



Bid Opportunity ONLINE

Town of Newmarket
Procurement Services Department
395 Mulock Drive, P.O. Box 328, STN Main
Newmarket, ON L3Y 4X7

T: (905) 953-5335
F: (905) 953-5137
<http://bids.newmarket.ca>

Revised ES Template: June 6th 2012

T2012-22
P.50.11.2012
CEDAR STREET INFRASTRUCTURE IMPROVEMENTS

SEALED BIDS, with the **submission label provided by the Owner affixed to your envelope**, shall be stamped and received by the Corporate Services – Legislative Services Department, 395 Mulock Drive, P.O. Box 328, (STN, MAIN), Newmarket, Ontario L3Y 4X7, no later than **3:00:00 p.m.** (15:00:00 hours) local time, on **Thursday September 6, 2012.**

If a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create an account and register for the bid opportunity at the Corporation of the Town of Newmarket's (the Owner) website at <http://bids.newmarket.ca> which will enable the Bidder to download the Bid Document and/or Addenda/Addendum. There is no cost to set up an account on the Owner's Bid Opportunities website.

Tuesday, August 28th 2012 at :00 m., is the Deadline for emailed written questions to the Procurement Representative.

Procurement Representative(s):

Louise Wilson, CPPB
Senior Buyer
Procurement Services Department
Corporate Services Commission
T: 905 953 5335, F: 905 953 5137
lwilson@newmarket.ca

The Corporation of the Town of Newmarket reserves the right to accept or reject all or part of any Bid, the right to accept other than the lowest Bid, and the right to cancel this Solicitation at any time without obligation.

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The following definitions apply to the interpretation of the Bid Documents;

1. **"Addenda or Addendum"** means such further additions, clarifications, deletions, modifications or other changes to any Bid Documents.
2. **"Additional Information"** means information provided by the Bidder in addition to the information called for in the Bid Documents, and includes an Alternative Bid.
3. **"Alternative Bid"** means a Bid submitted by a Bidder as an alternative to the Bid, and also includes a "Green Alternative Bid".
4. **"Bid"** means a tender, proposal or quotation submitted in response to a solicitation from the Owner.
5. **"Bid Deposit"** means a sum of money, a cheque or other acceptable cash alternative such as an irrevocable letter of credit or a guarantee that the Bidder will enter into a Contract with the Owner if the bid is accepted. The Bid Deposit may also be in the form of a Bid Bond issued by a surety and deposited with a procurement activity guaranteeing the Bidder will not withdraw for a specified period of time, will furnish Bonds or Letter of Credit as required, and will accept a Contract if awarded, or forfeit the Bid Deposit.
6. **"Bid Document"** means the Owner's solicitation document which may be in the form of an Informal Quick Bid (Request for Quotation (QB) or Request for Proposal (QBRFP)), Formal Request for Quotation (RFQ), Request for Tender (RFT), Request for Proposal (RFP) or Sale (S).
7. **"Bid Form"** means the Bid in the form prescribed by these Bid Documents and completed and submitted by a Bidder(s) in response to and in compliance with the Bid Documents and for the purpose of entering into the Contract with the Owner in the event of Award.
8. **"Bid Review Panel"** means two or more persons appointed pursuant to Procurement by-law # 2011-74, as amended, to review Bid Irregularities or other issues pertaining to a Bid.
9. **"Bid Irregularity"** means a deviation between the Owner's Solicitation requirements (Submission requirements, terms, conditions, specifications, special instructions) and the information provided in a Bid by a Bidder. All Bid Irregularities (except late bids that are automatically rejected), or challenges to the Bid process shall be referred to the Bid Review Panel. Schedule "B" Bid Irregularities of Procurement by-law # 2011-74, as amended, establishes the action that will be taken if an irregularity exists. For purposes of this definition, irregularities in a Proposal submitted in response to Request for Proposal (RFP) or Quick Bid Request for Proposal (QBRFP) are specifically addressed separately under Schedule "C" Proposal Irregularities of Procurement by-law # 2011-74, as amended, which establishes the action that will be taken if a Proposal Irregularity exists.
10. **"Bidder"** means the legal entity submitting a Bid. The definition shall also include any principal, director or officer of that Bidder, bidding directly for Owner contracts, or indirectly through another legal entity.
11. **"Black-Out Period"** means the period of time from the Bid closing up to and including the date that the contract has been awarded by the Owner.
12. **"Calendar Days"** means Monday through Friday and including Saturday and Sunday and any recognized Statutory holidays.
13. **"Closing Time and Date"** means the Time and Date specified on Page 1 of the Instructions to Bidders by which all Bids shall be received by the Owner.
14. **"Contract"** means the agreement in writing governing the performance of the Work which has been executed by the Owner and selected Bidder following acceptance by the Owner of the selected Bidder's Bid; a) An obligation, such as an accepted offer, between competent parties upon a legal consideration to do or abstain from doing some act. The essential elements of a contract are: an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent; legality of purpose; and sufficient certainty of terms; b) A legally binding promise, enforceable by law. c) An agreement between parties with binding legal and moral force, usually exchanging goods, service(s), sale of real or personal property or construction for money or other consideration.
15. **"Contract Drawings"** means the plans and drawings describing the Work.

16. **“Contractor”** means the selected Bidder to whom the Contract is awarded and undertaking the execution of the Work under the terms of the Contract. An individual or business having a contract with the Owner to furnish goods, service(s) or construction for agreed upon price. “Contractor” shall also include “Vendor”.
17. **“Council”** means the elected Council for the Corporation of the Town of Newmarket, or local boards.
18. **“Instructions to Bidders”** means this document comprised of the first page, the Definitions and Parts I to VIII, and any attached forms and schedules.
19. **“May”** mean the permissive in a contract clause or specification.
20. **“Owner”** means the Corporation of the Town of Newmarket.
21. **“Procurement Representative”** means the individual identified on Page 1 of the Instructions to Bidders who is the staff person assigned by the Owner serving as the sole contact person for Bidders for purposes of this Tender.
22. **“Responsible Bidder”** means a Bidder whose reputation, past performance, and business and financial capabilities are such that the Bidder would be judged by the Owner to be capable of satisfying the Owner’s needs for a specific Contract. A Bidder, as the context requires, that is fully capable to meet all the requirements of the Solicitation or other process and subsequent contract. Such Bidder shall possess the full capability, including financial and technical, satisfactory past performance, including a satisfactory Owner’s Contractor performance evaluation (where applicable) to perform as contractually required and shall be able to fully document the ability to provide good faith performance.
23. **“Responsive Bidder”** means a Bidder whose Bid does not vary from the specifications and terms set out in the Bid Document.
24. **“Shall”** means the imperative in contract clauses or specifications.
25. **“Solicitation”** means an invitation for Bids.
26. **“Subcontractor”** means a legal entity approved by the Owner undertaking the execution of a part of the Work pursuant to an agreement with the Bidder, and includes both “brokers” and “Subcontractors”.
27. **“Work”** means the Work to be undertaken by the Contractor pursuant to the provisions of the Contract.
28. **“Working Day”** means Monday through Friday inclusive by excluding Saturday and Sunday and any recognized statutory holiday.

Revision Date of Instruction to Bidders: 02/04/11

1. BID CLOSING TIME AND DATE

The Bid Form, sealed in an envelope with the submission label provided by the Owner affixed to the outside of the envelope, shall be received; time and date stamped, and be in the possession of the Corporate Services- Legislative Services Department no later than (15:00:00 hours) 3:00:00 p.m. local time, on the specified closing date

Bids received after the Closing Time and Date shall not be accepted. Such Bids shall be time and date stamped and returned to the Bidder unopened. Bid Forms submitted and received by facsimile or electronically shall not be accepted and shall result in the Bid being rejected.

The Closing Time and Date shall be determined by the Corporate Services-Legislative Services Department time clock.

2. ENQUIRIES

Bidders who have questions regarding the Solicitation or need to address any discrepancies, errors and/or omissions in the Bid Documents, or are in doubt as to the meaning of any part thereof, shall submit all inquiries in writing by email to the Procurement Representative no later than the submission deadline for written questions.

Verbal clarifications shall not be interpreted to change any of the term or conditions of the Bid Documents. Bidders shall only rely on information provided by the Owner in an addendum.

3. BLACK-OUT PERIOD

Any communication initiated by Bidders to elected officials or staff of the Owner other than to the Procurement staff for the period of time, from the Bid closing up to and including the date that the contract has been awarded by the Owner (the "Black-Out Period") may be grounds for disqualifying the offending Bidder from consideration for contract award.

4. LOBBYING PROHIBITED

If any director, officer, employee, agent or other representative of a Respondent or Bidder, including any other parties that may be involved in a joint venture, consortium or similar business relationship with the Respondent or Bidder, makes, from the time the Bid Documents are released, any representation or solicitation to any elected representative or employee or agent of the Owner including project consultants, or to the media, with respect to the Bidder's Bid, the Owner will be entitled to reject the Bid. This requirement does not extend to any public deputations.

5. ADDENDUM/ADDENDA

Addendum/Addenda, if required, shall be issued by the Procurement Representative and shall form part of the Bid Documents. Bidders shall acknowledge receipt of any addenda issued on Part VI of the Bid Form.

It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued by Procurement Services Department. Please check with the Procurement Services Department at 905-953-5335 or the Owner's Bid Opportunities website at <http://bids.newmarket.ca> for the number of addenda released up to the time and date of Bid

closing. If further clarification is required, contact the Procurement Services Department representative.

If a Bidder has already submitted its Bid prior to the issuance of an Addendum and the Bidder does not need to adjust its Bid in any manner as a result of the Addendum, the Bidder shall print, sign and send the Addendum Form in electronic form, prior to the Closing Time and Date, to the Procurement Representative by email.

Failure to acknowledge receipt of Addendum/Addenda issued may render a Bid non-compliant, as stated in the Bid Irregularities section.

6. BID PREPARATION AND SUBMISSION

- 6.1 Each Bid submitted shall be open for acceptance by the Owner until sixty (60) Calendar Days after the Closing Time and Date.
- 6.2 All Bids shall be in the format provided by the Owner in the Bid Documents.
- 6.3 All expenses involved with the preparation and submission of Bids to the Owner, or any work performed in connection therewith shall be borne by the Bidder. No payment shall be made for any Bids received, nor for any other effort required of, or made by, the Bidder prior to the commencement of the Work.
- 6.4 The Bid label supplied by the Owner should be affixed to the Bidder's submission envelope without any extra exterior covering.
- 6.5 The burden rests solely on Bidders to ensure that Bids are delivered to the Corporate Services – Legislative Services Department by the Closing Time and Date, in accordance with the submission process set out in these Bid Documents. Misdirected Bids or Bids received after the Closing Time and Date shall not be accepted and shall be returned unopened to the Bidder.
- 6.6 The Bid Form shall be signed in the space(s) provided by a duly authorized official of the Bidder. If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, he/she shall sign separately on each Bidders' behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.

7. BID DEPOSIT

All Bids shall be accompanied by a Bid Deposit in the amount of ten percent (10%) of the Sub Total Contract Price exclusive of all applicable taxes (i.e: HST) (refer to Bid Form).

The Bid Deposit stands as security for the execution and delivery of the Contract, and the provision of the required bonds, insurance and other documents required to be delivered by the selected Bidder upon execution and delivery of the Contract. If the selected Bidder fails to execute and deliver the Contract and/or or deliver the other required documents, the Bid Deposit shall be forfeited and retained and applied for use by the Owner.

The Bid Deposit shall be in one of the following forms and made payable to the Corporation of the Town of Newmarket;

- a) A Certified Cheque
- b) A Money order
- c) A Bank Draft

- d) A Bid Bond using CCDC 220, or the same format and content as in CCDC 220 or other form used by a Surety company, authorized by law to do business in the Province of Ontario, and acceptable to the Owner, or
- e) Letter of Credit in the approved form as attached in the Appendices.

The Bid Deposit shall remain valid and in effect for a period not less than sixty (60) Calendar Days from the Closing Time and Date.

All Bid Deposits, except those of the Bidders submitting the three lowest acceptable Bids, will be returned five (5) Working Days following the opening of Bids by the Owner.

The Bid Deposits of the 2nd and 3rd lowest acceptable Bids shall be held and then returned not later than ten (10) Working Days after execution of the Contract by the Owner.

8. UNDERTAKING TO PROVIDE A BOND OR LETTER OF CREDIT FORM

An Undertaking to provide a Bond or Letter of Credit Form shall be submitted with the Bidder's Bid. The Undertaking to provide a Bond or Letter of Credit Form provided by the Owner in the Bid Forms section **or** other form used by a Surety company or Canadian Chartered Bank, authorized by law to do business in the Province of Ontario, and acceptable to the Owner shall be submitted with your Bid.

The selected Bidder shall supply upon award:

- a) A Performance Bond for the due completion of the Work in accordance with the terms and conditions of the Contract, which bond shall be in an amount equal to 50% of the Sub Total Contract Price (excluding all applicable taxes) in the form of CCDC 221; and
- b) A Labour and Material Payment Bond, which Bond shall be in an amount equal to 50% of the Sub Total Contract Price (excluding all applicable taxes) in the form of CCDC 222.

OR

- c) An Irrevocable Letter of Credit as provided by the Owner in the Bid Forms section, issued by a Canadian chartered bank equal to 50% of the Sub Total Contract Price (excluding all applicable taxes).

The Bonds or Letter of Credit shall remain in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the Owner.

Bidders may submit a FACSIMILE COPY of an Undertaking to provide a Bond or Letter of Credit Form as part of the Bid. However, the signature(s) and seal of the issuing surety company or Canadian chartered bank shall be visible on the facsimile copy. The Bidder shall upon request of the Owner provide the original executed Undertaking form, within three (3) Working Days.

9. EXAMINATION OF THE PLACE OF THE WORK

Notwithstanding any drawings or specifications provided in the Bid Documents, Bidders are required to satisfy themselves by personal visitation and examination of each site for the Work the existing conditions which may be encountered on or adjacent to the site, including without limitation, all underground/overhead utilities locations, surface & sub-surface conditions, existing structures on or adjacent to the sites, access routes and other conditions which may affect performance of the Work.

Access to the Place of the Work will be provided during the site meeting (if applicable).

By submitting a Bid, the Bidder acknowledges and agrees that it has satisfied itself as to all the provisions of the Bid Documents and of all the conditions which may be encountered at the site or any other matter which may affect performance of the Work and no claims may be made by the selected Bidder, as Contractor, based on the assertion by the Bidder that it was uninformed as to any of the conditions affecting the site or the provisions or conditions intended to be covered by the Contract.

Bidders shall accept sole responsibility for any error or neglect on their part in respect to the foregoing. No claims shall be accepted by the Owner for any labour, equipment or material that may be required for the proper execution and completion of the Work, due to any failure to comply with the above.

The Bidder is not entitled to claim at any time after the submission of its Bid that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions. The Owner is not responsible for any misunderstandings on the part of the Bidder.

10. BRIBERY/FRAUD

Should any prospective Bidder or any of its agents give or offer any gratuity or to attempt to bribe any employee of the Owner, or to commit fraud, the Owner shall be at liberty to reject the Bid of such Bidder or Contract and to rely upon the surety submitted for compensation.

11. LITIGATION

The Owner shall not accept, award or extend any Contract to any Bidder or any other party (including any related or affiliated entities and any principal thereof) who is in unresolved litigation with the Corporation, subject to the following exceptions;

- a) Where there is only one Bidder and the C.A.O. has approved the award.
- b) In the case of an emergency purchase as outlined in the Owner's procurement by-law.
- c) Where there is a legal obligation on the part of the Owner to enter into the Contract.
- d) Where the proposed Contract is pursuant to an inter-municipal or cooperative agreement and where another public agency will be party to the Contract and has approved the award.

Furthermore, the Owner shall have the right to reject Bids which may have already been submitted, notwithstanding efforts by the Owner to screen the acceptance of Bids from parties engaged in unresolved litigation with the Owner.

12. BIDDER'S STATEMENT OF UNDERSTANDING

By submitting a Bid, it is understood and accepted by each Bidder that the Bidder has carefully examined all of the Bid Documents and has carefully examined the Work to be performed under the Contract if awarded. The Bidder offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and any other materials to complete the Work in strict accordance with the Bid Documents for the prices set forth in the Bid.

13. ERRORS AND OMISSIONS

The Owner shall not be held liable for any errors or omissions in any part of this Solicitation. While the Owner has used considerable effort to ensure an accurate representation of information in this Solicitation, the information contained in the Bid Documents is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by

the Owner, nor is it necessarily comprehensive or exhaustive. Nothing in the Bid Documents is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Bid Documents.

14. SCHEDULE OF ITEMS AND UNIT PRICES

The Bidder understands and accepts that the quantities shown in the Bid Documents are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required.

15. REPORTING

The Selected Contractor may be required to submit a contract utilization report. These reports may be requested monthly, quarterly or annually and must be submitted to the Procurement Representative within 5 business days of the request.

16. CONFLICT OF INTEREST

Each Bidder, in their Bid, shall declare on a separate sheet of paper, all conflicts of interest or any situation that may be reasonably perceived as a conflict of interest that exists now or may exist in the future. Failure to comply with this requirement may render the Bid non-compliant and shall cause the Bid to be rejected. The Owner reserves the right to disqualify from further consideration Bids which in the Owner's opinion demonstrate a conflict of interest.

Any actual or potential situation that may be interpreted as either a conflict of interest or a potential conflict of interest arising during the Term of Contract must be reported immediately to the Owner's project manager. In the event of any conflict of interest or potential conflict of interest, the selected Bidder shall abide by the Town of Newmarket's employee code of conduct, by-law 2007-43, at www.newmarket.ca/employeecodeofconduct and in particular Part IV thereof, as amended. Any failure to advise the Owner may result in termination of the Contract by the Owner.

17. CONFIDENTIALITY

Bidders shall not at any time before, during or after completion of the project, divulge any confidential information communicated to or acquired by the Bidder or disclosed by the Owner in the course of the Solicitation and while carrying out the project.

The selected Bidder further acknowledges that all reports, data, documents, materials and information of any kind whatsoever prepared in the course of carrying out this project are the sole and exclusive property of the Owner and shall not be disclosed or released to any person or organization without the prior written consent of the Owner. Any breach of this requirement for confidentiality may result in the Contract being terminated and may also result in damages being assessed and applied against any amounts owing to the selected Bidder under the Contract.

18. TAXES

Bidders shall submit Bid prices (including unit pricing) **exclusive** of all applicable taxes.

In addition to the H.S.T. Registration number, the Vendor shall state the amount of H.S.T. separately on all invoices.

Changes to Government Taxes

Where a change in Canadian Federal or Provincial Taxes occurs after the Bid Closing date for this contract, and this change could not have been anticipated at the time of bidding, the municipality shall increase or decrease contract payments to account for the exact amount of change involved.

19. LEGISLATION AND REGULATIONS

The Bidder shall comply with all legislation and regulations in force until completion of the Work including environmental legislations. If the legislations change after the award of the Contract, any resulting increase in cost shall be borne by the Owner.

20. INSURANCE

The Contractor upon award of the Contract shall at its own expense obtain and maintain Insurance until the termination of the Contract, with insurers acceptable to the Owner, the following insurance, and provide evidence thereof:

(a) Comprehensive general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) and shall include the Owner, the Corporation of the Town of Newmarket, as an Additional Insured with respect to the Contractor's operations, acts and omissions relating to its obligations under the Contract, such policy to include, but not be limited to, non-owned automobile liability; bodily injury including death, personal injury; broad form property damage including loss of use thereof; contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, cross liability and severability of interest clauses. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

If applicable coverage shall also include:

- i) Sudden & Accidental Pollution, 120 Hour Reporting;
- ii) Shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunnelling and grading;
- iii) Demolition of Buildings or removal of property;

(b) Standard OAP 1 Automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000) on the Owners form meeting statutory requirements covering all licensed vehicles owned, operated or leased by the Contractor and used in any manner in connection with the performance of the terms of the Contract. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

(c) If required by the Owner, Professional liability insurance in an amount not less than ____ Million Dollars (\$__ ,000,000) per claim covering losses arising out of an insurable error or omission in the rendering of, or failure to render, professional services in connection with the Contract. If requested confirmation of Professional Liability insurance is to be provided on the Primary Insurers form. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

(d) If required by Owner the Contractor shall provide "Broad Form" (all risk) covering Construction Equipment used by the Contractor for the performance of the Work including costs to cleanup and restore property damaged by sudden and accidental escape of pollutants and shall be in a form acceptable to the Owner and shall not allow subrogation claims by the Insurer against the Owner. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

(e) If required by Owner the Contractor shall provide and maintain Contractors Pollution Liability during the term of the contract subject to limits of not less than ____ Million (\$____,000,000) inclusive per claim and shall include coverage for but not limited to, bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall remain in force for twelve (12) months following completion of work. The Owner shall be named as an additional insured. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

(f) if required by the Owner the Contractor shall provide and maintain during the term of the contract "Broad Form" Property Insurance for all property in the care, custody or control of the Contractor. The policy shall not allow subrogation claims by the Insurer against the Owner. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

(g) if required by the Owner the Contractor shall provide and maintain during the term of the contract Boiler & Machinery Insurance and shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects. Coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

The Contractor shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.

The policies shown above shall be endorsed to provide the Owner with not less than thirty (30) days written notice of cancellation, change or amendment restricting coverage. However, if for any reason the insurer, on behalf of the Contractor, cannot endorse their policies to provide the Owner with not less than thirty (30) days written notice of change or amendment restricting coverage, the responsibility thereof shall automatically transfer to the Contractor and becomes the Contractor's strict obligation to deliver to the Owner by registered mail with not less than thirty (30) days written notice of change or amendment restricting coverage.

The Contractor shall not commence work under the Contract until such time as evidence of insurance on the Owner's standard certificate attached in the Appendices has been filed with and approved by the Owner. The Contractor shall provide evidence of the continuance of this insurance at each policy renewal date, or notice if the policies have been amended, or extended all or any part of the insurance, for the duration of the contract. If required by the Owner, the Contractor shall provide certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the work.

If the Contractors fails to maintain insurance as required by the Contract the Owner shall have the right to provide and maintain such insurance and give evidence to the Contractor. The Contractor shall pay the cost thereof to Owner on demand or the Owner may deduct the cost from the amount which is due to or may become due to the Contractor.

The Owner reserves the right to request such higher limits of insurance or other types of policies appropriate to work as the Owner may reasonably require.

All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario and shall be in a form acceptable to the Owner.

All policies shall apply as primary and not as excess of any insurance available to the Owner.

20.1 Additional Insurance Coverage

Required X Not Required

In addition to the **Corporation of the Town of Newmarket** the Bidder shall name as co-insured the **Regional Municipality of York, R.V. Anderson Associates Limited and Soil Engineers Ltd.**

21. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The selected Bidder shall be in good standing with the Workplace Safety and Insurance Board and shall furnish the Owner with satisfactory evidence, in the form of a valid WSIB Clearance Certificate upon award (prior to commencement of the Work) and at any other time during the Contract at the Owners request.

If the selected Bidder is a Sole Proprietor, an Independent Operators Ruling is required upon award. The selected Bidder shall download the correct Form that corresponds to the classification of Work for which this Bid is the subject at the Workplace Safety and Insurance Board site: <http://www.wsib.on.ca/wsib/wsibsite.nsf/Public/FormsEmployers> and submit the completed form to WSIB to receive the Independent Operators Ruling. The WSIB Ruling must be submitted to the Owner prior to commencement of the Work.

22. OWNERSHIP AND COPYRIGHT

All materials and information prepared, conceived or produced and delivered to the Owner in the preparation of the Bid and the negotiation and performance of any agreement by the Bidder shall be the sole property of the Owner.

The Bidder shall, at their own expense, defend all claims, actions or proceedings against the Owner based on any allegations that the Bidder or any Work or any part of the Work arising therefrom constitutes any infringement of any patent, copyright or other proprietary right, and shall pay to the Owner all cost, damages, charges and expenses, including its lawyers' fees on a substantial indemnity basis occasioned to the Owner by reason thereof.

The Bidder shall pay all royalties and patent license fees required for the Work provided.

If the Bidder or any Work or any part thereof becomes the subject of any action or proceeding held to constitute an infringement, the Bidder shall forthwith either secure for the Owner the right to continue using the Work or shall at the Bidder's expense, replace the infringing items with non-infringing Work or modify them so that the Work no longer infringes.

The above refers only to the successful Vendor's own contributions to the project.

23. SUBCONTRACTORS

23.1 Bidders shall submit a list of their Subcontractors containing the names of all of the Subcontractors which the Bidder shall use to perform work under the Contract and the division or section of Contract work to be completed by each Subcontractor, using Schedule II to the Instructions to Bidders.

23.2 Bidders shall ensure that all Subcontractors selected and named have experience in the Subcontract work described, have submitted their Subcontract prices in strict accordance

with the Bid Documents, and that they shall execute their work with competence and within the required time frame.

- 23.3 Bidders shall ensure that all Subcontractors submitting bids shall be actively engaged in work of the type described and shall be able to show proof upon request by the Owner of previous work of similar nature performed by them.
- 23.4 Bidders shall not show "Own Forces" in their list of Subcontractors, except where the Bidder's intent is to employ the Bidder's own qualified on-staff personnel to perform such work.
- 23.5 Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.
- 23.6 Bidders shall list in their list of Subcontractors, all of the Subcontractors who shall perform work under the Contract.
- 23.7 No names, either of Subcontractors or "Own Forces" may be changed after submission of the list of the Subcontractors unless prior written approval is received from the Owner. Such approval shall only be considered after receipt by the Owner of a written request for the change by the Bidder with a full explanation of the reasons for the requested change and a letter from the previously named Subcontractor agreeing to withdraw its bid with no consequences to the Owner.
- 23.8 The Owner reserves the right to reject a Subcontractor for reasonable cause. Upon such rejection, the Bidder shall be required to propose an alternate Subcontractor without resulting change to the Bid.

