work.

5. SHOP DRAWINGS

The Contractor shall furnish to the Engineer, at proper times, all shop and setting drawings or diagrams which the Engineer may deem necessary in order to make clear the work intended or to show its relation to adjacent work of other trades. The Contractor shall make any changes in such drawings or diagrams which the Engineer may require consistent with the contract, and shall submit sufficient copies of the revised prints to the Engineer for approval, all but one of which shall be returned to the Contractor if approved by the Engineer. When submitting such shop and setting drawings the Contractor shall notify the Engineer in writing of changes made therein from the Engineer's drawings or specifications. The Engineer's approval of such drawings or of the revised drawings shall not relieve the Contractor from responsibility for errors made by the Contractor therein or for changes made from the Engineer's drawings or specifications not covered by the Contractor's written notification to the Engineer. All models and templates submitted shall conform to the spirit and intent of the contract documents.

6. DRAWINGS AND SPECIFICATIONS OF THE WORK

The Contractor shall keep one copy of all drawings and specifications on the work, in good order, available to the Engineer and to his representatives.

7. OWNERSHIP OF DRAWINGS AND MODELS

All drawings, specifications and copies thereof and all models furnished by the Engineer are his property. They are not to be used on other work, and, with the exception of the signed contract set of the drawings and specifications, are to be returned to him on request on the completion of the work. Any models furnished by the Contractor or the Owner are the property of the Owner.

8. SAMPLES

The Contractor shall furnish for the Engineer's approval such samples as he may reasonably require. The work shall be in accordance with approved samples.



9. MATERIAL TESTS AND MIX DESIGNS

The Contractor shall furnish for the Engineer's approval such material tests and mix designs as he may reasonably require. The cost of providing the foregoing beyond the extent called for in the specifications shall be charged to the Owner. The work shall be in accordance with approved material tests and mix designs.

10. ENGINEER AND CONTRACTOR

The Engineer shall have general supervision and direction of the work, but the Contractor shall have complete control, subject to Section 13, of his organization. The Engineer is, in the first instance, the interpreter of the contract and the judge of its performance; he shall use his powers under the contract to enforce its faithful performance by both the parties hereto. In case of the termination of the employment of the Engineer, the Owner shall appoint a capable and reputable Engineer whose status under the Contract shall be that of the former Engineer.

11. THE ENGINEER'S DECISIONS

The Engineer shall decide on questions arising under the contract documents, whether as to the performance of the work or the interpretation of the specifications and drawings; but should the Contractor hold such decisions to be at variance with the contract documents, or to involve changes in work already built, fixed, ordered or in hand in excess of the contract, or to be given in error, he shall notify the Engineer before proceeding to carry them out. In the event of the Engineer and the Contractor failing to agree as to such change or error and the Engineer deciding to carry out such disputed work, the Contractor shall act according to such decision, any question of excess of cost due to the aforesaid cause being decided by arbitration in the manner hereinafter provided in Section 41.

12. SUB-SURFACE CONDITIONS

In the event that during the execution of the work sub-surface conditions at the location of the work are found to differ materially from those indicated in the contract documents or otherwise represented in writing by the Owner or Engineer to the Contractor then the Contractor shall promptly notify the Engineer in writing of such conditions. The Engineer shall promptly investigate such conditions and if he finds that they differ materially and will result in an increase or decrease in the cost of or time required for performance of this contract an equitable adjustment shall be made between the parties and the contract modified in writing accordingly. If the parties fail to agree, the dispute shall be determined by arbitration as provided for in Section 31 hereof.

13. SUPERINTENDENCE

The Contractor shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ. The superintendent shall represent the Contractor in his absence and directions on minor matters given to him shall be given in writing to the Contractor. The Contractor shall give efficient supervision to the work, using his best skill and attention.



14. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour, water, tools, equipment, light and power necessary for the execution of the work. Unless otherwise specified, all materials shall be new. Both workmanship and materials shall be of the quality specified. The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

15. INSPECTION OF WORK

The Owner or the Engineer on his behalf and their representative shall at all-time have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the specifications, the Engineer's instructions, the laws, or the ordinances of any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer, of the date and time fixed for such inspection. Inspections by the Engineer shall be promptly made. If any such work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and made good at the Contractor's expense. Re-examination of quoted work may be ordered by the Engineer. If such work be found in accordance with the contract, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the contract, through the fault of the Contractor, the Contractor shall pay such cost.

16. REJECTED WORK AND MATERIALS

All materials which do not conform to the requirements of Contract Documents, or are not equal to samples approved by the Engineer shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or by any act or omission of the Contractor shall be removed within ten (10) days after written notice is given by the Engineer, and the work shall be re-executed by the Contractor at his expense.