24. NON-RESIDENT CONTRACTOR

If the Contractor is non-resident in Ontario or Canada:

- a) it shall obtain from the Retail Sales Tax Branch a certificate showing that the Contractor has registered with the Retail Sales Tax Branch and shall submit such certificate to the Owner at the same time that it furnishes the Bonds; and
- b) it shall not commence the Work or order any materials or equipment for the Contract until it has registered with the Retail Sales Tax Branch; and
- c) it shall obtain all necessary approvals, consents, permits, licences, certificates, registrations and other authorizations prior to execution of the Contract.

20. NON-RESIDENT SUBCONTRACTOR

The Contractor shall ensure that all Subcontractors whom it proposes to use for carrying out any of the Work and who are non-resident in Ontario or Canada have:

- a) registered with and have complied with the requirements of the Retail Sales Tax Branch before they commence any such Work; and
- b) obtained all necessary approvals, consents, permits, licences, certificates, registrations and other authorizations prior to execution of the subcontract.

25. PROVISIONAL ITEMS AND QUANTITIES

Items listed in the Bid Form as "Provisional Items", may or may not be required for completion of the Work called for under the Contract. The necessity and/or actual quantities of these items shall be determined by the Owner as the Work progresses. Should any of these items be

required, the Vendor shall be compensated on the basis of the unit prices(s) quoted. In the event that any or all of these items are found not to be required, the Vendor may not claim extra payment for loss of anticipated profits.

Bidders acknowledge and accept, by way of submitting a bid, that the Owner's award of this contract shall be based on the "SUB TOTAL CONTRACT PRICE", as set out in Schedule I Items and Unit Prices, including any and all Provisional Prices. The Owner may, in its sole and absolute discretion, include or delete any or all Provisional Price(s) in the final contract price.

26. "GREEN" PROCUREMENT POLICY

To contribute to the reduction of waste, toxic or harmful emissions and substances and to increase the development and awareness of environmentally responsible procurement, the Bidder may submit one or more Green Alternative Bids; provided the green alternative Bid meets the Owner's minimum specifications guidelines and is submitted under the Alternative Bid section.

The Owner shall be the sole judge in determining if a Green Alternative Bid is acceptable

27. ALTERNATIVE BIDS

The Bidder may submit either, in addition to their Bid, or separately, one or more Alternative Bids; provided the Alternative Bid meets the Owner's minimum specifications guideline.

Any Alternative Bid shall be submitted in a separate envelope prior to the Closing Time and Date and shall be prepared and submitted as per the Preparation and Submission section in the Instructions to Bidders. In addition, the Bidder shall clearly mark on the submission label, the words "ALTERNATIVE BID" or "GREEN ALTERNATIVE BID."

The Owner shall be the sole judge in determining if an Alternative Bid is acceptable

28. WITHDRAWAL OF BIDS

28.1 Adjustments to Bids Prior to Closing Time and Date

Adjustments by telephone, email, facsimile transmission ("fax") or letter to a Bid already submitted shall not be considered by the Owner.

28.2 Withdrawal of Bids Prior to Closing Time and Date

A Bidder may request that its Bid be withdrawn prior to the Closing Time and Date. A Bidder who desires to make adjustments to a Bid already submitted may withdraw the Bid and replace it with a new Bid Submission prior to the specified Closing Time and Date. Withdrawal requests shall be directed to the Procurement Representative by email. Telephone requests shall not be considered.

28.3 Withdrawal of Bids during Bid Opening

In some instances, multiple bids for various projects are received by the Owner and opened on the same day. If a Bidder has submitted Bids for several projects opening on the same day, and its Bid is the lowest on a particular project, the Bidder may withdraw any of its remaining Bids for other projects, provided the Bids for the other projects have not yet been opened by the Owner.

An unopened Bid may only be withdrawn by the lowest Bidder at the conclusion of the reading out of the Bid results of a Solicitation, prior to the commencement of the opening of the bids in relation to the next Solicitation.

Bids withdrawn under this procedure **shall not** be reinstated under any circumstances.

If more than one Bid is submitted under the same Bidder name for the Solicitation and no withdrawal notice has been received, the Bid contained in the envelope bearing the latest Time and Date shall be considered the intended Bid and shall be read out. The first Bid received shall be considered withdrawn and returned to the Bidder.

29. BID OPENING

29.1 Bid Opening

Bids shall be opened after the Closing Time and Date. Only the Bidder's name and the unofficial Sub Total Price shall be read out at the Bid Opening.

29.2 Action on "Unknown" Bids at Bid Opening

Bids which do not have the BID NUMBER/PROJECT DESCRIPTION on the envelope provided by the Owner shall be opened and placed with the appropriate Bids.

29.3 Additional Information

Bidders will place Additional Information (i.e. documents other than what is required to be submitted with the Bid) in a separate envelope/or package marked, "ADDITIONAL INFORMATION" attached to the outside of the Bid envelope. The Additional Information submitted in the manner described above may or may not be taken into account by the Owner during the evaluation of the Bids. The Additional Information envelope/package will not be opened in public.

30. UNOFFICIAL BID RESULTS

Unofficial Bid results are available the next working day and may be viewed at <http://bids.newmarket.ca>. Bidders are advised that all Bids received are unofficial until they have been reviewed by the Procurement Representative and, if necessary, considered by the Owner's Bid Review Panel.

31. CHECKING OF BIDS

31.1 Bids opened are checked by the Procurement Representative and Consultant (if applicable) to ensure that:

- i. The required Bid Deposit and Undertaking to Bond or Alternative Form are properly executed and satisfy the requirements of the Bid Documents.
- ii. Bids comply with the Bid Documents, and that all items as specified have been bid on and all Bid Forms are completed, unless part Bids are permitted under the Solicitation. Any Bid Irregularities shall be dealt in the manner described in the Bid Documents.
- iii. All mathematical extension calculations are correct. Where there is an obvious error in the extended price the unit price stipulated shall govern and shall be calculated accordingly with the estimate quantity.

In any of the above circumstances where there are obvious or patent errors in the expression of prices or amounts, such as misplaced decimals, the Owner may take into account what appeared to be the intent of the Bidder and make appropriate adjustments accordingly.

32. BID IRREGULARITIES

Bid Irregularities shall be dealt with as follows:

ITEM #	DESCRIPTION	ACTION
1.	Late Bid	Automatic rejection
2.	Bid submitted in other than the original Bid Form format.	Automatic rejection
3.	Bid completed in other than ink or a typed format; Bid not legible.	Automatic rejection
4.	Bid Form not signed.	Automatic rejection
5.	Incomplete Bid.	Automatic rejection, unless: (i) it is stated in the Bid Document that partial Bids are acceptable, and the Bid is complete in respect of the portion of the scope of work or deliverable(s) bid upon; or (ii) in the opinion of the Bid Review Panel, the omission is of a minor nature and is upon request by the Owner, remedied by the Bidder, within three (3) Working Days or the Bid shall be rejected. Incomplete pricing that makes up the Sub Total Contract Amount shall not be considered minor in nature and the Bid shall be rejected. Failure to submit a Schedule of the List of Subcontractors (when required) shall not be considered minor in nature and the Bid shall be rejected.
6.	All Addendum(s) not acknowledged or enclosed in the Bidder's Bid (if issued).	Automatic rejection, unless the relevant addendum issued is solely for the purpose of revising a closing date and/or time and the Bid is received in accordance with revised date and/or time.
7.	Bid submitted by a Bidder who is in unresolved litigation with the Owner.	Automatic rejection – (subject to the exceptions stated in the Owner's procurement by-law).
8.	Alterations, additions, deletions or qualifying statements (referred to as a "variation") made to or provided with the Bid Form.	Automatic rejection, unless in the opinion of the Bid Review Panel, such variation is considered to be immaterial to the Owner.

9.	Strikeouts, erasures, whiteouts or overwrites made to the Bid Form, not initialled by an authorized person.	Automatic rejection, unless in the opinion of the Bid Review Panel, the failure to initial is minor in nature and is capable of being remedied. Upon request of the Owner, the Bidder shall be given three (3) Working Days to initial, or the Bid shall be rejected, or, alternatively, the failure to initial is otherwise immaterial to the Owner. <i>Un-initialled alterations to pricing information shall be dealt with in accordance with paragraphs 10 to 12 below.</i>
10.	Mathematical errors which are not consistent with the Unit Price; Mathematical errors such as tax calculation errors.	Upon request of the Owner, Bidders shall accept and initial corrections made by the Manager, Procurement Services, or requisitioning department and/or consultant within three (3) Working Days or the Bid shall be rejected.
11.	Unit Price in the Schedule of Prices which has been changed but not initialed and the Unit Price extension is consistent with the Unit Price as amended.	Upon request of the Owner, Bidders shall initial within three (3) Working Days or the Bid shall be rejected.
12.	Unit Price in the Schedule of Prices which has been changed but not initialed and the Unit Price extension is not consistent with the Unit Price as amended.	Automatic rejection.
13.	Bid Deposit (if requested) not submitted with the Bidder's Bid.	Automatic rejection.
14.	Bid Deposit (if requested) – Insufficient funds.	Upon request of the Owner, the Bidder shall be given three (3) Working Days to provide the correct amount to the Owner or the Bid shall be rejected.
15.	Undertaking to provide a Bond or Letter of Credit Form (if requested) not submitted with the Bid.	Automatic rejection, unless a fax copy of the Undertaking to provide Bond or Letter of Credit Form is submitted with the Bid. Upon request by the Owner, three (3) Working Days shall be given to the Bidder to submit the original Undertaking to provide a Bond or Letter of Credit Form to the Owner or the Bid shall be rejected.

16.	Undertaking to provide a Bond or Letter of Credit Form (if requested) submitted on a form or in a format not acceptable to the Owner.	Upon request of the Owner, three (3) Working Days shall be given to submit an acceptable Undertaking to provide a Bond or Letter of Credit Form to the Owner or the Bid shall be rejected.
17.	Bidder did not attend the mandatory site meeting.	Automatic rejection
18.	Other Bid Irregularities.	Referred to the Bid Review Panel for review, consideration, and determination.

All Bid Irregularities (except late bids that were automatically rejected) shall be forwarded to the Bid Review Panel for review, consideration, and determination in accordance with Section 8 – Bid Review Panel of Procurement by-law # 2011-74, as amended.

Where, at the request of the Owner, a Bidder has been given three (3) Working Days to correct an irregularity, should the Bidder fail to make the correction within that time period, then the Bidder shall be deemed to be in default and the Bid shall be rejected and the Bidder's Bid Deposit (where applicable) shall be forfeited, retained and applied for use by the Owner.

33. CONSIDERATION OF AWARD

33.1 Consideration of selected Bidder for Award

In evaluating Bids received, the Owner is entitled to accept the Bid the Owner deems the most favourable to the interests of the Owner or that may provide the greatest value advantage and benefit to the Owner based upon but not limited to the following criteria;

- a) price
- b) ability (safety record)
- c) lead times
- d) quality of Work and/or Product, (guarantees, warranties, etc)
- e) service (service depot location)
- f) past experience
- g) past performance of bidders and their subcontractors.
- h) Contractors evaluation
- i) completion history (including extended completion dates)
- j) qualification
- k) alternative Bid and/or a Green Alternative Bid
- l) Meet Owners Specifications

Contract award shall be communicated by written notification from the Owner to the selected Bidder, if any. The decision of the Owner is final.

All Awards are subject to the approval of Department Head, C.A.O., Committee and/or Council (if applicable) and the availability of funds.

33.2 Owner's Additional Considerations:

The Owner reserves the right to consider, during the evaluation of Bids:

- i. Information provided in the Bid itself;
- ii. Information provided through clarification with a Bidder;
- iii. Information provided in response to enquiries of credit, experience and industry references set out in the Bid;
- iv. Information received in response to enquiries made by the Owner of third parties, apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder;
- v. The manner in which the Bidder provides services to others;
- vi. The experience and qualification of the Bidder's senior management, and project management;
- vii. The compliance of the Bidder with the Owner's requirements and specifications;
- viii. Safety records. Bidders with poor safety records shall not be considered for award.
- ix. Staff or sub consultant qualifications and experience.
- x. Equipment of the Bidder.
- xi. Bidders determined not to be responsible (i.e. not fully capable to meet all of the requirements of the Bid including but not limited to; financial and technical) shall not be considered for award.

The Bidder acknowledges and agrees that the Owner may rely upon such criteria as the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder through the Bid Documents.

33.3 Verification of Safety Performance

Bidders for consideration of possible Contract award shall be required to submit a recent copy of their NEER or CAD-7 Statement upon request.

33.4 Bidder Profile

A Bidder shall submit, in addition to any information required to be included in a Bid Form submission, if requested, evidence of experience, ability, quality of Work, service, past experience, and qualifications necessary to meet satisfactorily the requirements set forth or implied in the Bid Documents.

33.5 Approvals

The Bidders acknowledge that the Work, or portions thereof, are subject to the procurement and issuance of certain permits, authorizations, licenses, easements and other approvals (the "Approvals") as may be required from third parties, including applicable government agencies, under applicable laws, statutes & regulations in order to commence and perform the Work. In the event, and to the extent, any such Approvals are

not issued in order to permit commencement or performance of the Work, the Owner reserves the right to either:

- i. Not award the Contract and cancel the Solicitation; or
- ii. Award the Contract in whole or in part, subject to the right of the Owner to cancel all or part of the Contract at any time after award in the event any required Approvals cannot be obtained; or
- iii. Delay the consideration of the award of the Contract until such time as the required Approvals have been obtained.

34. OWNER 'S RIGHTS AND PRIVILEGES

34.1 The Owner hereby reserves the right, privilege, entitlement and absolute discretion, for any reason whatsoever, to:

- i. Award to the lowest responsive and responsible bidder,
- ii. accept a Bid which is not the lowest submitted Bid, or reject a Bid that is the lowest Bid even if it is the only Bid received;
- iii. cancel this Solicitation at any time, either before or after the Closing Time and Date;
- iv. accept or reject any and all Bids, whether in whole or in part, and award any part of any Bid;
- v. award the Contract in its entirety or in part, to one or more Bidders, in accordance with the Bid Documents, where more than one primary Contractor is provided for;
- vi. subject to Instructions to Bidders, "Bid Irregularities", accept any unbalanced, irregular, or informal Bids, or waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies or any other forms of non-compliance with the Bid Documents in relation to any Bid Form or Bid;
- vii. seek clarification from any Bidder with respect to a Bid after the Closing Time and Date without becoming obligated to seek clarification of any other Bid;
- viii. reject any Bidder who is involved in litigation with the Owner; or
- ix. reject any Bidder who was a Consulting firm involved in preparing or assisting in developing the scope of Work and/or specifications for the project which is the subject of the Contract.

34.2 By submitting a Bid, the Bidder acknowledges and accepts the Owner 's rights and Privileges, under this Section and, subject to paragraph below, absolutely waives and releases any right, or cause of action against the Owner and its consultants, by reason of the Owner 's failure to accept or reject the Bid submitted by the Bidder, or the acceptance or rejection of any other Bid, or the manner in which this Tender was conducted, whether such right or cause of action arises in contract, negligence, or otherwise.

34.3 Without limiting the generality of the above paragraph, by submitting a Bid, the Bidder further acknowledges and agrees that the limit of the Owner's liability and the liability of its consultants to the Bidder for damages of any kind whatsoever arising out of the Solicitation, including, but not limited to, the costs of preparing a Bid, damages for lost opportunity, and damages for lost profits or overhead, arising from, contributed by or

related to any act or omission of the Owner or its consultants of any kind whatsoever in the course of the Solicitation, including, without limitation, in the manner in which the Solicitation was conducted or any award of Contract that was made, is the lesser of:

- i. the demonstrable cost to the Bidder of preparing its Bid; and
- ii. \$50,000.00.

35. EXECUTION OF AGREEMENT

The selected Bidder, if any, shall sign the Contract agreement in the presence of the Procurement Representative, in quadruplicate (4), within ten (10) Calendar Days of written notification of acceptance (prior to the commencement of any Work).

Should the selected Bidder either attempt to withdraw its Bid or fail to or refuse to execute the Contract and/or provide the necessary documentation within the time specified, the selected Bidders' Bid Deposit shall be forfeited and retained and applied for use by the Owner.

The following documents, as listed, shall be submitted by the selected Bidder prior to or at the time of signing the Contract;

- i. Owners Standard Insurance Certificate Form (Attached in Appendices).
- ii. The Performance Bond and Labour and Material Payment Bond or a Letter of Credit.
- iii. A current copy of the Workplace Safety and Insurance Certificate of Clearance;
- iv. The Bidder's Health and Safety Policy;
- v. The Work Schedule; and
- vi. The Notice of Project filed with the Ministry of Labour.

The Vendor shall provide a performance bond in the format of CCDC 221 or the most recent Ontario Provincial Standard Form, and/or a labour and material payment bond in the format of CCDC222 or the most recent Ontario Provincial Standard Form or an Irrevocable Letter of Credit as provided by the Owner in the Bid Forms section, issued by a Canadian chartered bank.

The Bond or Letter of Credit shall be kept in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the Owner.

36. PURCHASE ORDER

The Work to be performed under the Contract shall not commence until the Contract has been executed by the selected Bidder and the Owner and all of the required documents have been submitted to the Procurement Services Department. Payment for work satisfactorily performed in the opinion of the Owner is Net Thirty (30) days.

For payment purposes a Purchase Order may be generated and issued to the Contractor. The terms and conditions of the Contract supersede those of any Purchase Order issued.

An alternate payment option, via the Owner's Corporate Purchasing Card (PCard), may be available to the Contractor at the sole discretion of the Owner, based upon considerations which include, but may not be limited to, its practical application given the commodities or services purchased and the terms and conditions of the Contract.

37. CANCELLATION

- i. In the event the selected Contractor does not comply with the specifications, terms and conditions, and scope of the Contract, at any time throughout the duration of the Contract, the Contract shall be cancelled in accordance with the terms contained herein.
- ii. The Contract may be cancelled by the Owner upon non-performance of Contract terms; however, in doing so, the Owner does not waive its right to rely upon any obligations or commitments agreed to by the Contractor as part of their Contractor document submission, including without limiting the generality of the foregoing, liability for the difference between the lowest and next acceptable Contractor document submission.
- iii. Where there is a question of non-performance, payment in whole or in part may be withheld at the discretion of the Owner. Payment for any Goods/Services received up to the date of cancellation shall be made, provided that such Good/Services are satisfactory to the Owner, sole discretion of the Owner.
- iv. If the Work/Service is incomplete the Owner reserves the right to draw from the Contract surety to complete the said Work/Service to the Owner's specifications.

35.1 Eligibility to Bid

The Owner reserves the right to remove from future eligibility to submit Bid to the Owner any Contractor that is in breach of its obligations.

38. EVALUATION OF PERFORMANCE

Please be advised that all firms undertaking assignments for the Owner may be subject to a performance evaluation during the course of, and/or at the conclusion of the assignment.

39. SET OFF CLAUSE

The Contractor hereby agrees that any monies owing to the Owner may at any time be set-off against but not limited to, any property taxes (or any penalties and/or interest thereon) owing at the time such monies become due and payable to the Contractor.

40. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owner, its officers, Council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Owner and against all losses, liabilities, judgements, claims, suits, demands or expenses which the Owner may sustain, suffer or be put to resulting from or arising out of the selected Contractor's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any Work or service required hereunder to be performed or rendered by the Contractor, its agents, officials and employees, or any damage or injury caused to any third party by reason of or arising out of any breach, violation or non-performance of any provision of the Agreement by the Contractor, its agents, officials and employees. This indemnification shall include any legal costs incurred by the Owner on a substantial indemnity

basis, including those incurred to defend any criminal prosecutions against the Owner resulting from the actions of the selected Contractor.

41. NON-ASSIGNMENT

This assignment may not be assigned by the Vendor without the prior written consent of the Owner. Such written consent, however, shall not under any circumstances relieve the Vendor of his/her liabilities and obligations under this Contract, and shall be within the sole and unfettered discretion of the Owner and may be unreasonably withheld.

42. DISPUTES

In all cases of misunderstanding and disputes, verbal arrangements shall not be considered. The Vendor shall produce written authority in support of its contentions and shall advance no claim in the absence of such written authority, or use, or attempt to use any conversation with any parties against the Owner or in prosecuting any claim against the Owner.

43. INSPECTION AND TESTING

- 43.1 The inspection of all Bid items shall be carried out by the Owner or the Owner's consultant to determine whether or not they meet the requirements of the Bid Document.
- 43.2 Any material or workmanship which fails in any way to meet the terms of the Bid Document is subject to rejection or to be purchased on an adjusted price basis. The decision of the Owner shall be final.
- 43.3 All cost associated with the inspection or testing of any service/material that does not meet the Owner's specification, shall be charged to the Vendor.
- 43.4 The Vendor shall give 24 hour notice of any operation that shall require either inspection or measurements by the Owner.

44. EMERGENCY TELEPHONE NUMBER

Prior to commencing, the Work, the Vendor shall provide the Owner with the name(s) and telephone number(s) of his/her representative(s) who can be contacted on a 24-hour basis in case of an emergency during the term of the Contract.

45. IDENTIFICATION AND UNIFORM

If working at a Town facility, all representatives of the Contractor or Consultant are required to sign in at reception, upon arrival at the Owner's facilities and obtain and wear a Visitor identification Card at all times while at the Owner's facilities. Upon leaving, the Representative shall sign out at reception and return the Visitor identification Card. Tradesmen (service personnel) shall in addition to the above, wear a company uniform with a nameplate identifying the name of their employer.

46. MEETINGS

The Vendor's representative(s), as requested by the Owner, shall attend all meetings required for the services.

The Vendor's representative(s) attending meetings shall be thoroughly versed and knowledgeable with respect to the proposed topics of discussion and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings.

47. DEFECTIVE OR UNSUITABLE

Items purchased in this document which are later found to be defective or unsuitable for their intended use shall be returned to the Vendor forthwith, whether the material(s) are on the job site or held in inventory. Such products shall be subject to replacement or 100% refund of purchase price, at the Owner's discretion, and shall not be subject to any re-stocking charges.

48. REJECTED COMMODITIES

Upon rejection of commodity(s) the same shall be removed by the Vendor from the premises of the Owner within five (5) days after notification unless public health and safety require immediate destruction or other disposal or such rejected commodities in which case the Owner may take such actions as it deems necessary. Rejected items left longer than five (5) days shall be considered as abandoned and the Owner shall have the right to dispose of them as its own property.

49. DELIVERY SCHEDULE

Time is of the essence for the delivery or provision of the goods and services or either of them requested herein. The delivery date shall be adhered to, as the Owner is relying on that date for their part of its operations. Failure to comply with the time schedule herein, in providing the goods and services may result in the Owner taking further action to obtain an alternative Supply, in which event the cost incurred shall be charged to the selected Vendor. If such cost is not paid by the selected Vendor, it shall be deducted from the balance of the purchase price owing. Where it is not possible to obtain the goods and services on or before the date of delivery, the Owner shall charge back to the selected Vendor the difference in cost between the price submission and the acquisition cost of the alternative goods and services.

50. F.O.B. POINT

The F.O.B. point shall be the destination as indicated on the purchase order.

Where materials are specified in the Bid Document, Vendor shall not ship materials without approval by the Owner. Once Contract is awarded, the Owner shall provide a release schedule to the Vendor, advising when materials are required. There is no delivery dock at 395 Mulock Drive, P.O. Box 328, (STN MAIN), Newmarket, Ontario, L3Y 4X7.

51. PERSONAL PROPERTY SECURITY ACT

The Vendor warrants that the goods/inventory/equipment being supplied to the Owner, are free and clear of all liens, charges, encumbrances, mortgages, hypothecations, or any third party statutory claims.

52. DAMAGE CLAIMS

The Bidder shall protect the Work, the Owner's property, and any surrounding private property from damage, and shall be responsible for any damage, which may arise as the result of his operations under the Contract

53. COMPLETION DATE AND LIQUIDATED DAMAGES

This Contract shall be completed within the number of Working Days, or by the completion date, indicated in the Bid Form.

If the time limit is not sufficient to permit completion of the Work by the Contractor working a reasonable number of hours each day or week on a single shift basis, it is expected that additional shifts shall be required throughout the life of the Contract to the extent deemed

necessary by the Contractor to insure the Work shall be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions shall be considered to be included in the prices Bid for the various items of Work and no additional compensation shall be allowed.

Working time shall be charged until the date of acceptance of the Work by the Corporation, at which time all Work required in the Contract, including all final clean-up and trimming shall be completed.

It is agreed by the parties to the Contract that in case all the Work called for under the Contractor is not finished or completed within the number of Working Days or the completion date as set forth in the Form of Bid, damage shall be sustained by the Corporation and that it is and shall be impracticable and extremely difficult to ascertain and determine the actual damage which the Corporation shall sustain in the event of and by any reason of such delay and the parties hereto agree that the Contractor shall pay to the Corporation the sum of One Thousand Dollars (\$1000.00) for liquidated damages for each calendar day's delay in finishing the Work in excess of the number of Working Days or the completion date prescribed and it is agreed that this amount is an estimate of the actual damage to the Corporation which shall accrue during the period in excess of the prescribed completion date or the number of Working Days.

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

Extension of Contract time may be considered by the Contract in accordance with the provisions of Section GC 3.06 of the General Conditions of Contract.

54. PAYMENT OF WORKERS

The Contractor shall pay or cause to be paid weekly/biweekly to every Worker employed in the execution of this Contract, wages at not less than the following rates:

54.1 For Workers employed in the execution of this Contract, who are in contractual relationship with a union, the minimum rate of wages shall be the union rate of wages in the particular district or locality in which the Work is undertaken.

For Workers employed in the execution of this Contract, who are not in contractual relationship with a union, the minimum rate of wages shall be the current Fair Wage Schedules of the Labour Standards Branch, of the Ministry of Labour, in the particular district or locality in which the Work is undertaken. Revisions made to the schedule during the course of the Contract shall apply from the effective date of such revisions and all additional resultant costs shall be borne by the Contractor. **END OF INSTRUCTIONS TO BIDDER**

Revision Date of General Provisions: 02/04/11

55. LAWS AND REGULATIONS

The Contractor shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this Contract, and all rules and requirements of the Police and Fire departments, or other governmental authorities, and all C.S.A. approvals, if required. The Contractor shall obtain and pay for all necessary permits and licenses, and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements. If the attention of the Contractor is called to any such violation on his/her part, or of any person employed or engaged by the Contractor, he/she shall immediately desist from and/or correct such violation.

56. TRADES QUALIFICATION AND APPRENTICESHIP ACT

The Contractor shall be responsible for compliance to The Trades Qualification and Apprenticeship Act (TQAA). The Contractor shall be responsible for providing written proof of TQAA trades qualifications, such as a certificate of qualification or apprenticeship Contract, to ministry inspectors.

57. THE OCCUPATIONAL HEALTH AND SAFETY ACT

57.1 The Contractor, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the "Constructor" as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the selected Bidder has been referred to as the "Contractor" in this and any other related document.

- a) The Contractor acknowledges that they have read and understood the Occupational Health and Safety Act (RSO 1990, C-0.1, as amended).
- b) The Contractor covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated thereunder, and, in particular (without limiting the generality of the foregoing) the provisions regarding the obligations and responsibilities of the "Constructor".
- c) The Contractor agrees to indemnify and save the Owner harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act including but not limited to the legal fees incurred by the Owner.
- d) The Contractor agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act to ensure compliance therewith.
- e) The Contractor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act whether by the Contractor or any of its Subcontractors, may result in the immediate termination of this Contract.
- f) The Contractor shall allow access to the Work site on demand to representatives of the Owner to review Work sites to ensure compliance with the Occupational Health and Safety Act, but no such review shall relieve the Contractor from its responsibilities as Constructor.

- g) The Contractor agrees that any damages or fines that may be assessed against the Owner by reason of a breach or breaches of the Occupational Health and Safety Act by the Contractor or any of its Subcontractors shall entitle the Owner to set-off the damages so assessed against any monies that the Owner may from time to time owe the Contractor under this Contract or under any other Contract whatsoever.
- h) The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agent and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health and Safety Act and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required Work, all prior to the performance of the Work.
- i) When hazardous materials, physical agents and/or designated substances are used in the performance of the required Work, the selected Contractor shall ensure that the requirements of the Ontario Occupational Health and Safety Act and associated regulations are complied with.
- j) The Owner reserves the right to terminate the Contract without obligation for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.
- k) The Contractor shall perform the Work so as to cause the public the least inconvenience possible. In particular, the Contractor shall not obstruct any street, thoroughfare, or footwalk longer or to a greater extent than necessary.
- l) The Contractor shall take all reasonable precaution necessary to ensure the safety of the workers and the general public, particularly children who may play in the area of Work.

58. HEALTH AND SAFETY POLICY

The Contractor shall provide the Corporation, prior to commencement of Work, with a written copy of the Health and Safety Policy for their firm along with Health and Safety procedure(s) relevant to the Work to be performed where applicable. If the firm does not have written procedures relevant to the Work, then the firm shall be expected to abide by the Corporation's safety procedures in accordance to the Occupational Health and Safety Act (re: duties of employers).

59. NON-WAIVER

No condoning, excusing or overlooking by the Owner of any default, breach or non-observance by the Contractor at any time or times in respect of any provision herein contained shall operate as a waiver of the Owner's right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Owner herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Owner save only an express waiver in writing. Any Work completed by the Owner required by this agreement to be done by the Contractor shall not relieve the Contractor of his/her obligations to do that Work.

60. ALTERATIONS AND AMENDMENTS

- 60.1 Owner shall have the right at any time to order changes in the Work in accordance with the Conditions of Contract. Any such change shall be made pursuant to a Contract Change Order Form (as shown in the appendices) executed by Contractor and Owner prior to Contractor undertaking Work pursuant to this Change Order.
- 60.2 Except as stated in the Contract Change Order, the Work shall remain unaltered and the rights and obligations of the Parties shall remain unaltered and in full force and effect. Each Contract Change Order shall set out the change in Work. The cost of such change, including costs to the Contractor of the remaining Work shall not impact on the schedule. Each Contract Change Order, unless otherwise specified, shall be deemed to incorporate the terms and conditions of the Contract and shall be deemed to be part thereof.

61. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT(MFIPPA)

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, the personal information Bidders provide in response to this Solicitation is being collected under authority of the Municipal Act and will be used exclusively in the selection process. All Bids submitted shall become the property of the Owner. In accordance with requirements of MFIPPA, Bidders are reminded to identify in their submission material, any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Bids are not to be identified as confidential. Should Bidders have any questions in this regard, please consult the Owner's information and privacy Officer in the Office of the Deputy Town Clerk at 905-895-5193.

62. ACCESSIBILITY

The Government of Ontario has enacted legislation called the *Accessibility for Ontarians with Disabilities Act, 2005*. The Town of Newmarket is committed to meeting its obligations under the legislation and to providing goods and services to the public a manner that respects the dignity and independence of persons with disabilities.

A Regulation was issued under the *Accessibility for Ontarians with Disabilities Act, 2005*, called "Accessibility Standards for Customer Service for Contracted Services", Ontario Regulation 429/07. This Regulation came into force and effect for public sector organizations on January 1, 2010 and applies to all public sector organizations in Ontario, including the Town of Newmarket. Under this regulation, all Town Contractors that either: (1) deal with the public or other third parties on behalf of the Town, or (2) develop policies or procedures on behalf of the Town that affect the provision of goods and services to public, shall ensure that the people performing this Work receive training about providing goods and/or services to persons with disabilities.

Regulation 429/07 requires that all of the Contractor's employees, agents, Subcontractors and volunteers that perform Work on Town property (including on highways) or at Town facilities receive special training about the provision of goods and services to people with disabilities. This training is mandatory, and shall include a review of the purposes of the *Accessibility for Ontarians with Disabilities Act, 2005*, and the requirements of Ontario Regulation 429/07, as well as instruction about the following matters:

1. How to interact and communicate with persons with various types of disability;
2. How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal, or the assistance of a support person;

3. How to use equipment or devices available on the Town's premises or otherwise provided by the Town that may help with the provision of goods and services to a person with a disability; and
4. What to do if a person with a particular type of disability is having difficulty accessing the Town's goods or services.

The training shall be provided to each employee, agent, Subcontractor or volunteer in the Contractor's business as soon as possible after he or she is assigned to Work on Town property or at a Town facility. The Contractor shall keep records of the training provided, including dates when the training is provided, the number of employees who received training and individual training records. The Town of Newmarket reserves the right to inspect the Bidder's training records. The Contractor agrees to provide the Town upon request with the training records within ten (10) business days.

For access to our on line training manual, please use the attached web link:

<http://www.newmarket.ca/en/townhall/accessibilityadvisorycommittee.asp>

Revision Date of Supplemental General Conditions: Feb 10, 2011

63. GENERAL CONDITIONS OF THE CONTRACT

For the purpose of this Contract, the Ontario Provincial Standards General Conditions of Contract OPSS.MUNI 100, November 2006, shall apply and form part of the Contract Documents, as amended by the following Supplemental General Conditions.

GC1.04 Definitions

The definition of Warranty Period is amended to read: "Warranty Period means the period of 12 months from the date of completion or such longer period as may be specified for certain materials of Work.

GC2.02 Reliance on Contract Documents

Clause GC2.01 – 01) (a) shall be modified to read:

"The location of all mainline underground utilities which shall affect the Work shall be shown to a tolerance of 1 m horizontal".

GC2.02 Order of Precedence

Clause GC2.02 – 01) shall be revised to read:

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

- a) Agreement;
- b) Addenda;
- c) Special Provisions (if any)
- d) Supplementary General Conditions (if any);
- e) General Conditions;
- f) Instructions to Bidder
- g) Supplemental Specifications
- h) Standard Specifications;
- i) Contract Drawings;
- j) Standard Drawings;
- k) Contractor's Bid; and
- l) Appendices.

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

GC3.02 Working Drawings

Clause GC3.02 – 06) shall be revised to delete the words "permission to construct granted".

GC3.07 Delays

Abnormal inclement weather may entitle the Contractor at the Owners discretion to an extension of time but **not** for additional compensation.

GC3.10 Changes in the Work, Extra Work and Additional Work

GC3.10 of the General Conditions is modified for purposes of this Contract in cases where the Owner requests the Contractor to submit cost quotations in advance for any changes in the Work, extra Work or additional Work.

For changes in the Work, extra Work or additional Work approved in advance by the Contract Administrator in accordance with cost quotations submitted by the Contractor,

payment shall be based on the approved quoted cost and the requirements of GC3.13 and GC8.02.04 shall not apply.

GC8.02.04 Payment on Time and Material Basis

Clause GC8.02.04.01 – 01) is amended to read:

“Working Time” means each period of time during which a unit of equipment and/or labour is actively and of necessity engaged on a specific operation.

Clause GC8.02.04.09 – 04) is amended to read:

The final “Summary for Payment of Accounts on a time and Material Basis” shall be submitted by the Contractor within 30 days after the completion of the Work on a Time and Material Basis.

All claims for extra Work shall be submitted on a daily basis on a Summary for Payment form approved by the Town, **sample form provided in appendix.**

64. WORKING DAY

A Working Day is defined in accordance with the General Conditions of the Contract.

The Contractor will furnish the Owner with a weekly statement showing the number of Working Days charged to the Contract for the preceding week, the number of Working Days specified for completion of the Contract, and the number of Working Days remaining to complete the Contract. The Owner will be allowed five working days in which to file a written protest setting forth in what respects the said weekly statement is incorrect, otherwise the statement shall be deemed to have been accepted by the Owner as correct.

Extension of time may be granted in accordance with the provisions of Section 3.06 of the General Conditions of Contract.

Designated Holidays

New Year's Day	Family Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

If any of the above days falls on a Saturday or Sunday, the Friday preceding or the Monday following shall be observed as a holiday by the Corporation.

65. GUARANTEED MAINTENANCE

The Contractor guarantees that with ordinary wear and tear excepted, the said Work shall, for a period of two year from the date of substantial performance thereof, remain in such condition as shall meet the approval of the Contract Administrator, and that he/she shall, upon being required by the Contract Administrator, make good in a permanent manner any imperfections therein due to materials or workmanship used in the construction thereof.

Within 48 hours of notification by the Contract Administrator, the Contractor shall commence repair of any imperfection. If the repair is not commenced within a 48 hour period, the Owner shall undertake the repair and deduct any costs incurred for this Work from any monies that may be due or payable to the Contractor.

66. MAINTENANCE SECURITY

Notwithstanding the requirements of the Construction Lien Act or the provisions of Section GC 8.02 of the General Conditions of Contract, a maintenance security equal to 2% of the value of Work completed will be retained by the Corporation in addition to the 10% Lien Holdback. At the end of the maintenance period, the security will be either released reduced or retained depending on the status of the repair of the deficiencies. This maintenance security shall be in addition to any other holdbacks retained. No interest on monies held back by the Corporation will be paid to the Contractor.

67. ASSIGNMENT SUBLETTING

In addition to the requirements of Section GC 3.09 of the General Conditions, the Contractor shall be required to submit to the Corporation, for its approval, a list of proposed Subcontractors, showing the value of the Work to be sublet to each, prior to such Subcontractor participating in the Work. The total value of the Work sublet, shall not exceed 50% of the total Contract price.

68. CONTRACTOR'S WORK SCHEDULE

Within ten (10) Calendar Days from award of the Contract, the Contractor shall submit information outlining the Contractor's overall approach to the project.

Where applicable to the project, this information shall include, but not be limited to, items such as:

1. Number of crews.
2. Listing of equipment.
3. Overall construction schedule for the duration of the Contract.
4. Overall construction sequence.
5. The location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and outline how the Contractor intends to avoid or handle such obstacles.

69. RELOCATION OF UTILITIES

The Owner will be responsible for any necessary permanent relocation of utilities along the streets, unless otherwise stated in the Contract.

Pole Lines

The Contractor shall be responsible for the protection of all utility poles during the time of construction and shall be held liable for any damage to same.

In the event that all poles have not been relocated prior to the time when the Contractor commences Work, he/she shall be required to co-operate with the utility companies and Work around the utilities such that the existing services are protected, until such time as they can be removed from the line of construction. No claims for extra payment or extension of completion time shall be allowed for this requirement.

Underground Utilities

The Contractor should note that the location of underground utilities, as shown on the Plans, is approximate only, and that all utilities may not be shown.

The Contractor shall be responsible for locating and protecting all buried utility services and shall be held liable for any damage to same. Where trenching under existing water mains,

gas mains, and hydro and telephone conduits, the Contractor shall be required to support these mains or conduits in accordance with the requirements of the Town of Newmarket or the applicable Utility Company and/or the Ontario Provincial Standards.

In the event that any underground utility shall be relocated, the Contractor shall be required to co-operate with the utility companies and shall be expected to alter his construction schedule as necessary, to permit relocation of utilities. No extra payment or extension of completion time shall be allowed for these requirements.

70. PROTECTION OF SERVICE CONNECTIONS

The Contractor shall be required to locate and protect all existing water, storm, sanitary and gas service connections at his own expense, and any damage caused to these connections by construction operations shall be repaired at the Contractor's expense. No extra payment or extension of completion time shall be allowed for these requirements.

71. REMOVAL OF ABANDONED UTILITIES

The Contractor shall, as directed by the Contract Administrator, remove abandoned underground utilities which have not been removed by their Owners and which interfere with the construction operations. It is the Contractor's responsibility to contact the Municipal Authorities or Utility Companies to verify that the underground utilities are, in fact, abandoned and produce written confirmation of the same.

All abandoned underground utilities removed by the Contractor shall become the property of the Contractor, unless otherwise specified, and shall be disposed of in locations arranged for by the Contractor outside the right-of-way. No separate payment for extension or completion removal or disposal of abandoned utilities shall be made, as compensation for such Work shall be included in the Contract prices for the Work requiring the utility removal.

72. EXISTING MATERIALS

All existing materials along the line of construction deemed salvageable within the Contract Documents with the exception of abandoned underground utilities, shall be delivered to a storage site designated by the Contract Documents. Salvaged materials shall remain the property of the Town. All other materials that, in the opinion of the Contract Administrator, cannot be salvaged, shall be disposed of outside the limits of the right-of-way at locations arranged for by the Contractor at his own expense.

73. BLASTING OPERATIONS

Blasting shall not be permitted.

74. WEIGHING MATERIAL

Weigh tickets shall be supplied by the Contractor including but not limited to the date, source of material, type of material, truck number, gross, tare and net weights, place of dumping, and provide spaces for the signature of the person who weighed the material and the Contract Administrator.

Two (2) copies of the weigh tickets, filled in by the weigh person, shall be delivered by the truck driver to the Contract Administrator in the field at the dumping point. The Contract Administrator shall then fill in the place of dumping and sign both copies, keep one and return the other to the scales by the driver.

Tickets shall be kept separate for each day and for each type of material weighed. Tickets not signed by the Contract Administrator, by the days end, shall not be accepted for payment.

75. UNDERLOADS

The Contractor is informed that a penalty clause shall be imposed by the Owner relating to under loads. The Contract Administrator shall spot check vehicles throughout the Contract at a conveniently located weigh scale. If the check weight is found to be less than that indicated on the weigh ticket, this difference in tonnage shall be applied to all the loads delivered to the project. All costs herein involved are to be borne by the Contractor.

76. DUST AND MUD CONTROL

The Contractor shall take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the Work.

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

The Contractor shall be responsible for all dirt and mud that is tracked onto the roadways from vehicles entering or leaving the job site. He/she shall, upon request from the Contract Administrator, immediately proceed with cleanup operation at his expense, or if in the opinion of the Contract Administrator, the Contractor has not or cannot sufficiently remove the mud from the road, the Contract Administrator shall proceed with the necessary clean up with all costs being charged to the Contractor.

77. OTHER CONTRACTORS WITHIN OR ADJACENT TO THE LIMITS OF THE CONTRACT

The Contractor is advised that, as other Work may be in progress within and adjacent to the limits of this Contract, he/she shall co-operate with other Contractors, utility companies and the Owner and they shall be allowed free access to their Work at all times. The Contract Administrator reserves the right to alter the method of operations on this Contract to avoid interference with other Work.

The Contractor is responsible for the co-ordination and scheduling of all utility Work (by his own forces) and utility authorities **as may be specified in the Special Provisions.**

The information regarding utility relocations is based on information provided to the Owner by the utility companies. The accuracy of such information cannot be guaranteed by the Town. The Contractor should contact the utility companies involved for current information on their relocation schedule. The Owner does not guarantee the utility relocations and shall not entertain any claims for damages for any costs due to delays by the utility companies in relocating their plant.

The Contractor shall attend utility co-ordination meetings and prepare the Contract schedule to reflect the following:

- prepare schedule to reflect time constraints for relocation of utilities as provided by each utility authority including distance separation (60 m minimum) between the Contractor's Work and utility crews
- adjust schedule of Work to avoid interference with Contractor's operation

The Work of utility co-ordination is considered incidental to the Work and shall not be paid for separately. No additional compensation shall be paid to the Contractor for changes to schedule, methods of operation, sequence of Work or delays as a result of utility Work.

78. INSPECTOR'S POWERS

In addition to the requirements of Section GC 3.01 of General Conditions of the Contract, the following clauses shall apply:

The Inspector(s) appointed or designated by the Contract are required to see that the provisions of the Specifications are faithfully adhered to, especially in regards to the quality of workmanship and materials and shall have the power to suspend any worker for reasons including but not limited to in competency, drunkenness, or negligence or disregard of others. An Inspector may stop the Work entirely if there is not a sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any Work done in the absence of an Inspector shall be opened up for thorough examination and shall be rebuilt or replaced as directed and at the Contractor's sole expense, but no approval by any Inspector shall be taken as or construed into an acceptance of defective or improper Work or material, which shall, in every case, be removed and properly replaced whenever discovered at any stage of the Work. Orders given by Inspectors relating to the quality of material and workmanship shall be at once obeyed by the Contractor, but the Inspectors have not the power to set out Work or give any stakes, lines, gauges, levels or grades.

79. DISPOSAL OF SURPLUS OR UNSUITABLE MATERIAL

Materials gained from stripping and excavating operations carried out under this Contract, which are unsuitable for or which are surplus to the requirements, shall be disposed of outside the right-of-way at locations arranged for by the Contractor at his expense. The Contractor shall provide the Contract Administrator with a release form for each disposal site signed by the Owner of the site.

Under no circumstances shall any materials be disposed of on lands under the control of the Conservation Authority unless written approval from the Conservation Authority has been obtained.

In general, the price Bid for the Contract items requiring excavation and stripping operations shall be full compensation for hauling and placing the unsuitable or surplus materials at the disposal areas.

OPSS Specification 180 shall apply to the management and disposal of all excess materials.

80. SUBSURFACE INVESTIGATION

Geotechnical reports or borehole logs provided to the Contractor by the Owner does not relieve the Contractor of sole responsibility for determining all necessary information relevant to the construction of the Works.

Information shown is interpreted from borings and other soils investigations, but the accuracy of this information cannot be guaranteed. The geotechnical report is intended for the guidance of the design Contract Administrator only. Where comments are made on construction, they are provided only in order to highlight aspects of construction, which could affect the design of the project. Contractors Bidding on or undertaking the Works should make their own interpretation of the subsurface information provided as it affects their proposed construction methods, equipment selection, scheduling and the like.

81. PROVISIONAL ITEMS

All items in the Schedule of Unit Prices marked "Provisional Items" shall be used only where specifically ordered by the Contract Administrator. In the event of any deletions and notwithstanding Section GC3.10.01 of the General Conditions of the Contract, no adjustment or compensation shall be awarded to the Contractor by the Owner for loss of revenue or for any other reason.

82. DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Contract Administrator, damage is being or is likely to be done to any roadway or any improvement thereon, other than such portions as are part of the Work, the Contractor's vehicles or other equipment, whether licensed or unlicensed, the Contractor shall, on direction of the Contract Administrator and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment shall alter loading or shall in some other manner remove the cause of such damage to the satisfaction of the Contract Administrator, except that where such a change, substitution, alteration or removal is made in circumstances that could not have been foreseen by the Contractor at the time of Bidding and in respect of a vehicle hauling a load within its legal limit, it shall be at the expense of the Owner.

83. DEPTH OF EXCAVATION

Trenches shall be excavated to the depth required by the contract documents and appurtenances shown on the drawings and, where conditions make it necessary, to such additional depth as may be required by the Contract Administrator. The bedding shown in the Contract Drawings shall be placed on undisturbed ground. No adjustments in payment shall be made where the depth of excavation varies due to change in pipe elevation not exceeding 300 mm. For grade changes of more than 300 mm, additional payment shall be in accordance with the appropriate tender item in the Bid Forms.

84. GRANULAR BACKFILL

The Contractor is advised that when the payment for the supply and placing of granular material is included in the unit price for an item, the placing of granular material under this item shall be performed as a distinctly separate operation from the placing of granular material as a granular base course.

85. PROVISION FOR TRAFFIC CONTROL**85.1 Construction Signs**

The Contractor shall supply, place and maintain all barricades, warning signs, delineators and flashing lights necessary for the protection of the public and the Work, including warning signs of construction operations maintained at both ends of the Contract, for the duration of the Contract, in accordance with the Ontario Traffic Manual for Temporary Conditions Book 7.

85.2 Pedestrian Traffic

- a) The Contractor shall provide for safe and free pedestrian movement from schools, parks and residences who presently have access along the line of construction.
- b) Sidewalks that are removed shall be immediately replaced.
- c) Excavations are to be properly fenced during non-working hours.

85.3 Emergency Vehicles

The Contractor shall comply with Municipal, Fire, Ambulance and Police regulations relating to notification for lane closures that may be used by emergency vehicles.

85.4 Restriction on the Use of Construction Equipment and Unlicensed Vehicles

Unlicensed vehicles and construction equipment shall not travel, Work or stop within 3.5 metres of a lane carrying traffic, except where construction operations necessitates the working area be less than 3.5 metres from the traffic, in which case, the Contractor shall

erect delineators along the edge of the travelled lane. In no case shall the distance between traffic and working area be less than 1.5 m unless protected by temporary concrete barrier.

85.5 Open Excavations

The Contractor shall schedule his Work so that there shall be no open excavation adjacent to a lane carrying traffic overnight and on non-Working Days including where new culverts and sewers are being installed. Excavations shall be backfilled with the specified material up to profile grade and compacted prior to closing down operations.

85.6 Delivery and Trucking

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so that vehicular movements are accomplished with minimum interference and interruptions to traffic. This shall necessitate vehicles to “slip-off” or “slip-on” in the direction of traffic, in order to merge with and thereby avoid crossing traffic lanes.

The Contractor shall obtain the Contract Administrator’s prior approval for the location of any “slip-offs” or “slip-ons”. The Contract Administrator reserves the right to alter, reject or close same as considered necessary.

86. WORKPLACE SAFETY AND INSURANCE BOARD

A letter or certificate from the Workplace Safety and Insurance Board stating that the Contractor has complied with the requirements of the Workers Compensation Act as of the Contract signing date is required. A similar letter shall be produced prior to the issuing of all Progress Payment Certificates, both interim and final, covering the Contractor’s standing as of the stated period.

87. MINISTRY OF LABOUR

The Contractor, as Constructor, shall register with the Ministry of Labour before or within thirty (30) days after undertaking Work on this Contract. Every employer engaged in construction shall be registered with a Director before or within thirty (30) days after first employing a worker in construction in accordance with the Occupational Health and Safety Act and Ontario Regulation 213/91 Section 5.

The Contractor shall notify a Ministry of Labour Director in writing of the Work where the total cost of labour and materials is expected to exceed Fifty Thousand Dollars (\$ 50,000.00) or the project meets any of the other criteria outlined in Ontario Regulation 213/91 Section 6.

In addition to the requirements of Section GC 8.02.06 of the General Conditions of Contract, the Contractor shall be required to satisfy the requirements outlined in the latest versions of the Roads and Structures Fair Wage Schedule of Wage Rates and Labour Conditions in the Toronto Zone, as prepared by the Ontario Ministry of Labour.

88. INSPECTION AND TESTS

The cost of all testing and inspection of materials delivered to the site shall be borne by the Municipality, and arranged by the Contract Administrator, unless otherwise specified in the Contract documents. However, any retesting to verify the quality of Work or previous test results shall be carried out at the expense of the Contractor.

The Contractor shall provide to the Contract Administrator for his use at all times, assistance and use of tools and construction equipment as required to procure, package and ship all test samples.

The Contractor shall make known to the Contract Administrator the source of material at least one week prior to the time he/she proposes to use such material, unless otherwise specified in the Contract documents.