If the Contractor does not remove such condemned materials or work within the time fixed by written notice, the Owner may remove them and may store such materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five (5) days thereafter, the Owner may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account to the Contractor for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

17. DEDUCTIONS OF UNCORRECTED WORK

If in the opinion of the Engineer it is not expedient to correct defective work or work not done in accordance with the contract documents the Owner may deduct from the contract price the difference in value between the work as done and that called for by the contract, the amount of which shall be determined in the first instance by the Engineer.



18. CORRECTION AFTER FINAL PAYMENT

Neither the final certificate nor payment thereunder, nor any provision in the contract documents shall relieve the Contractor from responsibility for faulty materials or workmanship, which appear within a period of one year from the date of substantial completion of the work, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which appear within such period of one year. The Owner shall give notice of observed defects promptly. Questions arising under this Section shall be decided as provided in Sections 11 and 41.

19. EMERGENCIES

The Engineer has authority to stop the progress of the work whenever in his opinion such stoppage may be necessary to ensure its proper execution. In an emergency affecting or threatening the safety of life, or of the structure, or of adjoining property, he has authority to make such changes and to order, assess and award the cost of such work extra to the contract or otherwise as may in his opinion be necessary.

20. PROTECTION OF WORK AND PROPERTY

The Contractor shall maintain continuously adequate protection of all his work from damage and shall take all reasonable precautions to protect the Owner's property from all injury arising in connection with this contract. He shall make good any damage or injury to his work and to the property of the Owner resulting from the lack of reasonable protective precautions. He shall not be responsible, however, for any damage or injury to his work and to the property of the Owner which may be directly due to errors in the contract documents or caused by the Owner, his agents or employees, provided the Contractor has taken reasonable protective precautions. He shall adequately protect adjacent property as required by law and the contract documents.

21. CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall maintain such insurance or pay such assessments as will protect him and the Owner from claims under Workers' Compensation Acts and from any other claims for damages for personal injury, including death, and from claims for property damage which may arise from his operations under this contract. Certificates of such Insurance shall be filed with the Owner or the Engineer on his behalf, and shall be subject to his approval as to adequacy of protection. Such Insurance shall be maintained until the Engineer certifies that the work is complete.

22. FIRE INSURANCE

The Contractor shall maintain and pay for fire insurance, with standard supplemental risks endorsement, in the joint names of the Owner and the Contractor totalling not less than 80% of the total value of the work done and material delivered on the site, so that any loss under such policies of insurance will be payable to the Owner and the Contractor as their respective interests may appear, and he shall furnish duplicates of all such policies to the other party hereto. Should a loss be sustained, the Contractor shall act on behalf of the Owner and himself for the purpose of adjusting the amount of such loss with the insurance companies. As soon as such adjustment has been completed the Contractor shall repair the damage and complete the work and shall be entitled to receive from the Owner in addition to the contract



22. FIRE INSURANCE (cont'd)

price, the amount at which the Owner's interest has been appraised in the adjustment, to be paid to the Contractor as the work of restoration proceeds and in accordance with the Engineer's certificates.

Damage shall not affect the rights and obligations of either party under the contract except as aforesaid and except that in such event the Contractor shall be entitled to such reasonable extension of time for the performance of the work as the Engineer may decide. Ten (10) days after the Engineer has given the Owner and the Contractor notice in writing that the work is substantially complete and ready for occupancy, the obligation of the Contractor (if any) to maintain insurance shall cease and the Owner shall assume full responsibility for insuring the whole work against such loss or damage.

23. GUARANTY BONDS

The Owner shall have the right to require the Contractor to furnish bond covering the faithful performance of the contract including the corrections after final payment provided for in Section 18 hereof, and the payment of all obligations arising under the contract, in such forms as the Engineer may prescribe and with such sureties as he may approve. If such bond is required by written instructions given previous to the receipt of bids, the premium shall be paid by the Contractor; if subsequent thereto, it shall be paid by the Owner.

24. CHANGES IN THE WORK

The Owner, or the Engineer, without invalidating the contract, may make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension or reduction of time caused thereby shall be adjusted at the time of order of such change.

25. APPLICATIONS FOR PAYMENTS

The Contractor shall submit to the Engineer an application for each payment, itemized in such form and supported by such evidence as the Engineer may direct showing this right to the payment claimed.

26. CERTIFICATES AND PAYMENTS

If and so often as the Contractor has made application for payment by submitting to the Engineer the invoice, the Engineer shall, within ten (10) days of receipt of the application, approve the account for payment or advise the Contractor promptly in writing why the account is amended or disapproved. Such approval may provide for holdbacks sufficient to protect the Owner against all liens and may be withheld if the Engineer has received information that payments due to sub-contractors have not been made.