Where required by the Contract Administrator, or where otherwise specified in the Contract documents, to test materials and equipment, the Contractor shall supply certified copies of all tests upon all materials and equipment to be used in the construction of the Works, indicating that materials comply with the specifications. Such tests shall be made by an approved testing company and shall be at the Contractor's expense.

89. MUNICIPAL APPROVALS

The awarding of this Contract by Owner is subject to receiving all necessary approvals required by the Town of Newmarket including **those as may be specified in the Special Provisions.**

No claims for a delay in construction start or award shall be considered from the Contractor should there be a delay in obtaining approvals.

90. ENVIRONMENTAL CONSIDERATIONS

90.1 Noise Control

Noise levels shall be controlled in accordance with local By-laws and the Occupational Health and Safety Act.

All internal combustion engines shall be equipped with original equipment in proper working order to minimize noise levels in the project area.

For compressors and pumps operated beyond normal working hours, special measures for noise attenuation shall be required.

90.2 Protection of Trees During Construction

The protection of trees not designated for removal shall be completed in accordance with OPSS 801.

If the Contract requires Work to be completed within the drip line of a tree or trees which are designated not to be removed, operation of equipment within that drip line area shall be kept to the minimum necessary to perform the Work required.

In order to minimize root loss, the Contractor shall be required to use vertical trench walls and appropriate wall support systems when excavating within the drip line of trees. All exposed roots over 25 mm in diameter shall be cut back cleanly to the soil surface immediately.

If root damage or loss is extensive, portions of the tree shall be pruned. All pruning shall be carried out by a qualified and experienced arborist using approved arboricultural techniques and practices. The pruning of trees and shrubs shall be carried out in such a manner as to retain as much as possible of the plant's natural form. The Contractor shall be responsible for disposing of cut limbs and roots in an approved manner off site. In addition, the remaining root system shall be watered and fertilized by a qualified and experienced landscape Contractor.

No extra payment shall be made to the Contractor for vertical trenching and trench supports, pruning branches and roots, or watering and fertilizing trees when Work is required within the drip line.

- i. Trees Located within the Right-of-Way

When the branches of trees located within the right-of-way will interfere with the construction operation, they shall be pruned prior to equipment entering the drip line of the tree.

The branches shall be cut back to the nearest suitable trunk, crotch or lateral where they shall no longer interfere with the construction operation as directed by the Owner's arborist.

ii. Trees Located on Private Property

When the branches of trees located on private property are overhanging the right-of-way or easement and shall interfere with the construction operation, they shall be pruned prior to equipment entering the drip line of the tree.

Prior to pruning, the Contractor and Contract Administrator shall contact the property Owner to receive permission to cut the branches back to the nearest suitable trunk, crotch or lateral where they will no longer interfere with the construction operation.

Should a homeowner refuse entry to cut branches on private property, then the branches shall be cut vertically at the property line.

91. EROSION AND SEDIMENT CONTROL

Prior to the commencement of any Work on this project which might cause erosion and / or sedimentation, the Contractor shall receive approval from the Contract Administrator for an erosion and sedimentation control program proposed by the Contractor.

To protect and maintain the environment, the Contractor shall be required (but not limited) to carry out the following:

- 91.1 Excavation shall be maintained dry by pumping. Outfall from pumping operations shall be directed onto approved splash pads with appropriate sedimentation measures.
- 91.2 New slopes shall be stabilized as soon as possible after the completion of grading by sodding or seeding and mulching.
- 91.3 All material storage and fuelling areas shall be away from the bodies of water in locations approved by the Contract Administrator.
- 91.4 The sites should be restored to preconstruction conditions, or better, as soon as possible after completion of construction.
- 91.5 Construction of sediment traps at catch basins, ditch inlets and manholes as directed by the Contract Administrator.
- 91.6 Construction of rock check dams as directed by the Contract Administrator.
- 91.7 Cap storm sewers at the end of a day's construction. Any standing water located upstream of the cap shall be pumped out of the trench before removing the cap.
- 91.8 Installation of silt fence.

The Contractor shall be paid under the appropriate Bid item for the installation of sediment traps at catch basins, ditch inlets and manholes, rock check dams and silt fence. All other Works shall be included in the unit prices Bid for items requiring the control.

92. FIELD OFFICE

When specified, the Contractor shall provide a field office for the Contract Administrator, having a minimum floor area of 15 square metres with windows on three sides and a door with a proper lock set. The Contractor shall supply a power connection to this office with at least overhead light and two double wall plugs. The Contractor shall install and maintain propane or electric heaters in the field office. The field office shall be furnished with two tables, one drawing table, four chairs, shelves and telephone connection.

The field office shall be constructed so that it is waterproof and properly secured against break-ins. The locations of this field office shall be approved by the Contract Administrator. The Contractor shall provide temporary sanitary facilities adjacent to the field office.

The field office and sanitary facilities shall be provided and maintained on the Contract by the Contractor until the Contract Administrator has notified the Contractor that all calculations are completed and they may be removed.

Bidders are advised that the field office is to be located on land provided by the Owner at no cost to the Contractor. However, the Contractor shall be responsible for clean-up of the area after removal of the office.

The Contractor shall be paid for supply, maintenance and removal of field office where a pay item is included in the Schedule of Unit Prices. Payment shall be made by the following schedule:

75% on supply and installation of field office

25% upon removal of field office.

Revision Date of Specifications: 02/10/2011

SCHEDULE OF PLANS, SPECIFICATIONS AND DOCUMENTS:

The Work specified in this Contract will be performed in strict accordance with the following Plans, Specifications and Documents:

General Conditions

OPS General Conditions, dated November 2006

Plans and Standard Drawings

Plans – Cover Sheet and Drawings 1 to 6,

Specifications

Ontario Provincial Standards

Construction Specifications:

Town of Newmarket Topsoil Specification

Town of Newmarket Watermain Testing Requirements

Town of Newmarket Standard Drawings:

301.00	302.00	305.00	306.00	307.00	308.00
309.00	311.00				

Ontario Provincial Standard Specifications

206	310	311	312	314	341
351	352	353	355	401	402
404	405	407	408	409	410
441	442	490	491	493	510
517	518	602	603	609	801
802	803	805	1001	1002	1004
1010	1102	1103	1150	1351	1359
1820	1841	1850	1853	1860	

Ontario Provincial Standard Drawings

206.021	220.010	310.010	310.020	310.030	310.050
400.010	401.010	405.020	561.010	600.040	600.100
601.010	701.010	701.011	701.030	704.010	705.010
1006.010	1006.020	1103.010	1103.020	2100.06	

Newmarket Hydro Standard Drawings

NTP 08-01	NTP 08-02	NTP 08-06	NTP 08-07	NTP 09-04	NTP 11-13
E1					

Special Provisions - General

1. Maintenance

The Contractor will be responsible for the maintenance of the Work at all times until the Work has been accepted.

Any refuse dumped on the road allowance prior to or during the performance of the Work shall be removed and disposed of by the Contractor beyond the limits of the Place of the Work. No additional payment will be made for this work.

2. Private Property

The Contractor is responsible for keeping the property owners, who may be inconvenienced in any way by construction, informed prior to commencing the operation.

This requirement applies to, but is not limited to, cutting off of driveways, disrupting services, removing mail boxes or in any way disrupting mail service, temporary drainage problems and encroachment on private property. (The Contractor shall also advise the Town of any removal of mailboxes or disruption of mail service to permit the Town to so notify the Postmaster.)

Any damage to private property is to be brought to the attention of the property owner and the Town with an outline of when and how the damage will be repaired.

Due to the close proximity of the commercial and residential buildings to the construction, the Contractor shall ensure to select proper equipment and construction methods to avoid any damages to residences. The Contractor shall be responsible for any precautionary action necessary. The Contractor shall be aware that the commercial and residential buildings are older and historic in nature and that it will be important that the Contractor selects proper equipment and construction methods to avoid any damages to existing structures. The Contractor shall provide details of the proposed construction methods and equipment to be used at the pre-construction meeting.

3. Operational Constraints

The Contractor shall plan and schedule the routes of construction and delivery vehicles to, from and within the job site, so that vehicular movements are accommodated with minimum interference and interruptions to public traffic. Construction and delivery vehicles will not be permitted to use the Main Street or the laneway at the north end of Cedar Street (opposite of Doug Duncan Drive) as access for construction vehicles. The Contractor shall maintain safe pedestrian traffic at all times.

4. Specifications

In the event of conflicts between the specifications of the Town of Newmarket and the Ontario Provincial Standard ("OPS") specifications and drawings, the specifications of the Town shall govern over the OPS specifications and drawings.

Where there is no applicable OPS specification, specifications of the Town will be used. The OPS specifications and drawings referred to in the Contract are not included in the Contract Documents and it is the Contractor's responsibility to obtain these specifications and drawings.

Where applicable, these specifications shall be amended as follows:

"Engineer" shall mean "Director of Engineering Services" and "Ministry" shall mean "The Town of Newmarket". The "Authority" referred to in Ontario Provincial Standard specifications shall mean "The Town of Newmarket".

5. Supervision

The Contractor shall have a duly authorized representative employed by it on-site of the work continuously during its progress. This representative shall be in attendance even if the Contractor's forces are not on the site and all work is being carried out by sub-contractors. The Contractor shall not change its representative without the permission of the Engineer.

6. Supply of Materials

Unless specified otherwise in the Contract, the Contractor shall supply all materials needed for the proper completion of the Contract and the payment provided in the Contract shall be deemed to include full compensation for the supply of such materials.

Materials shall be supplied from the sources indicated in the MTO Manual of Designated Sources for Materials. All materials shall be subject to the approval of the Engineer.

7. Spills Reporting

In the event of a spill or other emission of a pollutant into the natural environment, every person responsible for the emission or who causes or permits it must forthwith notify:

- the Ministry of the Environment Spills Action Centre – Tel: 1-800-268-6060
- the Town of Newmarket – Tel. (905) 895-1200 (24 hours per day)
- the Regional Municipality of York
- the owner of the pollutant, if known
- the person having control of the pollutant, if known and
- the consultant

of the spill, of the circumstances thereof, and of the action taken or intended to be taken with respect thereto.

Prior to commencing construction, the Contractor shall post on the site in a prominent location, a notice containing the following information:

- the names and the telephone numbers of the persons in the local municipalities to be notified forthwith of a spill;
- the telephone number of the Spills Action Centre 1-800-268-6060;
- the names and the telephone numbers of the representatives of the fire, the police, the health and public works departments of the local municipalities who are responsible to respond to emergency situations;
- the names and the telephone numbers of the companies experienced in the control and clean-up of hazardous materials that would be called upon in an emergency involving a spill; and
- the name and the telephone number of the Contractor's representative responsible for preparing, implementing, directing and supervising the clean up of a spill.

8. Water and Sanitary Service Disruption

The Contractor is to schedule his work in a manner that will minimize the disruption of water and sanitary services. The Contractor will be responsible for giving residents and businesses 48 hours prior written notification of access restriction or disruption in the water or sewer service. The Contractor shall maintain sewage flows during the construction of sanitary sewers and sanitary services.

The Contractor shall complete the work on the new water main and sanitary sewer before connecting to the existing systems. The Town of Newmarket Works Department shall be notified 72 hours in advance of any work commencing on the connection to the existing water main. The Town's forces will operate all valves. The Contractor shall complete the testing, chlorination and flushing of the new water main prior to making the connections.

9. Geotechnical Report

Three (3) boreholes have been drilled along Cedar Street. A copy of the borehole logs and chemical analysis are included in an appendix to this document. The Town of Newmarket and the consultants will accept no responsibility for the accuracy or completeness of the information and recommendations in the report or for the Bidder's interpretation thereof.

10. Chemical Analysis

The Contractor shall be responsible for removal and disposal off-site of all excess material at sites that are licensed to accept the material. The Contractor shall be aware that the Chemical Analysis found high levels of SAR and EC in some of the samples. The results are included in an appendix to this document.

All costs associated with disposal of excess material are to be included in the unit prices bid for each item in the tender form. No additional payment will be made for disposal fees or additional chemical testing.

11. Enbridge Consumers Gas

The Contractor shall be responsible for locating, temporarily supporting and protecting any gas main encountered in accordance with the requirements of Enbridge Consumers Gas (a copy of Support of Gas Pipelines in the Vicinity of Excavations is included in this document). Protection and support of the gas main shall be considered as part of the water main, storm sewer and sanitary sewer items. No separate payment shall be considered.

12. Approvals

The Town of Newmarket has applied for and received the following permits/approvals:

- A Certificate of Approval from the Ministry of Environment for the construction of the sanitary sewers.
- A Drinking Water Permit from the Town of Newmarket for the construction of the watermain.
- A Permit from the Lake Simcoe Region Conservation Authority for work within their regulation limit.

The Contractor acknowledges that no work shall commence until these approvals have been provided and no claims will be considered for lost time should a delay result. The Contractor shall be responsible for obtaining any other approvals that may be required.

13. Damage to Survey Stakes, Markers and Bars

The Contractor shall take care to preserve all survey stakes, markers and iron bars. Any damage to these items by the Contractor will be corrected at the Contractor's expense.

14. Initial Layout (Grading)

The Contractor shall be responsible for all survey layouts on this project including the following:

(a) Standard 25 mm x 50 mm stakes placed left and right of centreline at or near the right-of-way limits. The stakes are to be placed at a maximum of 30 metre intervals, with 15 metre intervals or less where the Engineer deems appropriate, and in areas where additional staking is required, such as intersections, bridges, or horizontal and vertical curves. These stakes shall be driven approximately flush with the ground. A second stake indicating the station shall be placed in the area of the grade stake.

(b) In addition to the previously noted layout for grading, complete offset stakes, finished grades and stations, as required, shall be set for the following:

Drainage Items	-	sewers, water main and maintenance holes
Miscellaneous	-	sidewalk, curb and gutter, slope paving

15. Additional Insured

The Contractor shall include R.V. Anderson Associates Limited and Soil Engineers Ltd. as additional insured on all related insurance required under GCG of the General Conditions of Contract and amended by the Owners Supplemental General Conditions of Contract.

Special Provisions - Items

Part A - Roadwork

The roadwork shall be constructed in accordance with the Ontario Provincial Standard Specifications (OPSS). The descriptions of the following items correspond to the items in Schedule 1 (Items and Unit Prices) and are provided to clarify the basis for payment.

Item A1 Earth Excavation

OPSS 206

This item shall include removal and disposal of all materials necessary for construction of the earth subgrade to the specified profile and cross-sections, including salvaging and stockpiling of usable material as directed by the Engineer, control of surface water and groundwater, trimming of tree roots, support of utilities and municipal services, and disposal of unsuitable materials off the site.

The excavation of private entrances or boulevards beyond the curb line shall be deemed as incidental to the work for which no extra payment shall be made. The tender quantity does not include excavation for private entrances or boulevards.

The contractor shall remove, store and re-instate existing fences, patio stone walkways, gardens, garbage bins, etc. where necessary to complete the grading. The Contractor shall remove, salvage, store and re-instate the existing garbage bins.

All trees impacted by the road reconstruction shall be protected with tree protection fencing. The Contractor shall take care when excavating in the vicinity of existing trees. Roots are to be pruned by a certified arborist using a sharp pruning tool. All trees located within the municipal right-of-way will require pruning by a certified arborist using a sharp pruning tool.

All excavations in the vicinity of trees are to be hand or vacuum excavated to reduce the damage to the trees. The Contractor shall ensure that construction activity and equipment takes appropriate measures to avoid damaging trees and their root structure.

Relocation of existing street signs shall be considered to be included in the unit price for excavation.

All excavation shall be measured in cubic metres calculated as the difference between the original ground and the proposed cross-sections. The volume shall be calculated by the average end area method. Payment will be based on the theoretical quantity as indicated in Schedule I – Items and Unit Prices unless the design is changed during construction.

Where fill is required to obtain the proposed grades the Contractor shall use select native material compacted to 95 % of maximum Standard Proctor dry density. Fill shall be deemed to be included in the unit price for excavation and no additional payment shall be made for the placement, grading and compaction of excavated materials placed as fill. All excess material shall be disposed of by the Contractor off-site.

The Contractor shall compact the subgrade material to 95% of maximum Standard Proctor dry density. The Contractor shall proof roll the subgrade and any soft spots will be excavated and backfilled as directed by the Engineer. The Contractor shall make all efforts to obtain the required compaction without damage to the existing building structures.

Should the Contractor, unless ordered by the Engineer, excavate below grade, he shall be required to backfill such excavations with suitable approved materials and compact it in 150 mm layers or less, for which no payment will be made for obtaining, hauling, handling, placing or compaction of such backfill material.

Disposal of Excavated Material

The Contractor shall be responsible for the disposal of excavated soil and shall dispose of it in accordance with the Environment Protection Act (EPA). The Town of Newmarket will not make any arrangements for the disposal of excavated and/or surplus materials or supply bills of lading.

The Contractor shall dispose of all excavated soil off-site immediately upon removal. Stockpiling of excavated soil within the Town street allowance is not permitted.

The Contractor shall indemnify the Town from and against all claims, losses, expense, costs, damages, actions, suits, or proceedings by third parties directly or indirectly arising, or alleged to arise out of the disposal activities.

The Contractor shall assume that all excavated materials will have to be disposed of as non-hazardous solid waste at a facility that is licensed by the Ontario Ministry of the Environment (MOE) to accept such waste, in accordance with the regulatory requirements

The Contractor shall find and secure appropriate off-site disposal sites in advance of any excavation. The Contractor shall provide written proof to the Contract Administrator prior to disposal, that the proposed receivers are authorized to accept such waste. The Contractor shall be required to secure written waivers from the owners of the disposal sites in a format that is acceptable to the Town of Newmarket and submit to the Town prior to final acceptance.

The Contractor shall be responsible for additional environmental testing required by the receivers. The Contractor shall provide copies of test results to the Contract Administrator.

The Contractor is responsible for ensuring compliance with all Regulatory requirements under Ontario Regulation 153/04 as amended and effective July 1, 2011, as well as all Regulatory requirements under Ontario Regulation 347, as amended to the date of this specification.

All costs associated with this work, including but not limited to, the cost of the haulage, any additional environmental testing and all associated dump fees, shall be included in the appropriate tender items.

Item A2 Garbage and Recyclable Collection

The works includes the pick-up of garbage and recycling materials in front of each business / residence on a weekly basis and delivery of these materials to the end of the street (i.e. at a location designated by the Engineer) for pick-up by the Town's disposal contractor. The Town will provide the businesses and residents with clear plastic bags for the recycling materials. Payment for collection of garbage and recycling materials will be on a lump sum basis throughout the duration of the contract or until the Town's disposal contractor is able to resume normal pick-up without being delayed by the contractor's operations. Monthly payment shall be as a percentage of working days used divided by total working days.

Item A3 Remove Existing Asphalt Full Depth

OPSS 510

The work includes removal and disposal off site of existing asphalt pavement full depth.

Payment under this item will be for the actual square metres of asphalt pavement removed. The tender item includes all labour, equipment and materials to complete the work.

Item A4 Remove Existing Sidewalk**OPSS 510**

Payment for this item is to include the removal and disposal off site of the existing sidewalks (concrete and interlocking paving stone) and the removal, storage and reinstatement of all walls, bricks, edgings, ornamental items, patio slabs, etc. located adjacent to the sidewalk. The Contractor shall replace any items damaged by construction activities at no extra cost.

The paving stones that are currently used as the Town's sidewalk across house #109 are to be removed and paid under this item. The paving stones are to be offered to the homeowner and if the homeowner requests to keep them the Contractor shall remove, salvage and neatly stack them in a location on the homeowner's property requested by the homeowner. If the homeowner advises that they do not want the paving stones, the Contractor shall remove and dispose of them off-site. All costs associated with the removal, salvaging and storing or removal and disposal shall be included in the unit price bid for this item.

Removal and replacement of concrete driveways and concrete or paving stone walkways will be paid under their specific items.

Payment for this item shall be per square metre of concrete (or interlocking stone) sidewalk removed and disposed of off-site.

Items A1, A3, A4, A5, A6, A15, A18, A19, A30, D2 Removals**OPSS 510**

The unit prices tendered shall include removal and disposal of materials off the site. Excavation, earth stripping and minor filling shall be deemed as incidental to the work for which no extra payment shall be made. This applies to all of the removal items as well as the excavation required for new sidewalks.

In addition, the removal of asphalt and excavation of private entrances beyond the curb line shall be deemed as incidental to the work for which no extra payment shall be made.

Item A5 Remove Existing Curb (All Types)**OPSS 510**

Payment for this item is to include the removal and disposal off site of the existing curbs.

Payment for this item shall be per metre of concrete curb removed and disposed of off-site.

Item A6 Sawcut Asphalt**OPSS 510**

Payment at the unit price bid per linear metre for this item shall be compensation for all labour, equipment and material required to cut existing roadway asphalt at the limits of contract. The cutting shall be by means of suitable mechanical sawing equipment capable of making a clean cut and leaving a perfect edge.

Sawcutting of asphalt driveways or at the limit of trench excavation for sewers or watermain shall be deemed as incidental to the work for which no extra payment shall be made.

Item A6 Concrete Curb and Gutters – All Types**OPSS 353, 1350**

Concrete shall conform to the requirements of OPSS 1350 except as noted in this special provision. The Contractor will be responsible for the concrete mix design as specified in Subsection 1350.04 and for providing concrete of the required properties.

The class of concrete shall be as shown on the drawings or specified in the tender. Cement shall be Type 10 - normal cement - and the cement content shall conform to the minimum cement content specified in Table 1 of OPSS 1350. The nominal maximum size of the coarse aggregate is 19.0 mm and the required air content is $7\% \pm 1.5\%$. Slump of the concrete shall conform to Table 3 of OPSS 1350. Chemical admixtures shall be selected from the designated sources list and shall be added according to the manufacturer's recommendations.

When submitting the mix proportions, the Contractor shall specify the source of the coarse and fine aggregate and the manufacturer of the cement. The contractor shall submit a mix design a minimum of two (2) weeks prior to the placement of any concrete.

The mix proportions and the required test data, for each class of concrete, shall be submitted to the Engineer at least 14 days prior to the placement of concrete. They shall be submitted in the standard MTC Form PH-CC-433 under the headings (A) and (B).

(A) Contractor Designed Concrete Mix

Mix Proportions shall be expressed as follows:

- | | |
|---------------------------------|--|
| i) Portland Cement | Type, Source and Content in kilograms per cubic metre of concrete. |
| ii) Cementitious Hydraulic Slag | Percent Slag, Source and Content in kilograms per cubic metre of concrete. |
| iii) Coarse Aggregate | Nominal maximum size, Relative Density (Dry) Source, Content in kilograms per cubic metre of concrete and Dry Rodded Density in kilograms per cubic metre of concrete. |
| iv) Fine Aggregate | Fineness Modulus, Relative Density (Dry), Source and Content in kilograms per cubic metre of concrete. |
| v) Water | Content in kilograms per cubic metre of concrete. |
| vi) Chemical | Admixture - Source, Type and Dosage per 100 kilograms cement. |
| vii) Air Entraining | Admixture - Source and Type. |

Mix proportions shall be based on an aggregate in an oven dry condition.

(B) Strength Test Data

The Contractor shall produce the following information with regard to the mix design. The information shall consist of test data from a laboratory or field mixed batch of concrete, or a summary of test data from previous work using similar concrete mix proportions, as follows:

i) Laboratory or Field Mixed Batch of Concrete

The test data shall include compressive strength tests consisting of at least 1 set of standard cylinders tested at 7 days, and 1 set of standard cylinders tested at 28 days. For mixes with cementitious hydraulic slag, the compressive strength tests shall also include 1 set of standard

cylinders tested at 3 days. The air content, temperature and slump of the samples of concrete used to fabricate the test cylinders shall be stated.

ii) Summary of Test Data

The test data shall include at least ten (10) consecutive twenty-eight (28) day strength tests from previous work. The data shall report individual strength tests and the average of all groups of three consecutive strength tests. The air content and slump of the samples of concrete used to fabricate the test cylinders shall be stated. The tests shall have been carried out within a period of two (2) years prior to the award of the contract.

Reinforcement shall be placed in driveway curbs for all commercial, apartment and institutional entrances. Two #15 bars shall be placed in the curb and gutter at the height of 50 mm above the bottom of the curb and gutter, 175 mm from the front face and the other 75 mm from the back face.

Basis of Payment

All costs for the above work shall be included in the contract price for concrete curb and gutter (all types) including driveway curbs. Curb and gutter terminations shall be included in the unit price for this item.

Item A8 Pipe Subdrains

OPSS 405

Granular 'B', material shall be used for bedding and backfill for subdrains. Granular 'B' shall have a maximum aggregate size of 26mm.

The subdrain pipe shall be wrapped with non-woven geotextile filter cloth sleeves, Type 270R as manufactured by Terrafix Geosynthetics Inc. or approved equal.

Subsection 405.10 is amended by the addition of the following:

The Contract price for the tender item 'Pipe Subdrains' shall include the supply of Granular 'B', bedding and backfill. The Contract price shall include breaking into existing manholes and catchbasins and all other work required to connect subdrains to existing and new structures.

Item A9, A10 Granular Materials

OPSS 314

Measurement shall be by the tonne (for roadway granulars) according to daily sheets prepared by the Engineer and the Contractor's representative. No adjustment in quality on the basis of mislaid tickets will be tolerated. Compaction will be required to meet 100% Standard Proctor Density.

No measurement or payment will be made for water used for compaction. Payment for water used for compaction shall be included in the contract price of the tender item(s) for the material to be placed or the work to be carried out.

Granular material for driveways and paved boulevards is calculated at 200 mm of 19 mm crusher run limestone beyond the edge of the shoulder or curb, measured horizontally to the limit of grading shown on the plans according to the applicable Ontario Provincial Standard Drawings. Any variation from this depth will be shown on the drawings. Payment for this item shall be by square metres. The Contractor will be responsible for any granular material required to maintain access as specified under the 'Traffic Control' item.

The Contractor shall repair or replace any granular material lost through washouts or bladed-off the roadway and no additional payment will be made for this work. The contract unit price for 19 mm and

50 mm crusher run limestone, shall apply when additions or deletions requested by the Engineer cause the quantity to vary upward or downward from the tender quantity.

The Contractor shall ensure that during construction, the road can bear the weight of construction vehicles without deformation.

When requested, the Contractor shall supply a person to assist the Town's inspector in checking the grade.

Item A11, A12 Hot Mix Asphalt - Road**OPSS 310**

The requirements of OPSS 310 shall apply to these items except as modified by these Special Provisions.

Supply of Materials

The Contractor shall, for the unit price bid under this item, supply all materials, including asphalt cement, require for mixing and placing the Hot Mix Asphalt including coarse and fine aggregates, blending sand screenings or mineral filler, asphalt cement, joint painting materials and all other materials required for a complete job.

Asphalt Cement

Asphalt cement shall meet the requirements of OPSS 1101, Material Specification for asphalt Cements, penetration grade 85 - 100.

Stability

The requirements of OPSS 1150 Table 3 for AADT 1000 to 5000 shall apply. Marshall stability shall be 6700 minimum.

Recycle Hot Mix Option for Binder Course

Sub-section 310.05.01, Asphaltic Concrete, of OPSS 310 is amended by the deletion of the existing paragraph and is replaced with the following:

Asphaltic concrete shall conform to the requirements of OPSS 1150 and the following:

The composition of all binder course pavements may be modified by the recycling of up to 25% by mass of reclaimed asphaltic concrete. Where the Contractor proposes to use a mixture containing more than 25% reclaimed asphaltic concrete, a detailed proposal in writing must be submitted to the Engineer for approval. Such proposal must include details of the composition of the asphaltic concrete mix and the penetration grade of the new asphalt cement. The Contractor shall not proceed with his proposal until he has received permission in writing from the Engineer.

Cedar Street shall be paved with 50 mm depth of HL8 asphalt and 40 mm of HL3 asphalt. The HL3 asphalt shall be placed in August 2013 and all maintenance holes and crosswalks shall be ramped with HL8 temporarily. The temporary ramps as well as match points at existing asphalt shall be ground to allow for a minimum of 40 mm HL3. If the HL3 asphalt is not placed within 48 hours of the completion of the grinding the Contractor shall supply and place tack coat at no additional cost to the Town. The tack coat shall consist of SS-1 emulsified asphalt diluted with an equal volume of water (50/50). The undiluted material shall be according to OPSS 1103. The rate of application shall be 0.35 kg/m². Traffic shall be prevented from travelling on the tack coat. Tack coat shall be uniformly applied using suitable spray equipment to all surfaces.

Item A13 Hot Mix Asphalt – Entrances and Boulevards OPSS 311

Payment for this item shall include the sawcutting, removal and disposal of existing asphalt, grading and compaction of the existing granular, and supply, placement and compaction of minimum 50 mm of HL3F asphalt in driveways and boulevards.

Removal, storage, reinstatement or replacement of existing curbing (all types) is to be included in the tendered price. Poured concrete curbs on driveways will be paid under the item for concrete curbs.

All driveways and boulevards are to be sawcut by means of suitable mechanical sawing equipment capable of making a clean cut and leaving a perfect edge. If in the opinion of the Engineer the edge is not clean cut and straight the Contractor shall re-cut the driveway at no additional cost to the Town.

Item A14 19 mm Crusher Run Limestone – Entrances and Boulevards OPSS 314

Work under this item includes the excavation, grading and compaction of 200 mm of crusher run limestone for gravel, asphalt and concrete driveways and boulevards. The sub-grade of the driveway shall be sloped down at the curb to ensure that the granular material placed in the driveway is connected to the granular B placed around the subdrain to ensure proper drainage of the driveway granulars. Measurement for payment will be square metres of 19 mm crusher run limestone placed at a depth of 200 mm.

Item A15 Interlocking Crosswalk OPSS 355, 510

Supply and install all interlocking precast concrete paving as specified and as the drawings indicate.

The Contractor will obtain approvals, from the Engineer, for all suppliers, Sub-Contractors and materials to be used in this section of work.

The work will be installed by skilled tradesmen in full accordance with the specifications and best trade practice. Related experience in the installation of interlocking concrete paving stone is required.

Protect all other work, utilities, surface structures and features from damage and/or contamination during the completion of the work in this section.

The Contractor will be responsible for all costs for the repair of all damages and the clean up of contaminated work. Repairs and clean up will be to the approval of the Engineer.

Samples

Submit full size sample of the following:

Interlocking precast concrete paver: Prior to installation, submit a sample of 6 pavers.

Material Handling, Delivery and Storage

Interlocking concrete paving units will be delivered and stored on site in neat, orderly bundles.

The Contractor will schedule the delivery of the materials so that it coincides with the installation.

The Contractor will immediately remove, from the site, all interlocking concrete paving units which are damaged.

Ready mix concrete will be mixed and delivered to the site in accordance with CSA-A23-1.

Store all materials in a manner that will prevent contamination and deterioration. Damaged or contaminated materials will not be used and must be removed, immediately, from the site.

Materials

Pavers: Interlocking precast concrete unit pavers: uniform in material, colour, size and from one manufacturer.

Interlocking precast concrete paving units will be 200 mm x 200 mm x 75 mm square stone and 200 mm x 100 mm x 75 mm rectangle stone. Each concrete paver shall have a compressive strength of not less than 50 MPa.

Pavers to be Unilock Holland Rustic Red for the 200 mm x 200 mm pavers, Hollandstone natural for the 200 mm x 100 mm pavers (or approved equivalent).

Interlocking precast concrete pavers will have spacers to ensure uniform joint control and optimum interlock.

Rigid PVC Pipe: rigid PVC pipe shall be standard grey meeting CSA standard C22.2 No. 211.2

Concrete: Concrete base shall meet the requirements of OPSS 904 for 30 MPa concrete and shall be 200 mm thickness with welded wire mesh. Concrete curbing shall be 150 mm width and extend to the same depth as the concrete under the interlocking pavers.

Bedding Sand: Bedding sand shall meet the requirements of OPSS 1002 for fine aggregate. Limestone screenings or stone dust shall not be used.

Joint Sand: Joint sand shall meet the requirements of OPSS 1004 for polymeric sand.

Granular Base: Granular base shall meet the requirements of 19 mm crusher run limestone (150 mm depth) and 50 mm crusher run limestone (300 mm depth).

Execution

Layout

The Contractor is responsible for the layout of all paving and curb edge areas. The Contractor will establish clearly marked grade stakes indicating the finished grades.

The Contractor will review the layout with the Engineer. The Contractor must obtain approval of the layout, from the Engineer, prior to the commencement of work.

Subgrade

Ensure that subgrade preparation conforms to levels and compaction required to allow for installation of granular and concrete base.

Obtain approval of the subgrade from the Engineer prior to the installation of the granular.

Payment

Payment at the unit price bid shall be full compensation for supplying all materials, labour and equipment, for carrying out all excavation; for the supply, placing, compacting and levelling crusher run limestone base; for the supply and placement of concrete slab and curb; for the supply and installation of drain pipe including geotextile fabric; for the supply and placement of lockstone on sand bed; for filling joints with sand and all other work necessary to complete the lockstone installation as specified.

Item A16 Removal, Storage and Re-instatement of Paving Stones OPSS 355, 510

The unit price includes the removal, storage and replacement of the paving stones / patio stones in driveways and walkways to accommodate the construction of the curbs, roadway, water main and sewers.

The Contractor shall salvage the existing paving stones / patio stones and reset to match the new curbs and sidewalks. The contractor shall replace any stones that are damaged during construction at no additional cost. The unit price tendered shall include reinstatement of existing timber or concrete edging.

If the existing paving stones / patio stones, which are in place prior to construction, are not sufficient to complete the driveway or walkway to the new curb, then the property owner will be given the option of providing additional paving stones / patio stones. The Contractor shall place these paving stones / patio stones at the unit price bid for this item.

Tendered price also includes levelling sand and polymeric sand for filling joints as required. Measurement for payment will be in square metres regardless of the size or thickness of the stones.

Item A17 Concrete Sidewalk OPSS 351

Concrete sidewalk shall be constructed according to OPSS 310.01 through 310.050.

Concrete sidewalk will be measured in square metres regardless of the thickness specified.

Concrete sidewalk depth shall be 125 mm and shall include a 25 mm granular levelling course and 200 mm depth of 20 mm crusher run limestone at driveways and where sidewalk or lockstone boulevard are adjacent to the curb and gutter.

The width of the concrete sidewalk is to be as shown on the construction drawings.

Payment at the Contract price for 'Concrete Sidewalk' shall be full compensation for all labour, equipment and material necessary to do the work including the excavation and disposal of material and the supply, placing, watering and compacting of all foundation materials.

Item A18 Remove and Replace Concrete Walkway / Steps OPSS 351, 352, 510

The unit price shall include all costs for the excavation, disposal of material, grading, and compaction of subgrade and Granular "A" and the removal and placement of concrete walkway (min. 150 mm depth – 30 Mpa) and concrete steps and backfill. Limit of walkway removal to be determined by the Engineer during construction.

Payment shall be per square metre of concrete walkway or steps replaced.

Item A19 Adjust Existing Maintenance Holes and Catchbasins OPSS 408

Compaction of granular backfill material shall be 100% of the maximum dry density.

Only interlocking precast concrete adjustment units shall be used for adjusting manholes and valve chambers.

The Contractor shall restore the adjacent area as soon as practical after the work, including the removal and replacement of the existing asphalt as required.

All existing adjustment units and bricks shall be removed and replaced with precast concrete adjustment units. The inside and outside of all new rings shall be parged with cement mortar. The minimum for payment per manhole, catch basin, ditch inlet and valve chamber is 0.3 m, and shall include the supply of all materials, equipment and labour involved in removing existing concrete and bricks, resetting of ladder rungs, frames and grates and rebuilding as required to the proposed pavement elevation. The unit price tendered shall include removal of the existing asphalt, concrete and bricks off site. Adjustment of manholes or valve chambers shall be per manhole / catchbasin adjusted.

Valve boxes shall be adjusted to base asphalt grade or finished boulevard grade. The unit price tendered for adjusting valve boxes shall include all costs associated with adjusting the existing valve boxes. Adjustment of valve boxes shall be paid per valve box adjusted.

Item A20 Water for Dust Control OPSS 506

Supply and place water for dust control as directed by the Engineer. The Contractor is responsible for obtaining the source for water. Pay quantity shall be based on the volume of water used according to daily sheets prepared by the Engineer and Contractor.

Item A21 Calcium Chloride for Dust Control**OPSS 506**

The Contractor shall supply calcium chloride in 40 kg bags and shall apply the calcium chloride for dust control as directed by the Engineer.

Item A22 Traffic Control

This item is for the extra cost involved for maintaining traffic throughout the site as specified in the Special Provisions - General, and for carrying out other activities as specified herein, and required in connection with this specification. All traffic control operations and activities shall be governed by the guidelines as set out in the Ontario Traffic Manual – Book 7 (latest edition).

Before construction work starts, the Town will require a detailed Traffic Control Plan for the control of through traffic for the project and where applicable, details for the safe passage of pedestrians through the construction area. A Traffic Protection Plan for worker safety is also required as indicated in the OHSA. The Contractor shall note that the watermain and sewer connections on Timothy Street will require specific traffic control plans. These plans must be submitted a minimum of 14 days prior to the planned construction on these streets.

Cedar Street shall be kept open to through traffic as much as possible and access to all businesses and residences must be maintained at all times. The Contractor shall notify all emergency services whenever through access is not possible. Whenever possible, when the day's work is completed, normal traffic flow shall be resumed.

Access shall be maintained at all times, regardless of weather or construction staging, to all businesses and residences having access to the road and safe and adequate passage for pedestrians shall be maintained. If the Contractor fails to maintain access, the Town may take whatever action it deems necessary and charge the costs back to the Contractor.

The Contractor shall supply and place all construction signs using direct buried posts as required, prior to the start of construction. The Contractor shall remove all construction signs and posts upon the completion of the Contract.

Proper traffic control shall be maintained at all times during construction. The Contractor will be responsible for providing, maintaining and relocating where necessary, sufficient signs, delineators, barricades, lights, flashers, etc., and providing such flag persons as are required so that motorists and pedestrians are properly directed to ensure safety.

If, in the opinion of the Engineer, proper traffic control is not maintained, the Contractor shall immediately modify his operation to the satisfaction of the Engineer including the supply and placement of additional granular materials to provide a temporary driving lane. If the Contractor fails to take immediate action, the Engineer may take such action as he considers necessary and required and deduct the cost from monies owing the Contractor.

The performance of such work under the direction of the Engineer shall in no way relieve the Contractor from any responsibility or damages which may occur during its performance or after such precautions have been carried out by the Engineer.

The cost of all labour, granular and asphalt materials, equipment, flag persons, signs, lights, etc., required to maintain both vehicular and pedestrian traffic, shall be included in the lump sum tendered for 'Maintenance of Traffic'.

All trenches constructed in existing roadways shall be restored to match the existing road structure. Restoration shall be completed within twenty-four (24) hours of the completion of the trench. Where the trench is constructed in stages and there is a delay between them, restoration shall be done in stages and completed not more than twenty-four (24) hours after the completion of each stage.

In areas where the final lift of asphalt is not placed before winter shut-down, all catch basins, maintenance holes, valve chambers and any other structure in the roadway shall be adjusted flush with the base asphalt in order to provide snowplough protection. Temporary asphalt curb shall be installed at catch basins and maintenance holes in the curb line to contain road drainage. Subsequent removals and adjustments to final elevation shall be made immediately prior to placement of the surface course asphalt. The costs for the above noted work shall be considered included in the Maintenance of Traffic item.

Commencing from the first day of work, the Contractor will be responsible for the maintenance of the work at all times until the Contract has been accepted. This will include maintenance of the existing roadway within the Contract limits even if the Contractor has not yet begun work in a particular area.

Payment for all work outlined in this specification shall be included in the lump sum price tendered for 'Maintenance of Traffic'. This item shall include all streets in this Contract. Payment shall be made on each payment certificate based on the value of work completed to date as a percentage of the total contract amount. The total value of this item shall not exceed 100% of the Contract lump sum price.

Item A23 Field Office

The Contractor shall supply a field office for the use of the Town representatives for the duration of the entire contract. The structure and furniture shall be of a standard usual in the trade for this type of construction.

The field office shall have a minimum floor area of 15 square metres with screened windows and lockable door. It shall be furnished with an office desk, desk chair, drafting table and four chairs. It shall be provided with electricity and acceptable lighting, cooling and heating, and water cooler and water.

The Contractor shall provide lockable sanitary facilities independent of the Contractor's facilities for the use of the Town representatives.

Payment shall be as follows:

- 75% Supply and installation;
- 25% Removal.

Item A24 Survey Layout

This item is for the setting out of works for this project.

The Contractor shall use qualified personnel to do the layout work. They shall be thoroughly experienced in surveying and have extensive previous experience in construction layout.

The Town of Newmarket will supply the Contractor with the digital AutoCad files of the design, and a list of benchmark elevations. From these benchmarks and points of reference the Contractor will do his complete construction layout. The Town will be responsible only for the correctness of the information supplied. The Contractor will not be responsible for the taking of final cross-sections.

The Contractor will be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimensions and alignment of all parts of the work, and for the provision of all necessary instruments and labour for the construction layout. If, at any time during the progress of the work, any error shall appear or arise in the positions, levels, dimensions or alignment of any part of the work, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer. The checking of the setting out of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the correctness of the work.

The Contractor shall supply the Engineer with a copy of all necessary information to enable him to use the Contractor's field layout. All information, both on work sheets and on stakes, shall be neat and legible.

Payment for this item shall be made at the Contract lump sum price and shall include all labour, equipment and materials necessary to completely lay out the work. Payment shall be made on each payment certificate based on the Engineer's estimate of the amount of layout completed. The layout required due to alterations in Contract items shall be considered incidental to the work of the item; therefore, no change will be made to the lump sum bid for this item.

This specification shall be used in conjunction with Items 13 and 14 of the Special Provisions - General.

Payment shall be per square metre of driveway restored.

Item A25 Topsoil (Imported) OPSS 570

The requirements of OPSS 570 and the Town of Newmarket Standard Specifications for Topsoil shall apply.

The Contractor shall meet the testing requirements as specified in the Town of Newmarket Standard Specification for Topsoil. The Contractor will be required to conform to recommendations from soil testing agency with respect to improvement of tested topsoil. Adjustment of fertilizer rates and / or additional of other additives to conform to soil testing recommendation shall be deemed to be included in the unit price bid for topsoil.

Areas damaged by the Contractor beyond the slope limits shall be restored with topsoil where necessary prior to carrying out sod or seed repairs. No payment will be made for this work.

Measurement for payment shall be obtained from the area sodded as specified and shall include all costs for the supply, placement, grading, fertilizing and for all other items of work necessary to complete the topsoiling in accordance with Contract requirements.

Item A26 Sod OPSS 571

The requirements of OPSS 571 and the Town of Newmarket Standard Specifications for Topsoil shall apply.

The following shall form part of the sodding specification:

1. Areas where the ground cover has been damaged by the Contractor beyond the slope limits shall be restored at the Contractor's expense and shall not be included in the area measured for payment.
2. The warranty period for the sod shall be one year from date of placement.

3. Sod shall be No. 1 grade Kentucky Blue Grass / Fine Fescue Nursery Sod.
4. If the Contractor requests a remeasurement of the sod area and the remeasured area is less than or equal to the area measured for proposed payment, then the remeasured area will be used for payment and the Contractor will pay all costs for the remeasurement and recalculation of the quantity.

If the remeasured area exceeds the area measured for proposed payment, the remeasured quantity will be used for payment and the Town will bear all costs of measurement and recalculation.

The staking specified in Subsection 571.07.05 shall be a suggested procedure only as the Contractor is responsible for acceptable growth as specified elsewhere in the Specifications and he shall do whatever he considers necessary to obtain acceptable growth.

Subsections 571.09.01 and 571.10.01 is amended by deleting separate tender items for staked and unstaked sod. Staking shall be carried out where required and shall be included in the Contract price.

The Contractor will be responsible for the protection of sodded areas. This protection shall include the repair of sodded areas with additional sod, including the restoration of the slope itself and the supply of additional topsoil, until the final acceptance of the work, subject to the following paragraph.

Item A27 Earth Sub-excavation (Provisional)

OPSS 206

The unit price tendered shall include excavation and disposal off-site of unsuitable material within the proposed roadway and the supply, placement and compaction of 50 mm CRL. as directed by the Engineer.

Item A28 Silt Control Fencing

The unit price tendered shall include all costs associated with the supply, installation, maintenance and removal of silt control fencing as per OPSD 219.110. Payment shall be per metre of fence installed and shall be paid as follows:

- 25% for installation;
- 50% for maintenance distributed over the length of the contract;
- 25% for removal.

Special Provisions – Items

Part B – Water Mains

The water main shall be constructed in accordance with the *Town of Newmarket Standard Specifications for Water Mains*, and the *Ontario Provincial Standard Specifications (OPSS)*. All water mains to conform to AWWA C900 and CSA B137.3 with a rated working pressure of 1050 kPa. The descriptions of the following items correspond to the items in Schedule 1 (Items and Unit Prices) and are provided to clarify the basis for payment.

Item B1 Water Main

OPSS 441

Trench Excavation

- Field location and protection of existing utilities in advance of the excavation including existing water services.
- Careful removal, storage and replacement of obstructions including culverts, headwalls, catch basins, fences, curbs, interlocking stones, and shrubbery.
- Excavation, removal and disposal of surplus excavated material off site.
- Shoring, dewatering.
- Maintenance of existing water main and appurtenances until new main is commissioned.
- Protection of existing road surface.
- Co-ordination of works with local residents to minimize disruption to access and water supply.
- The water main item includes all necessary removals and restoration unless it is already specified elsewhere.

Pipe Installation in Open Cut

- Layout of the water main installation.
- Supply and installation of water main material including bends, tees and other fittings, joint restrainers and tie rods or retainer gland where required. **Note all watermain joints are to be restrained.**
- The alignment and grade of the proposed water main are subject to field adjustment if conflicts with existing utilities are encountered or if the ground conditions warrant. No extra payment will be allowed for alignment changes which can be accomplished by pipe deflection and no extra payment will be allowed for grade changes of 300 mm or less.
- Locating the existing water main to confirm elevation prior to construction of the new water main.
- Supply, placement and compaction of imported granular bedding material per OPSD 802.010. Bedding and cover material for PVC water main shall be Granular A.
- Supply and installation of 50 mm thick rigid Styrofoam insulation around water main where distance between water main and manhole, catch basin or storm sewer is less than 1.2 m.

- Supply and installation of tracer wire (solid 10 gauge) with PVC pipe.
- Install 5.5 kg zinc anode on each fitting (e.g. bend, tee, joint restrainers) as per OPSD 1109.011 and 14.5 kg magnesium anode on existing connection to ferrous watermain as per NMSD 309.00.
- Placing, cutting and jointing of pipe fittings.
- Construction of restrainers at fittings. All pipe joints to be restrained.
- Installation of temporary plugs and blow-offs for pressure testing.
- All water main pipes to be delivered with end caps.
- Backfill trench with unshrinkable fill.
- For the watermains that are located within Timothy Street the restoration of the trench with 300 mm depth of 50 mm CRL, 150 mm depth of 19 mm CRL, 50 mm of HL8 and 40 mm of HL3 will be paid under the unit prices for each of these items under Roadworks.
- Temporary restoration of surfaces to carry traffic and pedestrians.

Pay quantity shall be based on the horizontal length measured over the centre line of pipe, through all main line valves, fittings and shall include the length of installation through chambers.

Item B2 Valve and Box

OPSS 441

- Excavation and backfill as per Item B1.
- Supply and installation of all fittings and pipe necessary for connection to the water main.
- Supply and install 11 kg zinc anode on each valve as per STD. DWG. NMSD - 309.00.
- Supply and installation of gate valve and valve box. Valve stem extension where required. Valve box shall be MVB composite as supplied by Mueller Canada.

Pay quantity shall be based on the number of units installed.

Item B3 Hydrant and Valve**OPSS 492, 441**Hydrant

- Excavation and backfill as per Item B1.
- Granular A bedding.
- Supply, placing, cutting and joining of pipe riser.
- Supply and installation of anchor tee or flanged outlet, gate valve, valve box, hydrant, lead and restraints.
- Supply and install 11 kg zinc anode on each hydrant as per STD. DWG. NMSD - 309.00
- Supply, placing and compacting select native backfill.

150 mm Lead

- Excavation as per Item B1.
- Supply and installation of anchor tee or flanged outlet, gate valve, valve box, hydrant, lead, restraints and thrust blocking as per STD. DWG. NMS - 306.00
- Supply and install 11 kg zinc anode on each hydrant as per STD. DWG. NMSD - 309.00
- Supply, placing and compacting granular bedding and backfill (unshrinkable fill).

Pay quantity shall be for the number of units installed.

Item B4 Remove Existing Hydrant**OPSS 510**

- Excavation as per Item B1.
- Removal and disposal of existing hydrant, secondary valve and box and lead. Hydrant shall be delivered to the Town's Works Yard.
- Unshrinkable fill backfill.

Pay quantity shall be for the number of units removed.

Item B5, B6 Water Services**OPSS 441**

Connections shall not be made until pressure testing, chlorination and water testing have been completed and approved by the Engineer. Water services are to be installed to a minimum depth of 1.8 m below ground. All brass service fittings to be "lead free" and approved by the Town. All existing water services 25 mm and smaller are to be replaced with 25 mm copper water services

Construction by Open Cut

- Excavation as per Item B1.

- Supply and installation of main stop, curb stop, 5.5 kg zinc anode and construction of Type K copper water service connection as per STD. DWGS. NMS - 307.00 AND NMSD - 309.00
- Coupling of new pipe with the existing service at property limit.
- Backfill trench with unshrinkable fill.
- Existing water services may be deeper than 1.8 m at the streetline and the Contractor shall assume that they may be up to 2.8 m in depth. No additional payment shall be made for water service connections where the depth is less than or equal to 2.8 m.
- Pay quantity shall be for the number of services installed for each category.

Item B7 Swab, Pressure Test, Flush and Disinfect Watermain**OPSS 441**

Cleaning, pressure testing, flushing, disinfection and testing of water main shall be in accordance with *Town of Newmarket Watermain Testing Requirements*, including the installation of blow-off taps and/or bypasses that may be required.

All works associated with leakage testing, swabbing, chlorination and sterilization of the water main is to be performed by a company specializing in this work, (such as A-1 Hydrant, Jackson-Tkach or Canadian Pipeline Cleaning) or a company approved by the Engineer.

As each section of the water main is installed, it is to be swabbed, disinfected, flushed and pressure tested prior to connection to existing mains and services. Should the water main fail any testing, remedial work is to be undertaken immediately and re-tested, such that each section can be completed and successfully tested as soon as possible. A section is defined as being between valves. The main shall be installed, swabbed, disinfected and tested prior to the connection of services. The services shall be connected under pressure and inspected for leakage by the Engineer prior to backfilling.

The Town shall collect the water samples and arrange for the testing. The Contractor shall allow two weeks to complete the bacterial analyses of the water samples. The water main is not to be connected until all samples have proven to be satisfactory. Additional costs of sampling and lab testing will be the responsibility of the Contractor.