No payment made to the Contractor and no partial or entire use or occupancy of the work by the Owner shall be construed as an acceptance of any work or material not in accordance with his contract. The issuance of the final certificate shall constitute a waiver of all claims by the Owner otherwise than under Sections 18 and 27 of these conditions and the acceptance of such final certificate by the Contractor shall constitute a waiver by him of all



26. CERTIFICATES AND PAYMENTS (cont'd)

claims except those previously made and still unsettled if any. Should the Owner fail to pay the sum named in any certificate of the Engineer or in any award by arbitration, upon demand when due, the Contractor shall receive, in addition to the sum named in the certificate, interest thereon at the rate of 7.5%.

27. LIENS

Neither the final payment nor any part thereof shall become due until the Contractor, if required, for good and sufficient reason, shall obtain and deliver to the Owner a complete release of all liens arising out of this contract (other than his own) but the contractor may, if any sub-contractor refuses to furnish a release of such a lien, furnish a bond satisfactory to the Owner to indemnify him against any claim under such lien.

28. PERMITS, NOTICES, LAWS AND RULES

The Contractor shall apply and pay for all necessary permits or licences required for the execution of the work (but this shall not include the obtaining of permanent easements or rights of servitude). The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety and if the specifications and drawings are at variance therewith any resulting additional expense incurred by the Contractor shall constitute an addition to the contract price.

29. PATENT FEES

The Contractor shall pay all royalties and licence fees and shall save the Owner harmless from loss on account of suits or claims which may arise by reason of the work for infringements of patents in force at the time of signing of the contract documents.

30. USE OF PREMISES

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Engineer and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit to be loaded any part of the structure with a weight that in the opinion of the Engineer will endanger its safety. The Contractor shall enforce the Engineer's instructions regarding signs, advertisements, fires and smoking.

31. CLEANING UP

The Contractor shall at all times keep the subject matter of the work free from accumulations of waste material or rubbish resulting from his operations, and at the completion of the work the Contractor shall remove all his rubbish and all his tools, equipment and surplus materials and shall leave the work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove the rubbish and charge the cost as the Engineer shall determine to be just.



32. DELAYS

If the Contractor, through no fault or neglect on his part, is delayed in the completion of the work by any act or neglect of the Owner, Engineer or other Contractor, or any employee of any one of them, or if the Contractor is delayed in the completion of the work by changes ordered in the work, or by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended by a recognized contractors' association for its members of which the Contractor is a member), fire, unusual delay by common carriers or unavoidable casualties or without limitation to any of the foregoing, by any cause of any kind whatsoever beyond the Contractor's control, then the time for completion shall be extended. All such extensions of time for performance shall be for a period of time equal to the time lost due to such delays and for such an additional period of time, if any, as may be approved by the Engineer provided that in order to obtain an extension of time for completion the Contractor shall notify the Engineer within seven (7) days of any occurrence which in the Contractor's opinion entitles him to an extension of time for completion except in the case of a continuing occurrence where one notice will be sufficient. In addition and without limit to the foregoing the time of completion shall be extended because of any cause whatsoever within the Contractor's control which the Engineer shall decide as justifying a delay for such reasonable time as the Engineer may decide.

33. OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner after three (3) days' written notice to the Contractor, may without prejudice to any other remedy he may have, make good deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided however, that the Engineer shall approve both such action and the amount charged to the Contractor.

34. OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged as bankrupt, or is he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency or if he should, except in cases recited in Section 32, refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days' notice in writing from the Engineer to supply additional workmen or materials, or if he should fail to make prompt payment to sub-contractors or for material or labour, or persistently disregard laws, ordinances or the instruction of the Engineer, or otherwise be guilty of a substantial violation of the provisions of the contract, then the Owner, upon the certificate of the Engineer that sufficient case exists to justify such action, may, without prejudice to any other right or remedy, by giving the Contractor written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient, but without undue delay or expense.

In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation to the Engineer for his additional services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, shall be certified by the Engineer.



35. CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

The Contractor may suspend work or terminate the contract upon seven (7) day's written notice to the Owner and the Engineer for any of the following reasons:

- (a) If an order of any court, or other public authority caused the work to be stopped or suspended for a period of thirty (30) days through no act or fault of the Contractor or his employees.
- (b) If the Engineer should fail to act upon any request for payment within twenty (20) days after it is presented in accordance with the General Conditions of the Contract.
- (c) If the Owner should fail to pay in full the amount of the Request for Payment approved by the Engineer within thirty (30) days after the time established in the Contract.
- (d) If the Owner should fail to pay the Contractor the amount of an award within thirty (30) days after its award by arbitrators.

Upon suspension of the work or termination of the contract by the Contractor for any of the above reasons, the Contractor shall recover payment from the Owner for the work performed, plus loss on plant and materials, plus established profit and damages, as approved by the Engineer.