This item shall include all labour, materials and equipment to carry out all cleaning, testing, disposal of test water and all other associated work, including supply, installation and removal of temporary connection as per Town of Newmarket Standards.

Pay quantity shall be based on a lump sum.

Item B8 Connect to Existing Water Main**OPSS 441**

Connections shall not be made until pressure testing, chlorination and water testing have been completed and approved by the Engineer. The Contractor shall notify affected residents and businesses of temporary water shut-off at least 48 hours in advance.

- Excavation as per Item B1.
- Locating existing water main.
- Supply and installation of bypass piping as per Town of Newmarket Standard W5 (included in the Town of Newmarket's "Standard Specifications for Water Main") and removal of bypass piping after testing and connection is completed.
- Pipe to suit and couplings.
- Supply and installation of tapping sleeve and valve (for perpendicular connections).
- Supply and install 5.5 kg zinc anode on each fitting (e.g. bend, tee, joint restrainers) as per STD. DWG. NMSD. 309.00.
- Supply and construction of restrainers.
- Supply and installation of connecting pipe fittings. Backfill trench with unshrinkable fill.

Pay quantity shall be based on a lump sum for each connection.

Item B9 Drain, Plug and Abandon Water Main**OPSS 510**

- Excavation and backfill as per Item B1.
- Draining of existing water main at all low points.
- Supply and installation of concrete plug at all open ends of abandoned water main.

Pay quantity shall be the actual number of points where the water main is drained and plugged.

Item B10 Remove Existing Valve and Valve Box**OPSS 510**

- Excavation as per Item B1.
- Removal and disposal of existing valve and box.
- Unshrinkable fill backfill.

Pay quantity shall be for the number of units removed.

Item B11 45° Water Main Bend - Provisional Item**OPSS 441**

This item shall only apply where authorized by the Engineer to deviate the water main to avoid conflict with an existing utility.

- Supply and install water main bend.

Pay quantity shall be based on the number of units installed.

Item B12 20 mm Clear Stone Bedding – Provisional Item

This item shall only apply where authorized by the Engineer.

- Supply and placing 20 mm clear stone (OPSS 31d) bedding wrapped in geotextile as directed by the Engineer including excavation and disposal of unsuitable native material.

Pay quantity shall be based on the weight of the clear stone placed in tonnes.

Item B13 Temporary By-pass Water Supply**OPSS 441**

The work shall include the supply of all labour, material and equipment required for the following operations: installing the temporary line, temporary fire hydrants and connections, valves and check valves where required, supply connections, chlorination, protection of the installation from damage, temporary shut-off of private services by operation of curb-stops or such other means as required, removal of temporary service connections and by-pass line and restoration of the site upon completion of the work.

Temporary by-pass lines shall be supplied by connections at each end of the line where practical. Where the ends are at different pressure districts, a check valve shall also be installed. Valves shall be installed in the by-pass in the vicinity of existing main line valves on the line being cleaned and lined and also where 50 mm by-pass connects into 100 mm and by-pass line or at such other locations as the Contract Administrator may direct. The existing water main shall not be removed from the service until the Contract Administrator has approved the installed by-pass line.

The Contractor shall maintain the temporary water service lines in a safe operative condition at all times and shall be responsible for the prevention of injury to persons and damage to property. The Contractor to the satisfaction of the Contract Administrator shall provide safeguards, but such provisions shall not relieve the Contractor of full responsibility for the adequacy of protection.

The Contractor must repair any leaks that are found or that may develop on any portion of the temporary by-pass pipe. If a leak is not repaired, the Contract Administrator may deduct from the Contractor's progress payment the cost of the water lost as a result of the leak. Moreover, should it be necessary for Town Forces to repair any portion of the by-pass system as a result of the Contractor not responding within a 2 hour period, any costs incurred by the Town for such repairs will be deducted from the Contractor's progress payment.

TEMPORARY SERVICE CONNECTIONS

The pipe, hose and all other materials which are to be furnished by the Contractor for use in conjunction with the temporary service pipe and temporary connections to property services and branches shall be approved by the Contract Administrator, and shall be fully adequate to withstand the pressures and all other conditions of use and shall be of material which does not impart any taste or odour to the water in accordance with NSF 61 Standard. The pipe and fittings shall provide adequate water tightness and care shall be exercised throughout the installation of any temporary pipe and service fittings to avoid the possible pollution of any Town main or property services or contamination of the temporary service pipe proper. Flushing of the private service connections and chlorination of the by-pass line prior to their use will be required. The temporary service connections shall be valved near the point of connection to the by-pass and also to the private plumbing system so that both the by-pass line and private services may be chlorinated except for the final connection. During freezing, stormy or inclement weather, no work shall be done except that which is incidental to cleaning or lining, unless otherwise directed by the Contract Administrator. No by-pass service pipe or property service connections shall be installed during freezing or inclement weather and pipes already in use shall be removed or drained and services restored when so directed by the Contract Administrator. Removal and re-installation of such pipes or services shall be done at the Contractor's expense.

Each property shall have its own temporary water service connection to the by-pass pipe and a connection to the private plumbing via a wye at an outside tap. The branching of wyes from a single spigot shall not be permitted; nor will connecting homes in series.

The Contractor shall assume that all temporary water services will require excavation and connection to the existing water service underground. The Contractor must cover the connection "pit" with a steel plate that is to remain in place until the temporary water service is no longer required. All costs associated with connecting the temporary water supply to the existing water services is to be included in the lump sum price bid.

It shall be the responsibility of the Contractor to ensure an adequate water supply at all times. During the construction process, the Contractor will be responsible to restore a customer's water supply within a two hour time period upon notification from the Contract Administrator.

TEMPORARY HYDRANTS

The Contractor shall furnish, install and maintain temporary fire hydrants and the necessary valves and fittings. These temporary hydrants shall be connected to 100mm diameter by-pass pipe and placed in locations as instructed by the Contract Administrator. The temporary hydrants shall be 62 mm nozzles with 5 threads per 25mm. The operating nuts shall be 32mm square. The hydrants will be set in such a manner that the Fire Services will have no difficulty making a connection with a fire hose, and where they will cause least obstruction to vehicular and pedestrian traffic and will be least likely to be damaged. Temporary fabricated fire hydrants are acceptable. A sketch of the hydrant the Contractor proposes to use must be submitted prior to commencement of work. All temporary hydrants, valves, fittings, and service pipe and all other material shall be adequate to withstand the pressures and conditions of use and shall provide adequate water-tightness. Before permanently shutting down the water main that is to be cleaned and lined, the Contractor shall test all temporary hydrants and valves to be sure that they are in proper working order.

All temporary hydrants must have reflective tape on the barrel for increased visibility. The temporary hydrants must stand in an upright position at all times.

Once put into use, the temporary hydrants shall be maintained until the existing hydrants are restored to service. The hydrants which are out of service during construction operations shall be bagged and clearly marked with a "HYDRANT OUT OF SERVICE" tag.

BURYING BY-PASS

When directed by the Contract Administrator, the Contractor shall cut and remove asphalt across streets to permit burying the by-pass pipe without disturbing the concrete base, and shall replace the asphalt when the pipe is removed. Under no circumstance is a pipe road crossing to remain open and unprotected from vehicular and pedestrian traffic.

CONNECTION TO HYDRANTS

All temporary by-pass service attachments to fire hydrants shall be made with an approved back-flow prevention device and shall be made in such a manner that if it becomes necessary they can be easily removed so that the hydrant can be used for fire fighting purposes.

DISINFECTION OF TEMPORARY BY-PASS/SERVICE

Current approved Town disinfection practices must be adhered to.

Payment for the temporary by-pass water main will be paid as follows:

- 50% - upon completion of installation including testing and service connections;
- 50% - upon removal;

Item B14 Plug Existing Watermain Tee

This item shall include all costs for the supply of material, equipment and labour to plug the existing tee at the existing watermain connection on Timothy Street after the existing watermain has been taken out of service.

Pay quantity shall be lump sum.

Special Provisions - Items

Part C– Sanitary Sewer

The sanitary sewer shall be constructed in accordance with the Ontario Provincial Standard Specifications (OPSS). The descriptions of the following items correspond to the items in Schedule 1 (Items and Unit Prices) and are provided to clarify the basis for payment.

Item C1**Sanitary Sewer****OPSS 410**Trench Excavation

- Field location and protection of existing utilities in advance of the excavation including sanitary services.
- Careful removal, storage and replacement of obstructions including culverts, headwalls, catchbasins, fences, curbs, interlocking stones and shrubbery.
- Excavation, removal and disposal of surplus excavated materials off site.
- Sanitary sewer excavation to be vertical trench.
- Shoring and dewatering.
- Maintaining existing sewers in service until new sewers are commissioned. Contractor shall note that new sewer is to be constructed in the same location as the existing sewer.
- Bypass pumping if necessary to construct new sewer. Bypass pumping will not be permitted overnight or on weekends. The existing sewer flows will not be allowed to flow into the excavation. The Contractor shall ensure that no sanitary sewage flow enters the excavation. The Contractor shall be aware that the existing sanitary sewer is a sub-trunk sewer and therefore has high flows at all times. The Contractor must submit a plan for maintaining existing flows at least 1 week prior to the start of the sanitary sewer construction. The Contractor's plan must be agreed to by the Contract Administrator and the Town prior to starting work on the sanitary sewer.
- Protection of existing road surface.
- Co-ordination of works with local residents to minimize disruption to access.
- Removal of existing sanitary sewer when new sewer is to be installed in the same approximate location as the existing sanitary sewer.
- Temporary connections between existing sewer and new sewer where required to maintain flows in existing sewers during construction of new sewers.
- The sanitary sewer items include all necessary removals and restoration unless it is already specified elsewhere.

Pipe Installation

- Layout of the sanitary sewer installation.
- Supplying, shaping and compacting granular bedding.

- Supply, installation and jointing of pipes and fittings – sewers shall be laid to match design grades ± 25 mm.
- Connection to existing and proposed manholes and sewer pipes.
- Backfill trench with unshrinkable fill.
- For the sewer that are located within Timothy Street the restoration of the trench with 300 mm depth of 50 mm CRL, 150 mm depth of 19 mm CRL, 50 mm of HL8 and 40 mm of HL3 will be paid under the unit prices for each of these items under Roadworks
- Temporary restoration of surfaces to carry traffic and pedestrians.
- The contractor shall be aware that the existing sanitary sewer and sanitary laterals may be asbestos cement pipe and therefore the contractor shall ensure that the Ontario Health and Safety Act is followed when working with pipe containing asbestos. The contractor shall include all costs associated with the handling and disposal of asbestos pipe in the prices bid for sanitary sewer.

Deflection Test of PVC Pipes

A deflection test shall be performed on all sewers constructed using PVC material. A suitably designed device as defined below shall be pulled through the sewer to demonstrate that the pipe deflection is within acceptable tolerances. The maximum deflection, measured not earlier than 30 days after completion of backfilling and installation of service connections shall not exceed 5.5% of the internal diameter of the pipe.

The suitably designed device shall be a mandrel, cylindrical in shape, and constructed with an odd number of evenly spaced arms or prongs (minimum 9 in number). The minimum diameter of the circle scribed around the outside of mandrel arms shall be equal to the allowable deflected pipe diameter - 1 mm. The contact length (L) of the mandrel shall be measured between points of contact on the mandrel arm or between sets of prongs. This length shall not be less than that shown on the following table:

Nominal Pipe Size (mm)	Contact Length (L)
150	100
200	150
250	200
300	250
375	300
450	350
525	450
600	500

The mandrel shall be checked with a go-no-go proving ring. The proving ring shall have a diameter equal to the computed deflected diameter ± 1 mm. An acceptable mandrel shall not pass through the proving ring. The proving ring shall be fabricated from 6 mm minimum thick steel.

Any section of pipe that does not allow the mandrel to pass shall be considered to have failed the deflection test.

All sections of pipe that fail the deflection test shall be repaired and retested. All costs associated with the deflection testing are to be included in the unit price for the sanitary sewers.

The 450mm PVC DR 25 sanitary sewer shall be constructed to watermain specifications and pressure tested to 350 kpa.

Pay quantity shall be based on the horizontal length measured over the centre line of the pipe from centre to centre of maintenance holes unless otherwise specified.

Item C2 Maintenance Holes

OPSS 407

- Excavation as per Item C1.
- Supply and installation of precast maintenance holes and connection of all pipes as per OPSD 1001.01, including connection of existing sanitary sewer on Timothy Street to the new maintenance hole.
- Supply of concrete and construction of benching as per OPSD 701.021
- Supply and installation of maintenance hole frame and covers. Section 407.07.16 of OPS 407 is modified by the deletion of the first three paragraphs and replacement with the following:
 - When a manhole is constructed in a location where asphalt pavement will be placed, payment at the Contract unit price for manholes shall include full compensation for all labour, equipment and materials to provide 3 piece adjustable frame and grates such as Laperle Foundry "AutoStable" C-50M-ONT, Mueller "Adjustable", or approved equivalent. Resilient seat models shall not be used.
 - When a manhole is constructed in a location where asphalt pavement will not be placed, the grate shall conform to OPSS 401.010, Type A.
- Supplying all other equipment and materials required to complete the maintenance holes.
- Drop structure where specified on the contract drawings.
- Manholes to be set to top asphalt (HL3) elevation.
- Safety platform on all maintenance holes greater than five metre depth.
- Unshrinkable fill backfill.

Pay quantity shall be based on a lump sum for each maintenance hole.

Item C3 Remove Sanitary Maintenance Holes

OPSS 510

The tender item shall include excavation and removal of the maintenance hole off-site and supply and backfill with unshrinkable fill.

The item shall include all equipment, labour and materials to complete the work.

Item C4 Sanitary Laterals

OPSS 410 450 460

The proposed sanitary sewer shall be constructed prior to the replacement of the sanitary laterals and tees shall be installed on the sewer to permit the connection of the laterals without unnecessary bends. The new sewer is to be installed in the same location as the existing sewer therefore all existing laterals are to be reconnected to the new sewer until they are replaced.

The contractor shall be aware that the existing sanitary sewer and sanitary laterals may be asbestos cement pipe and therefore the contractor shall ensure that the Ontario Health and Safety Act is followed when working with pipe containing asbestos. The contractor shall include all costs associated with the handling and disposal of asbestos pipe in the prices bid for sanitary laterals.

Construction by Open Cut

- Excavation as per Item C1.
- Removal and disposal of existing services where applicable.
- Supply, placing and compaction of granular bedding material per OPSD 802.010.
- Supply, placing, jointing of pipe (PVC DR 28) per OPSD 1006.020.
- Backfill trench with unshrinkable fill.

Pay quantity shall be for the number of services installed

Item C5 Abandon Existing Sanitary Sewer OPSS 510

The tender item shall include the plugging of the sanitary sewer at each end and filling the existing sanitary sewer with 0.4 MPa grout.

The item shall include all equipment, labour and materials to complete the work.

Item C6 CCTV Camera Inspection OPSS 409

- Mobilization of all necessary equipment on site.
- Flushing of sewers and disposal of dirt, grease, silt and debris after the completion of base asphalt.
- Inspection of sewers by a competent sub-contractor that has been approved by the Town of Newmarket.
- Submission of written report and on disk as per OPSS 409.
- Submission of compact disc as per OPSS 409.

Pay quantity will be based on the horizontal length measured over the centre line of the pipe from centre to centre of maintenance holes. If the CCTV inspection reveals any defects in the Contractor's work, the Contractor shall repair the defect at his sole cost. After the repair is complete, remaining debris shall be removed and the sewer reinspected between the maintenance holes at the Contractor's expense.

Item C7 Locate Sanitary Laterals

The proposed sanitary sewer will not be constructed in the same location as the existing sanitary sewer therefore the location of the sanitary laterals on the east side will be identified during installation of the new sanitary sewer. However, the CCTV investigation conducted by the Town of Newmarket of the existing sanitary sewer identified more sanitary connections to the existing sanitary sewer than there are existing properties for this section of Cedar Street. The approximate location of the existing services is shown on the profile drawing.

The Contractor shall locate all “live” laterals prior to the construction of the sewer. The Contractor shall submit a plan to the Engineer that illustrates the location of the “live” laterals – this plan must be accepted by the Engineer prior to construction of the sewer. The Contractor shall use whatever means that may be necessary to locate the “live” laterals, including smoke testing, dye testing, CCTV inspection, electronic locaters, test digs, etc. The Contractor shall assume that access to properties will only be possible during evenings and weekends. The Contractor shall be responsible for scheduling access to houses with the property owners.

This item includes backfilling of test pits with Granular B in 200 mm lifts and compaction of each lift to 98% Standard Proctor Density. Pay quantify shall be based on the number of “live” sanitary laterals located.

Special Provisions - Items

Part D – Storm Sewers

The storm sewer shall be constructed in accordance with the Ontario Provincial Standard Specifications (OPSS). The descriptions of the following items correspond to the items in Schedule 1 (Items and Unit Prices) and are provided to clarify the basis for payment.

Item D1 Storm Sewer

OPSS 410

This item covers the proposed storm sewer as well as the proposed catch basin leads.

Trench Excavation

- Field location and protection of existing utilities in advance of the excavation including water services.
- Careful removal, storage and replacement of obstructions including culverts, headwalls, catchbasins, fences, curbs, interlocking stones and shrubbery.
- Excavation, removal and disposal of surplus excavated materials off site.
- Shoring and dewatering.
- Maintaining existing sewers in service until new sewers are commissioned.
- Bypass pumping if necessary to construct new sewer. Bypass pumping will not permitted overnight or on weekends.
- Protection of existing road surface.
- Co-ordination of works with local residents to minimize disruption to access.
- The storm sewer items include all necessary removals and restoration unless it is already specified elsewhere.

Pipe Installation

- Layout of the storm sewer installation.
- Supplying, shaping and compacting granular bedding.
- Supply, installation and jointing of pipes and fittings – sewers shall be laid to match design grades ± 25 mm.
- Supply and installation of perforated pipe subdrain with geotextile as shown on the drawings per OPSD 809.010 wherever the storm sewer is located under the proposed curb and gutter.
- Backfill trench with unshrinkable fill.
- Connection to existing manholes and catchbasins.
- Concrete pipe support at catchbasins and maintenance holes as per OPSD 708.020.
- Supply and installation of 50 mm thick rigid Styrofoam insulation above and beside 250-300 mm storm sewer where cover above storm sewer is less than 1.5 m or as shown on the drawings.

- Temporary restoration of surfaces to carry traffic and pedestrians.

Deflection Test of PVC Pipes

A deflection test shall be performed on all sewers constructed using PVC material. A suitably designed device as defined below shall be pulled through the sewer to demonstrate that the pipe deflection is within acceptable tolerances. The maximum deflection, measured not earlier than 30 days after completion of backfilling and installation of service connections shall not exceed 5.5% of the internal diameter of the pipe.

The suitably designed device shall be a mandrel, cylindrical in shape, and constructed with an odd number of evenly spaced arms or prongs (minimum 9 in number). The minimum diameter of the circle scribed around the outside of mandrel arms shall be equal to the allowable deflected pipe diameter - 1 mm. The contact length (L) of the mandrel shall be measured between points of contact on the mandrel arm or between sets of prongs. This length shall not be less than that shown on the following table:

Nominal Pipe Size (mm)	Contact Length (L)
150	100
200	150
250	200
300	250
375	300
450	350
525	450
600	500

The mandrel shall be checked with a go-no-go proving ring. The proving ring shall have a diameter equal to the computed deflected diameter +/- 1mm. An acceptable mandrel shall not pass through the proving ring. The proving ring shall be fabricated from 6mm minimum thick steel.

Any section of pipe that does not allow the mandrel to pass shall be considered to have failed the deflection test.

All sections of pipe that fail the deflection test shall be repaired and retested. All costs associated with the deflection testing are to be included in the unit price for the sanitary sewers.

Pay quantity shall be based on the horizontal length measured over the centre line of the pipe from centre to centre of maintenance holes unless otherwise specified.

Item D2 Remove Catch Basins and Maintenance Holes

OPSS 510

The tender item shall include excavation and removal of the maintenance hole or catchbasin off-site and supply and backfill with Granular 'B' compacted to 98% Standard Proctor Density in 150 mm lifts.

The item shall include all equipment, labour and materials to complete the work.

Item D3, D4 Maintenance Hole, Catchbasin Maintenance Holes and Catchbasins

OPSS 407

- Excavation and backfill as per item D1.

- Supply and installation of precast maintenance holes, catchbasin maintenance holes, catchbasins and double catchbasins and connection of all pipes as per OPSD 708.02.
- Supply of concrete and construction of benching as per OPSD 701.021.
- Supply and installation of maintenance hole frame and covers. Section 407.07.16 of OPS 407 is modified by the deletion of the first three paragraphs and replacement with the following:
 - When a manhole is constructed in a location where asphalt pavement will be placed, payment at the Contract unit price for manholes shall include full compensation for all labour, equipment and materials to provide 3 piece adjustable frame and grates such as Laperle Foundry "AutoStable" C-50M-ONT, Mueller "Adjustable", or approved equivalent. Resilient seat models shall not be used.
 - When a manhole is constructed in a location where asphalt pavement will not be placed, the grate shall conform to OPSS 401.010, Type A.
- Supplying all other equipment and materials required to complete the maintenance holes and catchbasins.
- Connection to existing sewer, including breaking into and installation on an existing sewer.
- Drop structure where specified on the contract drawings.
- Safety platform on all maintenance holes greater than five metre depth.
- Placing and compacting granular 'B' backfill around the maintenance holes and catchbasins.
- Catch basin frames and grates shall be adjusted to base asphalt. Concrete curb and gutter will be terminated on each side of the catch basin structure with 2 - 15 M x 2.5 m long dowels in each curb provided for the future connection to the completed curb and gutter at each curb provided for the future connection to the completed curb and gutter at each catch basin. Unit price also includes asphalt curb behind each catch basin as per OPSD 601.010. Maintenance holes to be adjusted to base HL8 asphalt.
- Pay quantity shall be based on a lump sum for each maintenance hole, maintenance hole catchbasin, catchbasin and double catchbasin.

Item D5 CCTV Camera Inspection

OPSS 409

This item covers the CCTV camera inspection of the new storm sewers.

- Mobilization of all necessary equipment on site.
- Flushing of sewers and disposal of dirt, grease, silt and debris after completion of base asphalt.
- Inspection of sewers by a competent sub-contractor that has been approved by the Town of Newmarket.
- Submission of written report and on disk as per OPSS 409.
- Submission of compact disc as per OPSS 409.

Pay quantity will be based on the horizontal length measured over the centre line of the pipe from centre to centre of maintenance holes. If the CCTV inspection reveals any defects in the

Contractor's work, the Contractor shall repair the defect at his sole cost. After the repair is complete, remaining debris shall be removed and the sewer reinspected between the maintenance holes at the Contractor's expense.

Special Provisions - Items

Part E – HYDRO DUCTS AND TRANSFORMER PADS

The hydro ducts and transformer pads shall be constructed in accordance with the Newmarket Hydro Standards and Ontario Provincial Standard Specifications (OPSS). The descriptions of the following items correspond to the items in Schedule 1 (Items and Unit Prices) and are provided to clarify the basis for payment.

Item E1 Hydro Ducts

This item includes all materials, equipment and labour costs required to supply and install hydro duct banks as per the contract drawings. The work includes:

- Excavation, removal and disposal of surplus excavated materials off site.
- Field location and protection of existing utilities in advance of the excavation. The existing Rogers and Bell cables and conduit will require hand excavation in order to install the hydro ducts. The Contractor shall ensure that the existing Rogers and Bell cables and conduit are carefully exposed during construction.
- Construction of duct bank as per OPSD 2100.06.
- Supply and installation of 100mm dia. type II ducts. All ducts to be capped at both ends.
- Ducts to be connected to Padmount Transformer Foundations.
- Supply and installation of a 6 mm pull rope in each duct.
- Concrete encasement to be 20 MPa.
- Duct spacers to be installed every 1.2 m along full length of trench.
- 20M reinforcement as per OPSD 2100.06.
- Backfill of the trench with unshrinkable fill.
- Supply and installation of 300mm yellow caution tape to be installed 450 mm below grade.
- Field adjustments to the elevation of the duct bank may be required. No additional payment shall be made for adjustments of 0.5 m depth or less.
- #14 Tracer wire on top of concrete trench in all locations. Tracer wire to extend 1.2 m beyond the top of all foundations and 0.5 m beyond the top of final grade at building locations.

Payment shall be per metre of duct bank installed, based on the number of ducts in the section of duct bank.

Item E2 Hydro Padmount Transformer Foundations

This item includes all materials, equipment and labour costs required to supply and install hydro padmount transformer foundations as per the contract drawings. The work includes:

- Excavation, removal and disposal of surplus excavated materials off site.

- Field location and protection of existing utilities in advance of the excavation.
- Installation of Padmount Transformer Foundations including ducts and grounding as per Newmarket Hydro Standard Drawings NTP 08-06, NTP 08-07, E1, NTP 08-01, NTP 08-02 and NTP 11-13.
- Arrangements for transformer foundation delivery and inspection to be made with NT Power Underground Inspection Department at least 7 days prior to excavation. **NOTE: The Precast Concrete Foundation will be supplied and delivered to the site by Newmarket Hydro.**
- All transformer foundations to be delivered and set in place by the manufacturer following approval of NT Power Underground Inspector.
- Once the transformer foundation has been installed it is the contractor's responsibility to ensure that the opening to the foundation is safely and securely covered until the transformer is set in place by NNT Power.
- Leveling of the foundation with 150 mm depth of 19mm clear stone (Note: HL-6 and HL-8 are not accepted).
- 150mm sand pad inside of vault.
- Supply and installation of steel pipe bollards as per Newmarket Hydro Standard Drawing NTP 09-04.
- Supply and installation of four 20 mm by 3050 mm copper clad ground rods connected with 3/0 bare copper wire making a complete perimeter ground. Both ends of ground wire to terminate 1.2 m above vault. Brass ground rod clamps to be Burndy GRC 3426. Ground rods to be driven 1000mm outside of the vault to a minimum of 300 mm below grade.

Payment shall be per each padmount transformer foundation installed and shall include all costs for supply and installation.

Special Provisions - Items

Part F – ELECTRICAL WORK

Payment of the contract unit prices shall be compensation in full for all labour, equipment and materials to do all work as outlined in the Form of Tender in accordance with the Ontario Provincial Standard Specifications and relevant Special Provisions listed, the contract drawings, standard drawings and General Requirement Division 1, for all respective items. All work performed shall be subject to the approval of the Contract Administrator.

ITEM F1 ELECTRICAL WORK GENERAL

Reference: OPSS 106

Also include:

- Division 1 General Requirements.
- Construction staging of the work to be approved by the Town of Newmarket.
- The work shall include coordination with ESA and Newmarket Hydro, utility stake-outs, permits, fees and certificates, layout of electrical work, quality control and quantity assurance.
- Payment for lump sum contract price for the work specified herein shall be full compensation for all labour, equipment and material required to do the work.

ITEM F2 RIGID DUCTS DIRECT BURIED, 50 mm DIA.

Reference: OPSS 603, OPSD-2101.01, 2103.02, 2103.05

Also include:

- Excavation and disposal of surplus or unsuitable material. Minimum depth of 760 mm below final grade.
- Supply and installation of rigid ducts CSA Standard C22.2 No. 211.2, fittings and fish wires.
- Backfill and compaction of granular materials.
- Joining and installation of couplings as per manufacturer's recommended practice of solvent-cement welding for tight fit conduit joints. Split or damaged couplings shall not be used.
- All new conduits shall have a 6mm dia. Test nylon fish with 1.5 m coiled at the bottom of the handwell at each end of the conduit.
- Restoration cost for all boulevards, sidewalks and roadway where applicable to be included.
- Basis of Payment – actual length, in metres, of duct installed complete in place.

Note: The Contractor may utilize directional bore method for underground duct installation in place of open trenching rigid ducts in boulevards. This is subject to ESA and Engineers approval and at no change in unit cost for Item 4.

ITEM F3 LOW VOLTAGE CABLES IN DUCTS #8 AWG

Reference: OPSS 604

Also include:

- The low voltage cable shall be single conductor, #8 AWG as indicated on the Contract drawings, rated 600 volts, type RWU90 cross link meeting the requirements of CSA Standard C22.2, No. 38.
- Price shall include the cost of riser conduit and fittings, riser wires where applicable.
- Basis of Payment – actual length in metres.

ITEM F4	INSULATED GROUND WIRES #12 AWG
ITEM F5	INSULATED GROUND WIRES #8 AWG
ITEM F6	BARE GROUND WIRES #6 AWG

Reference: OPSS 609

Also include:

- Ground wire between pole ground lug and ground rod shall be #6 AWG bare copper.
- Ground wires run with lighting circuit conductors shall be #8 AWG insulated green, copper.
- Ground wires inside the poles/arms shall be #12 AWG TW90 insulated green, copper.
- Basis of Payment – actual length, in metres, of ground wire installed complete in place.

ITEM F7 GROUND RODS

Reference: OPSS 609

Also include:

- Install ground rods 1m away from pole.
- The Contractor shall supply and install 19 mm x 3.0 m steel ground rods in the locations shown on the drawings. The ground rod driven into the ground shall be buried so that the top of the ground rods are 600 mm below finished grade and they shall be left uncovered until they have been inspected by the Engineer. Connection to the ground rods shall be made with Thermit Weld connectors.
- Basis of Payment – each complete in place.

ITEM F8 CONCRETE FOUNDATION FOR POWER SUPPLY PEDESTAL

Reference; OPSS 616

Also Include:

- The power supply pedestal base shall be pre-cast concrete as manufactured by Brooklin Concrete. Cat. BCP 20PED or approved equal
- Basis of Payment – each, complete in place.

ITEM F9 POWER SUPPLY PEDESTAL (METERED)

Reference; OPSS 614

Also Include:

- The Contractor shall supply and install metered power supply disconnect pedestals as indicated on the contract drawings.
- Power supply disconnect shall be rated at 120/240 volts 1 phase c/w Square D service panel with 60amp 2 pole main breaker and 40amp 1 pole branch circuit breakers as indicated on the contract drawings. Provide meter base at back of pedestal complete with protective collar.
- Price shall include the cost of riser conduit, fittings and riser wires.
- Basis of Payment – each, complete in place.

ITEM F10 3.66m (12ft) STEEL POLE C/W STEEL FOUNDATION, DOUBLE ARM BRACKET ASSEMBLY, RECEPTACLE HOUSING AND FLAG HOLDER

Reference: OPSS 615

Also Include:

- Supply and installation of 3.66m decorative steel pole, Polefab, Cat. No. B52410.

- Steel foundation; Polefab, Cat. No. B51407.
- Double arm bracket c/w receptacle housing; Polefab, Cat. No. B52402-2. Bracket to be c/w tenon adapter for LUMEC luminaires (B52411P).
- Flag holder (ladder rest); Polefab, Cat. No. B52405.
- Colour and finish to be black powder topcoat.
- Basis of Payment – each, complete in place.

ITEM F11 50W DECORATIVE LUMINAIRE
ITEM F12 #12 AWG RISER WIRES
ITEM F13 FUSE HOLDER ASSEMBLIES

Reference: OPSS 617

Also include:

- 50W Decorative Luminaire.
Approved manufacturer: LUMEC – L80, Type III or reviewed equal.
Cat. No. L80-50HPS-PCCS-SE3 c/w photocell
- The conductors that connect the luminaire shall be TW CU #12 AWG. Include a 1 metre coil for connection at the luminaire and leave sufficient length for connection at the fuse holder.
- Colour and finish to be black powder topcoat.
- Fuse holders shall be supplied and installed in pole handholes. Fuse holders shall be of in-line type suitable for use with #12 AWG conductors. Ferraz Shawmut type FEB BA with one 10-amp 600V rated Ferraz Shawmut type ATM fuse, or Amerace 65 waterproof fused connector kits.
- Basis of Payment – each, complete in place.

ITEM F14 50mm SURFACE MOUNTED CONDUIT

Reference: OPSS 603

Also include:

- The Contractor shall supply and install 50 mm diameter rigid PVC. The rigid PVC conduit shall conform to Canadian Standards Associations Standard C-22.2, No. 211.2.
- Couplings, as manufactured by the manufacturer of the conduit supplied, shall be used to join the sections of rigid conduit and they shall be installed to provide a tight fit in accordance with the manufacturer's recommended practice for joining conduit. Care shall be taken to ensure that couplings are not split or damaged in any way which would allow the seepage of water into the conduit.
- PVC coated pipe straps shall be used to mount the conduit on the concrete structure.
- The Work under this item shall include the supply and installation of all conduit, couplings, PVC coated pipe straps, junction boxes, LB fittings, "O" ring expansion couplings.
- Basis of Payment – actual length, in metres, of duct installed complete in place.

BID FORMS

CORPORATION of the TOWN OF NEWMARKET.

CORPORATE SERVICES- PROCUREMENT SERVICES DEPARTMENT
395 Mulock, P.O. Box 328 (STN MAIN) Newmarket, Ontario L3Y 4X7

T2012-22

PROJECT# P.50.11.2012

CEDAR STREET INFRASTRUCTURE IMPROVEMENTS

BIDDER CHECKLIST PRIOR TO SUBMITTING A BID	
	Bid Form Signed.
	Bid Deposit (submitted and correct amount).
	Undertaking to provide a Bond or Letter of Credit.
	<p>All Addendum / Addenda acknowledged.</p> <p>Failure to acknowledge receipt of Addendum/Addenda (Part II, Bid Form) shall result in a Non-Compliant Bid, except as stated in the Bid Irregularities. All Addendum/Addenda should be issued by the Owner prior to forty-eight (48) hours of the Closing Time and Date.</p> <p>It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued by Procurement Services Department. Please check with the Procurement Services Department at 905-953-5335 or the Owner's Bid Opportunities website at http://bids.newmarket.ca for the number of addenda released up to the time and date of Bid closing. If further clarification is required, contact the Procurement Services Department representative.</p>
	No other Bid Irregularities – see Part I Instructions to Bidders

CORPORATION of the TOWN OF NEWMARKET

T2012-22

PROJECT# P.50.11.2012

CEDAR STREET INFRASTRUCTURE IMPROVEMENTS

THIS BID IS SUBMITTED BY: _____

ADDRESS:

POSTAL CODE:

TELEPHONE

FAX NO:

E-MAIL ADDRESS (if applicable)

BIDDERS H.S.T. NO.: _____

NAME OF AUTHORIZED PERSON(S): _____
(print)

POSITION(S) OF THE PERSON(S): _____
(print)

To the Corporation of the Town of Newmarket, Hereinafter called the "Owner":

The Bidder hereby acknowledges and agrees:

1. THAT the Contractor covenants and agrees with the Owner to provide, as more specifically set out in the Bid Document and provide such goods, proper and sufficient materials, equipment and appliances of all kinds whatsoever as may be necessary for supplying the said goods and services or Work, as hereinafter specified and in accordance with the conditions and specifications prepared therefor and attached hereto and which are expressly acknowledged and made part of this Contract.
2. THAT this Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. THAT I/WE do hereby Bid and offer to enter into a Contract to do all the Work and to provide all of the labour and to furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, currency exchange and taxes in effect on the date of the acceptance of Bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
4. THAT if I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Sixty (60) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid shall be forfeited to the Owner.
5. THAT if the Bid is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Contract document and to execute the agreement in quadruplicate (4) within Ten (10) Calendar Days after notification of Award. If I/WE fail to do so, the Owner may retain the money deposited by us, to the use of the Owner and to accept the next lowest or any Bid or to advertise for new Bids, or to carry out completion of the Works in any other way they deem best and I/WE also agree to pay to the Owner the difference between this Bid and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Bids, and shall indemnify and save harmless the Owner and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.

6. THE SUB TOTAL CONTRACT PRICE (EXCLUSIVE OF ALL APPLICABLE TAXES (ie: HST): _____

_____ DOLLARS(\$ _____)
in lawful money of Canada.

7. **THAT Addendum/Addenda No ____ to ____ Inclusive relate to the said Contract.** (ACKNOWLEDGE NUMBER OF ADDENDUMS HERE FOR EXAMPLE, NO ADDENDUM LEAVE BLANK, ONE ADDENDUM 1 TO 1, TWO ADDENDUMS 1 TO 2, ETC.)

8. The Bidder acknowledges and agrees that any issued Addendum/Addenda forms part of the Bid Documents. It is the responsibility of the Bidder to ensure that the Bidder has received all Addendum/Addenda that have been issued by the Procurement Representative. It is the Bidders responsibility to check with the Procurement Services Department **or the Owner's Bid Opportunities website** at <http://bids.newmarket.ca> to confirm the number of Addendum/Addenda released up to the time and date of bid closing.

9. I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

10. The Bidder hereby agrees to commence the **Work within seven (7) Calendar Days of the commencement date specified in the written order to commence issued by the Engineer** and to complete all Work within 40 **Consecutive Working Days.**

The undersigned affirms that he/she is duly authorized to execute this Bid and that the Bidder (including any related or affiliated entities and any principal thereof) has no unresolved litigation with the Corporation;
BIDDER

name and title of person signing

signature (I have authority to bind the company)

WITNESS
(if not under seal)

name and title of person signing

signature

signature (I have authority to bind the company)

name and title of person signing

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE _____
(City /Town)

THIS _____ DAY OF _____ 2012.

**TOWN OF NEWMARKET
CONTRACT #: T-2012-22
SCHEDULE 1
ITEMS AND UNIT PRICES**

Item	Description	Unit	Quantity	Unit Price Bid	Sub- Total
PART A - ROADWORKS					
A.1	Earth excavation 206 SP	m ³	675	\$	
A.2	Garbage and recyclable collection SP	L.S.	1		
A.3	Remove existing asphalt pavement 510 SP	m ²	1550	\$	
A.4	Remove existing concrete sidewalk 510 SP	m ²	55	\$	
A.5	Remove existing curb and gutter 510 SP	m	130	\$	
A.6	Sawcut Asphalt 510 SP	m	34	\$	
A.7	Construct concrete curb and gutter - all types 353 SP	m	130	\$	
A.8	100 mm dia. Perforated Plastic Pipe Subdrain with filter cloth 405 SP	m	130	\$	
A.9	19 mm dia. crusher run limestone for road base 314 SP	t	590	\$	
A.10	50 mm dia. crusher run limestone for road base 314 SP	t	630	\$	
A.11	Supply and place 40 mm depth HL-3 surface course asphalt	t	170	\$	

	310 SP				
A.12	Supply and place 50 mm depth HL-8 base course asphalt 310 SP	t	210	\$	
A.13	Supply and place HL-3F for entrances and boulevards 310 311 SP	m ²	250	\$	
A.14	19 mm dia. crusher run limestone for entrances and boulevards, 200mm depth 314 SP	m ²	265	\$	
A.15	Supply and construct interlocking crosswalk SP	m ²	60	\$	
A.16	Remove, storage and reinstate interlocking paving stones or patio stones (walkway or driveway) 355 510 SP	m ²	10	\$	
A.17	Concrete sidewalk 357 SP	m ²	55	\$	
A.18	Remove and replace concrete walkway / steps 357 352 510 SP	m ²	10	\$	
A.19	Adjust existing maintenance hole and catchbasin SP	ea	2	\$	
A.20	Water for dust control 506 SP	m ³	400	\$	
A.21	Calcium Chloride for dust control 506 SP	t	7	\$	
A.22	Traffic control SP	L.S.	1		
A.23	Supply field office SP	L.S.	1		
A.24	Survey layout SP	L.S.	1		

A.25	Topsoil (imported) incl. fertilizer application prior to sodding, testing and conformance to testing recommendations 802 SP	m ²	50	\$	
A.26	Sod 803 SP	m ²	50	\$	
A.27	Additional earth excavation below subgrade and replacement with granular material (provisional) 206 510 SP	m ³	400	\$	
A.28	Silt control fence as per OPSD 219.110 SP	m	20	\$	

SUBTOTAL - PART A - ROADWORKS**PART B - WATERMAINS**

B.1	Supply and install 200 mm dia. P.V.C. watermain 441 SP	m	127	\$	
B.2	Supply and install 200 mm dia. valve and valve box 441 SP	ea	2	\$	
B.3	Supply and install new hydrant and valve 441 492 SP	ea	1	\$	
B.4	Remove existing hydrant 441 492 SP	ea	1	\$	
B.5	Supply and install 25 mm dia. water service connection SP	ea	5	\$	
B.6	Supply and install 150 mm dia. water service connection SP	ea	1	\$	
B.7	Swab, pressure test, flush and disinfect watermain 441 SP	L.S.	1		
B.8	Connect new watermain to existing watermain	ea	3	\$	

441 SP

B.9	Abandon existing watermain SP	L.S.	1		
B.10	Remove existing valve and box SP	ea	2	\$	
B.11	Supply and install 45 degree bend c/w restrainers to avoid utility conflict (provisional) 701 SP	ea	1	\$	
B.12	20 mm dia. clear stone bedding (provisional) 206 510 SP	m ³	100	\$	
B.13	Supply and install temporary water supply SP	L.S.	1		
B.14	Plug existing watermain tee with mechanical cap SP	ea	1	\$	

SUBTOTAL - PART B - WATERMAINS

PART C - SANITARY SEWERS

C.1-A	Supply and install 450 mm dia. reinforced concrete class 65-D sanitary sewer 410 SP	m	92	\$	
C.1-B	Supply and install 450 mm dia. P.V.C. DR 25 pressure tested sanitary sewer 410 SP	m	32	\$	
C.2	Supply and install 1200 mm dia. precast concrete maintenance hole 407 SP	ea	2	\$	
C.3	Remove existing maintenance hole 510 SP	ea	2	\$	
C.4	Construct 125 mm dia. P.V.C. sanitary sewer connection from sewer main to property line SP	ea	20	\$	
C.5	Abandon existing sanitary sewer SP	L.S.	1		
C.6	CCTV inspection (including flushing) and report - sanitary sewers 409 SP	m	124	\$	
C.7	Locate existing sanitary laterals SP	ea	18	\$	

SUBTOTAL - PART C - SANITARY SEWERS

PART D - STORM SEWERS

D.1	Supply and install 525 mm dia. concrete storm sewer 410 SP	m	18	\$	
D.2	Remove CB and CBMH 510 SP	ea	2	\$	
D.3	Supply and install single inlet catchbasin 407 SP	ea	1	\$	
D.4	Supply and install 1200mm dia. concrete CBMH 407 SP	ea	1	\$	
D.5	CCTV inspection (including flushing) and report - storm sewers 409 SP	m	18	\$	

SUBTOTAL - PART D - STORM SEWERS**PART E - HYDRO DUCTS AND TRANSFORMER PADS**

E.1-A	Hydro Duct Bank - 2 Ducts SP	m	172	\$	
E.1-B	Hydro Duct Bank - 3 Ducts SP	m	30	\$	
E.1-C	Hydro Duct Bank - 4 Ducts SP	m	31	\$	
E.1-D	Hydro Duct Bank - 6 Ducts SP	m	16	\$	
E.1-E	Hydro Duct Bank - 7 Ducts SP	m	58	\$	
E.1-F	Hydro Duct Bank - 8 Ducts	m	178	\$	

	SP				
E.1-G	Hydro Duct Bank - 9 Ducts SP	m	9	\$	
E.1-H	Hydro Duct Bank - 11 Ducts SP	m	18	\$	
E.1-I	Hydro Duct Bank - 14 Ducts SP	m	15	\$	
E.2-A	Transformer Pad - 3.83m x 3.83m SP	ea	3	\$	
E.2-A	Transformer Pad - 3.93m x 4.14m SP	ea	1	\$	
E.2-B	Transformer Pad - 3.03m x 3.43m SP	ea	1	\$	

SUBTOTAL - PART E - HYDRO DUCTS AND TRANSFORMER PADS

PART F - STREET LIGHTING

F.1	Electrical Work General 106 SP	LS	1		
F.2	Rigid ducts direct buried, 50 mm dia. 603 SP	m	160	\$	
F.3	Low voltage cables in ducts, #8 AWG 604 SP	m	480	\$	
F.4	Insulated Ground Wires, #12 AWG 609 SP	m	40	\$	
F.5	Insulated Ground Wires, #8 AWG 609 SP	m	160	\$	

F.6	Bare Ground Wires #6 AWG 609 SP	m	10	\$	
F.7	Ground Rods 609 SP	ea	4	\$	
F.8	Concrete Foundation for Power Supply Pedestal 616 SP	ea	1	\$	
F.9	Power Supply Pedestal (Metered) 614 SP	ea	1	\$	
F.10	3.66m (12ft) Steel Pole c/w Steel Foundation, Double Arm Bracket Assembly, Receptacle Housing and Flag Holder 615 SP	ea	5	\$	
F.11	50W Decorative Luminaire 617 SP	ea	10	\$	
F.12	#12 AWG Riser Wires 617 SP	m	120	\$	
F.13	Fuse Holder Assemblies 617 SP	ea	10	\$	
F.14	50mm Surface Mounted Conduit SP	m	5	\$	

SUBTOTAL - PART F - STREET LIGHTING

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. The Sub total Contract Price amount exclusive of all applicable taxes.

PART A – ROADWORKS \$ _____

PART B – WATERMAINS \$ _____

PART C - SANITARY SEWERS \$ _____

PART D - STORM SEWERS \$ _____

PART E - HYDRO DUCTS AND TRANSFORMER PADS \$ _____

PART F - STREET LIGHTING \$ _____

SUB TOTAL CONTRACT PRICE \$ _____
(excluding all applicable taxes)

Transfer to Part VI, Bid Form Page 86, Item 6.

T2012-22
SCHEDULE II LIST SUBCONTRACTORS

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. If there are no Subcontractor(s) listed below the Bidder shall perform the project with their "OWN FORCES".

The Bidder shall **state only one (1) subcontractor for each type of work**

The Owner reserves the right to approve all proposed Subcontractors and where the Owner objects to the use of any proposed Subcontractor, the Bidder shall use another Subcontractor acceptable to the Owner. Any proposed changes to the approved list of Subcontractors subsequent to Contract Award shall be subject to the approval of the Owner.

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

The awarded Bidder shall only use those Subcontractors nominated to the Owner and shall be held fully responsible to the Owner for the acts and omissions of its Subcontractors.

TYPE OF WORK	SUBCONTRACTOR FIRM NAME AND TELEPHONE NUMBER

T2012-22
SCHEDULE III LIST REFERENCES FOR BIDDER

State OTHER CLIENTS (PREFERABLY GOVERNMENT AGENCIES) WHICH HAVE BEEN SUPPLIED/SERVICED by the Bidder within the last five (5) years for projects of a scope and nature similar to the project described in this Bid. Any Bidder for award may be required to produce a list of written references upon request.

DESCRIPTION OF PROJECT / WORK	PROJECT AMOUNT AND DATE PERFORMED	CLIENT NAME, CONTACT NAME & NUMBER

SCHEDULE IV**UNDERTAKING TO PROVIDE A BOND OR LETTER OF CREDIT FORM**

This Form **or** other form used by a Surety company or Canadian Chartered Bank, authorized by law to do business in the Province of Ontario, and acceptable to the Owner shall be submitted with your Bid.

In consideration of the Corporation of the Town of Newmarket hereafter referred to as the "Owner ",

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

(Name of Principal)

hereafter referred to as the "Principal", in the form of a Labour and Material Payment Bond and/or Performance Bond or Letter of Credit (as provided by the Owner) and conforming to the Instructions of this Bid attached hereto, for the full and due performance of the Work(s) shown and described herein, of the Bid for:

T2012-22

PROJECT# P.50.11.2012

CEDAR STREET INFRASTRUCTURE IMPROVEMENTS

Such surety is accepted by the "Owner" to provide a warranty period hereafter required for the said Work, after final completion.

Subject to the express condition by the "Owner" of this agreement that if the above mentioned Bid is accepted, application for the necessary Bonding or Letter of Credit requirements shall be completed with the undersigned within Ten (10) Calendar days of notification of acceptance of the Bid related hereto, otherwise this agreement shall be null and void.

As witness our Corporate Seal, testified by the hand of the proper officer thereunto duly authorized.

DATED this _____ day of _____ 2012.

(Name of Surety Company/Canadian Chartered Bank))

(Signature of Officer)

(Position held)

Revised 02/04/2011

THIS INDENTURE made in quadruplicate this ____ day of _____ 2012.

BETWEEN:

CORPORATION OF THE TOWN OF NEWMARKET (hereinafter called the "**Owner** "), the party of the FIRST PART

-AND-

(hereinafter called the "**CONTRACTOR**"), the Party of The SECOND PART

WHEREAS the Owner invited the submission of Bids on T2012-22, Project No 50.11.2012, which Invitation to Tender is attached hereto;

AND WHEREAS the Contractor submitted to the Owner a Bid on T2012-22, Project No. P.50.11.2012 at a Sub Total Contract price of \$_____, which Bid is attached hereto;

AND WHEREAS the Owner accepted the Bid submitted by the Contractor on _____2012 and named the selected Bidder as the Contractor;

AND WHEREAS the Contractor has submitted to the Owner all documentation required by the Owner prior to or at the time of signing the Contract in accordance with the Instructions to Bidder;

NOW THEREFORE in consideration of the mutual promises, covenants and other terms and conditions hereinafter contained and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency whereof is hereby acknowledged), the parties hereby covenant, promise and agree each with the other as follows:

- 1) The parties agree that the following is a complete list of the documents forming the Contract, and that in the event any inconsistency or conflict in the contents of the following documents, the documents shall take precedence and govern in the following order :
 - (i) Agreement;
 - (ii) Addenda;
 - (iii) Special Provisions (if any)
 - (iv) Supplementary General Conditions (if any);
 - (v) General Conditions;
 - (vi) Instructions to Bidder
 - (vii) Supplemental Specifications
 - (viii) Standard Specifications;
 - (ix) Contract Drawings;
 - (x) Standard Drawings;
 - (xi) Contractor's Bid; and
 - (xii) Appendices.
- 2) The Contractor shall perform the whole of the Work as set out in the Contract with all due diligence, professional skill, and competence, in strict accordance with the timelines and provisions of the Contract, including all Schedules hereto, which the parties agree and acknowledge form an integral hereof.
- 3) In performing the Work, the Contractor shall perform and fulfill all of the covenants, terms, provisions and conditions in the Contract to be performed and fulfilled by the Contractor, to the same extent and as fully as if each of them was set out and specifically repeated herein.
- 4) The Contractor shall pay to the Owner upon demand, all costs, losses, liabilities, judgments, damages or expenses which may be paid, sustained or incurred by the Owner or any of its officers, Council members, partners, agents and employees in consequence of any action, claim, demand, loss, suits, or proceedings whatsoever resulting from or arising out of the Contractor's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required in the Contract to be performed or rendered by the Contractor, its agents, officials and employees, or any damage or injury caused to any third party by reason of or arising out of any breach, violation or non-performance of any provision of the Contract by the Contractor, its agents, officials and employees.. In the event that the Owner makes such a demand to the

Contractor and the Contractor fails to make payment in accordance with the Owner's demand, payment of the demand may be deducted from any monies payable by the Owner to the Contractor on any account whatsoever.