36. DAMAGES AND MUTUAL RESPONSIBILITY

If either party to this contract should suffer damage in any manner because of any wrongful act or neglect of other party or of anyone employed by him then he shall be reimbursed by the other party for such damage. Claims under this paragraph shall be made in writing to the party liable within a reasonable time after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration, and the party reimbursing the other party as aforesaid shall thereupon be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party. Should the Contractor cause damage to any other Contractor on the work, the Contractor agrees upon due notice to settle with such other Contractor by agreement or arbitration, if he will so settle.

If such other Contractor sues the Owner on account of any damage alleged to have been so sustained the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense and if any final order or judgement against the Owner arises therefrom the Contractor shall pay or satisfy it and pay all costs incurred by the Owner. Provided that if the Contractor becomes liable to pay or satisfy any final order or judgement against the Owner then the Contractor shall have the right upon undertaking to indemnify the Owner against any and all liability for costs, to appeal in the name of the Owner such final order or judgement to any and all courts of competent jurisdiction.

37. OTHER CONTRACTS

The Owner reserves the right to let other contracts in connection with the undertaking of which the work is a part and the Contractor shall connect properly and co-ordinate his work with that of other Contractors. If any part of the Contractor's work depends for its proper execution or result upon the work of any other Contractor, the Contractor shall in writing



37. OTHER CONTRACTS (cont'd)

report promptly to the Engineer any defects in the work of such other Contractor as may interfere with the proper execution of the Contractor's work. Should the Contractor fail so to inspect and report he shall have no claim against the Owner by reason of the defective or unfinished work of any other Contractor except as to latent defects not reasonably noticeable at the time of the commencement of the Contractor's work. In letting separate contracts the Owner shall take all precautions reasonably possible to avoid the possible occurrence of a labour dispute or disputes on the work.

38. ASSIGNMENT

Neither party to the Contract shall assign the Contract without the written consent of the other.

39. SUB-CONTRACTS

The Contractor shall, if required, at the time of signing the contract, notify the Engineer in writing of the name of sub-contractors proposed for the principal parts of the work and for such others as the Engineer may direct and shall not employ any to whom the Engineer may reasonably object. If the change of any name on such list is required by the Engineer, and the work has to be awarded to a higher bidder, the contract price shall be adjusted accordingly by the difference between the two bids. The Engineer, shall, on request, furnish to any sub-contractor, wherever practicable, evidence of the amounts certified to on his account. The Contractor shall be held as fully responsible to the Owner for the acts and omissions of his sub-contractors and of persons directly or indirectly employed by them, as for the acts and omissions of persons directly employed by him. In his view of this responsibility for the acts and omissions of sub-contractors, the Contractor shall not be obliged to employ as a sub-contractor any person or firm to whom he reasonably objects. Nothing contained in the contract documents shall create any contractual relation between any sub-contractor and the Owner.

40. RELATIONS OF CONTRACTOR AND SUB-CONTRACTOR

The Contractor agrees to bind every sub-contractor by the terms of the General Conditions, Drawings and Specifications, as far as applicable to his work.

41. ARBITRATION

In the case of any dispute between the Owner or the Engineer on his behalf, and the Contractor during the progress of the work, or afterwards, or after the determination or breach of the Contract as to any matter arising thereunder, either party hereto shall be entitled to give to the other notice of such dispute and to demand arbitration thereof. Such notice and demand being given, each party shall at once appoint an arbitrator and these shall jointly select a third who shall be their chairman. The decision of any two or three arbitrators shall be final and binding upon the parties who covenant that their disputes shall be so decided by arbitration alone and not by recourse to any court by way of action at law, provided that in the event of there being no majority decision then the decision of the chairman shall be final and binding upon the parties. However, if within a reasonable delay the two arbitrators appointed by the parties do not agree upon a third or a party who has been notified of a dispute fails to appoint an arbitrator, then a third arbitrator or an arbitrator to



41. ARBITRATION (cont'd)

represent the party in default, or both such arbitrators may, upon simple petition of the party not in default, be appointed by a Judge of the Supreme Court or of a Superior Court of the Province of Ontario.

When the Owner or the Contractor applies for arbitration, the application shall not be entertained until security to the amount of \$8,000.00 has been deposited by the applicant with the Engineer to apply to the cost of the arbitration. In case of a balance remaining to the credit of the Contractor, according to the certificates of the Engineer, the same may be received on account of the said security to apply to the cost of arbitration. Arbitration proceedings shall not take place until after the completion or alleged completion of the work except

- (a) on a question of certificate for payment, or
- (b) in a case where either party claims that the matter in dispute is of such a nature as to make immediate arbitration proceedings necessary while the evidence is available. The cost of arbitration shall be apportioned against the parties hereto or against any one of them as the arbitrators may decide.