- 5) The Contractor hereby authorizes the Owner, including its solicitor, to defend or settle any such actions, claims, demands, losses, suits, or proceedings whatsoever as the Owner or its solicitor may deem expedient, and also hereby agrees to ratify and confirm all the acts of the Owner or its solicitor and to pay on demand the costs of defending or settling any such actions, claims, demands, losses, suits, or proceedings on a substantial indemnity basis, and that in default of such payment the same may be deducted from any monies payable by the Owner to the Contractor on any account whatever. The Contractor may, at the expense of the Contractor, and subject to receiving the written consent of the Owner, take charge of and conduct in the name of the Owner, the defence to any such action, claim, demand, loss, suit, or proceeding.
- 6) The Owner agrees that provided that the work or service, including all additional Work authorized by the Owner in connection therewith, is duly and properly performed by the Contractor in accordance with the Contract, the Owner shall pay to the Contractor the monies owing for the performance of the Work, calculated on the basis of the actual measured quantities and unit prices specified in the Bid, and for such additional Work as pre-approved by the Owner, at the rates and unit prices specified in the Bid. The Contractor agrees and acknowledges that all payments made to it by the Owner in accordance with the Contract are subject to deductions for holdbacks pursuant to the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, any maintenance holdbacks, any payments for liquidated damages, and any payments for set-off as set out in the Contract.
- 7)
 - (a) Provided that the Contractor is not in default of the Contract, the Owner shall pay the Contractor in Canadian funds for the performance of the Contract, based upon the progress estimate as determined by the Owner.
 - (b) Subject to the provisions of the Contract and in accordance with legislation and statutory regulations respecting holdback percentages, the Owner shall:
 - (i) make payments to the Contractor on account of the Work performed based upon the progress estimates as determined by the Owner, subject to a lien holdback of 10% of the progress estimates and a maintenance holdback of 2% of the progress estimates;
 - (ii) forty-six (46) days after substantial performance of the Work as certified by the Owner or the Consultant, if any, pay to the Contractor the unpaid balance of lien holdback monies, other than the maintenance holdback and any special holdbacks, then due; and
 - (iii) upon the expiration of the Warranty Period as defined in the General Conditions, and the correction of all deficiencies and warranty issues to the satisfaction of the Owner (whether they have occurred during the Warranty Period or thereafter), pay to the Contractor the special holdback, if any, and the maintenance holdback, subject to any deductions made by the Town under paragraphs 4 or 5 of this Agreement.
 - (c) In the case of a contractor who is a non-resident of Canada, the applicable provisions of the *Income Tax Act (Canada)* shall apply. The Contractor agrees and acknowledges that the Owner shall not be liable or in any way obligated to pay for any additional Work not included in the Contract, unless they have been authorized by the Owner in the form of a Contract Change Order.
- 8) The Contractor agrees and acknowledges that Owner shall not be liable or obligated to pay for Work or material rejected by the Owner as defective or containing imperfections, or to accept such Work or material, until the defects or imperfections have been repaired in a permanent manner to the satisfaction of the Owner in its sole discretion.
- 9) The Contractor acknowledges and agrees that the acceptance of Work or material that is defective or otherwise containing imperfections, or the payment of any monies for such Work or material by the Owner shall not be construed as an acceptance of any defective Work or material by the Owner. The acceptance of or payment for such defective Work or material by the Owner shall not reduce or otherwise affect the liability of the Contractor to make good or replace such defective Work or material, even if the defects in the Work or material may not have been known to or discovered by the Owner at the time such Work or material was accepted or monies were paid therefore by the Owner.

- 10) *The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.*
- 11) *No action or failure to act by the Owner or the Owner's Consultant shall constitute a waiver of any right or duty afforded under the Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach thereunder, except as may be specifically agreed to in writing.*
- 12) All terms and conditions of this Agreement and the Contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Contractor and the Owner respectively.

IN WITNESS THEREOF, the Contractor and Owner have hereunto signed their names and set their seal on the day first above written.

CONTRACTOR

SIGNED, SEALED AND)
DELIVERED in the:
presence of

By: _____
(print name)

) Signature

_____) Position (I have authority to bind the Company)

) Witness (If not under Seal)

CORPORATION of the TOWN OF NEWMARKET

) (As set out in Delegation Bylaw 2007-114 Schedule "D")

Per: _____
 Louise Wilson, CPPB
 Senior Buyer
 Procurement Services
 Department

Per: _____
) Jim Koutroubis, P.Eng., B.Eng
) Director, Engineering Services

Per: _____)
Gord Sears, CPPB)
Manager, Procurement Services)

Contract Change Order Form

Notice of “No Bid”

Letter of Credit

Town of Newmarket Topsoil Specification

Owner’s Insurance Certificate Form (Supplied upon Execution of Agreement-ONLY)

Standard Drawings

Appendix A – Town of Newmarket – Watermain Testing Requirements

Appendix B – Support of Gas Pipelines in the Vicinity of Excavations

Appendix C – Borehole Logs and Chemical Analysis Results

Submission Label



CONTRACT CHANGE ORDER FORM

DATE:

CONTRACT NO.:

CHANGE ORDER NO.:

PROJECT NO. (if applicable) :

PURCHASE ORDER NO.:

REQUESTED BY:

DEPARTMENT:

The following description of Work(s) and/or material(s), associated cost(s) have been approved and agreed upon by both signing parties;

NO.	DESCRIPTION	AMOUNT
The above-mentioned contract is hereby amended by the sum of:		

The authorized changes, as stated, are subject to all provisions of the contract.

Original Contract Price: \$_____ (excluding taxes)

Previous Change Order(s) \$_____ (if applicable)

New Account Number (if applicable) _____

With a completion and/or delivery date of ___ days.

This agreement to amend Contract No.: _____ made this ___ day of _____, 2012.

Town of Newmarket

If change is within the project budget staff approval is dependent on JD Edwards approval. If change exceeds project budget refer to Corporate Policy Manual for approval requirements;

Authorized by: _____ Signature: _____
(print)

Contractor

Authorized by: _____ Signature: _____
(print)

Project Procurement Representative: _____

**FORWARD COMPLETED AND SIGNED CHANGE ORDER FORM TO PROCURMENT SERVICES
DEPARTMENT FOR A PURCHASE ORDER ADJUSTMENT Revised: May 29th, 2012**

NOTICE OF "NO BID"

CORPORATION of the TOWN OF NEWMARKET

T2012-22

PROJECT# P.50.11.2012

CEDAR STREET INFRASTRUCTURE IMPROVEMENTS

CLOSING DATE: Thursday September 6, 2012

IMPORTANT - PLEASE READ THIS

It is important to the Town to receive a reply from all invited Bidders. There is no obligation to submit a Bid; however, should you choose not to Bid, completion of this form shall assist the Town in determining the type of goods or services you are interested in Bidding on in the future.

INSTRUCTIONS

If you are unable, or do not wish to Bid on this Contract please complete the following portions of this form. State your reason for not Bidding by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Contract document. Return the completed form **via fax 905-953-5137** prior to the official closing date.

- | | | | |
|---|--------------------------|---|--------------------------|
| 1. We do not manufacture/supply this commodity | <input type="checkbox"/> | 6. Quantity/job too small | <input type="checkbox"/> |
| 2. We do not manufacture/supply to this specification | <input type="checkbox"/> | 7. Cannot meet delivery /completion requirements | <input type="checkbox"/> |
| 3. Unable to quote competitively | <input type="checkbox"/> | 8. Agreements with distributors/dealers do not permit us to sell direct | <input type="checkbox"/> |
| 4. Cannot handle due to present plant/Work load | <input type="checkbox"/> | 9. Licensing restrictions | <input type="checkbox"/> |
| 5. Quantity/job too large | <input type="checkbox"/> | | |

Other reasons or additional comments:

Do you wish to Bid on these goods/services in the future? Yes ☐ No ☐

COMPANY NAME	
ADDRESS	
SIGNATURE OF COMPANY REPRESENTATIVE	
POSITION	
DATE	TEL. NO.
FOR THE MUNICIPALITY'S USE ONLY - DO NOT WRITE IN THIS SPACE	

LETTER OF CREDIT

NAME OF BANK _____ Date Issued _____

Letter of Credit No. _____ Amount _____

Issued subject to the Uniform Customs and Practices for Documentary Credits being ICC Publication UCP 500

TO: CORPORATION of the TOWN OF NEWMARKET

ADDRESS: 395 Mulock Drive, Box 328, STN MAIN, Newmarket, ON L3Y 4X7

WE HEREBY AUTHORIZE YOU TO DRAW ON THE

(Name of bank)

for the account of _____
(Name of customer)

UP TO AN AGGREGATE AMOUNT OF _____

Dollars \$ _____ available on demand.

PURSUANT TO THE REQUEST OF our customer _____

_____ we the _____
(Name of bank)

hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time, upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

DEAMND shall be by way of a letter signed by the Treasurer of the Corporation of the Town of Newmarket under the corporate seal attached to which shall be the original Letter of Credit. Presentation shall be made to the bank at:

(Address)

THE LETTER OF CREDIT we understand relates to the customer's obligations set out in an Agreement between the customer and the Corporation of the Town of Newmarket dated

(Name of project)

THE AMOUNT of the Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned by the Treasurer of the Corporation of the Town of Newmarket.

THIS LETTER OF CREDIT shall continue in force for a period of one year, but shall be subject to the condition hereinafter set forth.

IT IS A CONDITION of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least Thirty (30) Working Days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider the Letter of Credit to be renewable for any additional period.

DATED at _____, Ontario, this the _____ day of _____

COUNTERSIGNED BY:

Per:

TOWN OF NEWMARKET TOPSOIL SPECIFICATION

1.1 General

1.1.1 As soil types vary widely in different parts of the province, and as general construction activities may have a serious impact on soil structure, modifications to the growing medium should be specified. Soil modifications should be carried out as necessitated by the site conditions, soil testing and the requirement of the specified plant types. Where ever possible, it is recommended that plant selection be made in accordance with on site soil conditions.

1.1.2 Related Guidelines and Legislation

- .1 Topsoil Preservation Act
- .2 Drainage Act
- .3 Ministry of the Environment
- .4 Canadian Fertilizer Act
- .5 Canada Fertilizer Quality Assurance Program (CFQAP)
- .6 OPSS 570
- .7 Agriculture Canada: Canadian System of Soil Classification

1.2 Testing

1.2.1 When imported or on-site soil is used, it shall be tested and modified as necessary by the admixture of other components and amendments to bring the properties within specified ranges, unless otherwise specified.

1.2.2 All testing shall only be performed by an OMAFRA (Ontario Ministry of Agriculture, Food and Rural Affairs) accredited commercial lab.

1.2.3 When imported growing medium is to be used, the bidding contractor shall have tested the proposed soil and include the required modifications in the price for work.

1.2.4 Failure to test and provide appropriate documentation of test results may be considered grounds for rejection of a proposed soil and removal of such material at the contractor's expense.

1.2.5 The contractor shall meet all requirements of this section, or the corresponding specifications of the contract. The contractor's signature to the contract shall signify that the contractor has read and fully understands the requirements for soil and testing.

1.2.6 The contractor shall guarantee that the soil submitted for laboratory testing is a representative sample taken (according to the lab recommendations) from the soil that will be delivered to the site.

1.2.7 Pre-Installation Meetings: conduct pre-installation meeting to verify project requirements, installation instructions and warranty requirements.

1.2.8 All top soil testing must include but not be limited too, texture (percentage of sand, silt and clay), nitrate nitrogen, total salts, pH, buffer pH, phosphorus, potassium, magnesium, calcium, and cation exchange capacity. Written recommendations must be provided for any amendments.

1.3 Soil Properties

- 1.3.1 The definition of the appropriate level, according to this specification, of soil properties is the responsibility of the design authority. If no specific reference is provided in the contract documents, Table 5-1 should be utilized. (see end of this section)
- 1.3.2 On-Site Topsoil
- .1 The use of on-site native topsoil is encouraged provided it meets the guideline for imported growing medium and can be modified to meet the requirements set out or specified for growing medium. Amended subsoil may be considered for use, provided that; additional organic matter is available, the soil structure is acceptable, and a soil test performed on the amended product prior to placement indicates the soil meets guideline growing requirements.
 - .2 Topsoil shall be defined as the existing "A" horizon containing organic matter. Soils lacking in organic matter and consequently not desired for growing medium will generally be recognized by a lighter colouration for the "B" horizon ("B" Horizon or subsoil, less weathered, low in organic matter) and "C" horizons of the soil profile ("C" Horizon or parent material, very little weathering, containing little to no organic matter).
 - .3 All areas of the site designated for hard landscaping, or the construction of structures, shall be stripped of all topsoil and organic matter. Topsoil shall be stripped to its full depth, exercising caution not to mix topsoil with subsoil.
 - .4 Topsoil stripping shall be commenced after the area has been cleared of all scrub, plants, weeds, grass, stumps, rock 75 mm and over, and other extraneous materials. All such resultant materials shall be removed from the site, unless provisions are made on site for the use of such fill.
 - .5 If testing shows it to be a suitable for growing medium, a sufficient quantity of stripped topsoil shall be stockpiled where shown, or in areas designated for stockpiling according to the site drawings, construction planning and scheduling.
 - .6 Topsoil shall not be moved, delivered or worked on while in a frozen, wet or muddy state or condition.
 - .7 Topsoil shall be fertile, friable, sandy loam topsoil. Admixture of subsoil and shall be free of stone over 30 mm in diameter, debris, organic or other deleterious contaminants and fragments larger than 75 mm in size, plants or their roots, sticks, noxious weeds, salts, soil sterilants or other materials detrimental to plant growth.
 - .8 Topsoil shall have acidity range of pH 6 –7.5 and contain not less than 5% organic matter and no greater than 15%.
 - .10 Soil Amendments shall be free from clay subsoil, sawdust, commercial wood products, stones, lumps, plants, roots, sticks, weed stolons and seeds, high seed content, chemical contaminants and other materials harmful to plant life.
 - .11 Topsoil and soil amendments should meet the mechanical analysis as set out in Table 5-2.

1.3.3 Imported Growing Medium

- .1 Imported growing medium shall satisfy the requirements for texture and organic matter given in Table 5-2. Soils shall be virtually free from subsoil, wood including woody plant parts, weed or reproductive parts of weeds, plant pathogenic organisms, vegetation, debris, organic or other deleterious contaminants and fragments larger than 50 mm in size, stones over 30 mm, and foreign objects.
- .2 Contractor must specify source of top soil to consultant in writing, prior to commencing any works related to top soil.

Table 1.2 Mechanical Analysis of Topsoil and Amendments

Topsoil	Passing Percent (%)	Retained Percent (%)
1 inch screen	100	0
0.5 inch screen	97-100	0-3
# 100 mesh sieve	40-60	40-60
Soil Amendment Mix		
2 inch screen	100	0
1 inch screen	90-100	0-10
0.5 inch screen	50-80	20-50
# 100 Mesh Sieve	0-15	85-100

1.3.6 Organic Components

- .1 Sphagnum Peat Moss (Peat Moss) shall be of a horticultural grade. Peat Moss suitable for horticultural purposes should be medium to coarse shredded with a texture varying from porous to spongy fibrous, and substantially homogeneous with a pH value between 3.4 and 5.5.
- .2 Commercially prepared compost shall be virtually free from all viable weed seeds, or other plant reproductive parts, pathogens, chemicals or toxic contaminants. Physical contaminants such as rock, plastic, metal or glass shall be less than 0.5%. Total carbon to nitrogen ratio in the resulting growing medium shall not exceed 30:1.

1.3.7 Fertilizers

- .1 Fertilizers shall be commercial brands, having a guaranteed N-P-K analysis, meeting the requirements of the Canada Fertilizer Act and the CFQAP.
- .2 All fertilizers shall be granular, pelletized or pill form, and shall be dry and free flowing, unless particularly specified.
- .3 Fertilizer shall be packed in waterproof containers, clearly marked with the name of the manufacturer, weight and analysis.
- .4 All fertilizer shall be stored in a weatherproof storage space and in such a manner that it will be protected from the elements and its effectiveness will not be diminished.
- .5 The types, formulations, and rates of application for fertilizers shall be as recommended by the laboratory soil specialist, based on the test results of the growing medium, and as approved by the Consultant and the Town.

- .6 Substitutions or variations in fertilizers and methods shall be made only upon pre-approval by the Consultant and the Town.
- .7 Receipts and empty fertilizer bags should be retained until reviewed by the Consultant as verification that the required fertilizer has been applied.

1.3.8 Growing Medium

- .1 Growing medium is any soil, soil substitute, or mixture whose chemical and physical properties fall within the ranges required by this Guideline for a particular Maintenance Level or as specified in the contract documents.
- .2 Growing medium shall be virtually free of plants or their roots, sticks, clay, building materials, wood chips, chemical pollutants and other substances at level toxic to plants, and other foreign materials, that detract from the desirable physical and chemical properties for the purpose of landscaping.
- .3 During the first year; death of plant material that can be attributed to plant pathogenic organisms or toxic materials in the growing medium may indicate that the growing medium did not meet this requirement at the time of installation, and may result in a requirement that the contractor be liable to remove and replace dead plants or grass and replace faulty growing medium.
- .4 Excessive growth of weeds, as determined by the consultant and the Town, in a growing medium during the first year may be an indication that unacceptable levels of weed seeds or weed parts were present in the growing medium at the time of installation. Such a determination may result in a requirement that the contractor be responsible to reduce the growth of weeds to acceptable levels.
- .5 Restoration soils may contain roots and wood debris that is considered unacceptable for other uses. A qualified professional consultant should provide test results and amendment recommendations for review by the consultant and the Town and approved by the Town's soil consultant.

1.4 Execution

1.4.1 Growing Medium

- .1 Commercial processing and thorough mixing of the growing medium components shall be done thoroughly by a mechanized screening process. No hand mixing shall occur. The resulting product shall be a homogeneous mixture having the required properties throughout. Product shall not be stored for excessive periods if a fertilizer component has been mixed.
- .2 Contamination of components or finished media shall be avoided by keeping amendments in closed bags or by covering outdoor piles.
- .3 Mixes containing a significant amount of peat moss shall not be permitted to dry out. The moisture content of the peat moss at the time of mixing shall be not less than 60% to 75%.
- .4 Growing medium shall be moist (25% to 75% of field capacity) but not wet, muddy or frozen when placed.

- .5 Growing medium in restoration sites must be handled in a way that is appropriate for the application, and should be detailed in the contract documents by a landscape architect or qualified professional.

1.4.2 Placing Growing Medium

- .1 The sub-grade shall be examined and accepted in writing by the consultant before placing growing medium.
- .2 Any compacted sub-grade shall be scarified to a minimum depth of 50 mm immediately before placing growing medium.
- .3 Growing medium shall be placed and spread over prepared sub-grade and shall be allowed to settle or compacted by light rolling such that it is firm against deep footprints. Growing medium shall not be compacted more than is necessary to meet this requirement.
- .4 Finished surfaces shall conform to contour lines and elevations on the site or grading plan, by smoothing out variations, bumps, ridges, depressions. For sodded areas keep topsoil 15mm below finished grade.
- .5 Table 5-4 sets out the minimum depths of growing medium after settlement for various types of sub-grade.
- .6 Installation of the growing medium shall occur when all hard surfaces (with the exception of final course asphalt) and utility installations are complete and accepted by the consultant.
- .7 Minimum depths of growing medium for application require a minimum depth of 100mm for sodded and seeded areas and 150mm for ground cover areas.

1.4.3 Fertilizers

- .1 Fertilizers shall be added to bring growing media fertility within the ranges set out in this Guideline, as specified or as recommended by the laboratory soil specialist on the basis of testing of the growing medium.
- .2 Fertilizers shall be uniformly spread over the growing medium with a suitable mechanical spreader.
- .3 Fertilizers shall be raked into the growing medium to a minimum depth of 50 mm.
- .4 Fertilizer requirements of restoration sites will depend on the site and the type of plant material used, and shall only be performed in consultation with a qualified professional.

Table 5-1: Properties of Growing Medium

	Canadian System of Soil Classification	Sandy Loam ³ to Loam ⁴	
Texture	Diameter (mm)	^c Low Maintenance Level	Planting Areas and Planters
Coarse Gravel	19-40	0-3%	0-1%
All Gravel	2-40	0-5%	0-5%
Sand	0.5-2	0-52%	50-70%
Silt	0.002-0.5	0-50%	10-25%
Clay	<0.002	0-27%	0-20%
Clay and Silt		Max 48%	Max 25%
Organic Matter		5-15%	10-20%
Acidity pH		6.0-7.5	4.5-6.5
Nitrogen (N)		20-40 mcg/g of topsoil	20-40 mcg/g of topsoil
Phosphorus (P)		40-50 mcg/g of topsoil	40-50 mcg/g of topsoil
Potassium (K)		75-110 mcg/g of topsoil	75-110 mcg/g of topsoil
Drainage		Grading shall be such that long term surface ponding is eliminated	

¹SAND: soil material that contains 85% or more sand; the percentage of silt plus 1.5 X the percentage of clay does not exceed 15.

²LOAMY SAND: soil material that contains the upper limit 85% to 90% sand, and the percentage of silt plus 1.5 X the percentage of clay is not less than 15, at the lower limit it contains not less than 70% to 85% sand, and the percentage of silt plus twice the percentage of clay does not exceed 30.

³SANDY LOAM: soil material that contains either 20% or less clay, with a percentage of silt plus twice the percentage of clay that exceeds 30, and 52% or more sand; or less than 7% clay, less than 50% silt, and between 43% and 52% sand.

⁴LOAM: soil material that contains 7% to 27% clay, 28% to 50% silt, and less than 52% sand.

^cLevel Low: Irrigation may be provided, but more frequently only temporary watering is done for establishment maintenance. These soils provide a quality growing medium, albeit with reduced percolation and resistance to compaction. These may be imported soils, however existing soils may meet these requirements or it may be possible to amend them to meet the requirements. Plant selections must respond to the limitations of the growing medium and to modest maintenance expectations. If soil must be imported to augment existing site topsoil, the imported growing medium should be similar to the on-site soil and should be thoroughly mixed with it, so as not to create a soil pan.

**Procurement Services Department****Town of Newmarket**

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Newmarket, ON L3Y 4X7

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T: 905 953 5335

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Revised Template: Jan 26th, 2012

OWNER'S CERTIFICATE OF INSURANCE

Proof of Insurance shall be submitted on this Form only & completed by Agent, Broker or Insurer

Name of Insured	Address of Insured	T2012-22, PROJECT# P.50.11.2012		
Location & Operations of Insured for which certificate is issued:				
Region of York Approval No. (if applicable)		Cedar Street Infrastructure Improvements		
Automobile Liability Insurance				
Insuring Company	Policy Numbers	Amount of Coverage	Effective Date YY/MM/DD	Expiry Date YY/MM/D
	Public Liability & Property Damage			
	Excess Liability (if applicable)			

The above policy(ies) shall cover all vehicles owned in whole or in part and licensed in the name of the insured including all vehicles leased in excess of 30 days for which the insured is required by Contract to provide bodily injury and property damage insurance.

Comprehensive General Liability				
Insuring Company	Policy Numbers	Amount of Coverage	Effective Date YY/MM/DD	Expiry Date YY/MM/D
	Public Liability & Property Damage			
	Excess Liability (if applicable)			

Comprehensive General Liability written on an occurrence basis is extended to include Bodily Injury including death, Personal Injury Liability, Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Vendor's Protective Coverage, Products-Completed Operations, Contingent Employer's Liability, Cross Liability Clause and Severability of Interest Clause.

With respect to the Comprehensive General Liability, THE REGIONAL MUNICIPALITY OF YORK or Consultant(s) (if applicable), and the CORPORATION of the TOWN OF NEWMARKET have been added as Additional Insured's but only with respect to their interest in the operations of the Named Insured.

Other Liability (if applicable)				
Insuring Company	Policy Numbers	Amount of Coverage	Effective Date YY/MM/DD	Expiry Date YY/MM/D

The policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to the Corporation of the Town of Newmarket.

If cancelled for whatever reason or changed so as to reduce the coverage as outlined on this certificate, during the period of coverage as stated herein, thirty (30) days, prior written notice shall be delivered by the Insurer(s) either electronically, by fax or registered mail to the: Corporation of the Town of Newmarket, Corporate Services Commission, Clerk's Dept., 395 Mulock Dr., Newmarket, ON L3Y 4X7 Attention: Town Clerk. The Contractor shall provide evidence of the continuance of this insurance at each policy renewal date for the duration of the contract.

I certify that the insurance is in effect as stated in this certificate and that I have authorization to issue this certificate for and on behalf of the insurer(s).

Date	Name, address, fax & telephone number of Insurer	Signature of authorized representative or official
		Print name of above authorized representative or Official

SAMPLE

TIME AND MATERIAL SUMMARY FOR PAYMENT									
Town of Newmarket									
CONTRACT NO:		ACCOUNT NO:		DATE:		CONTRACTOR			
						PRIME:			
						SUB:			
SECTION A: LABOUR									
						ENTITLEMENTS			
CLASSIFICATION	NO.	HRS EACH	TOTAL HRS	RATE	AMOUNT				
			0.0		\$ -				
			0.0		\$ -				
			0.0		\$ -				
			0.0		\$ -				
			0.0		\$ -				
			0.0		\$ -				
			0.0		\$ -				
			0.0		\$ -				
			0.0		\$ -				
SUBTOTAL					\$ -				
					(1)				
PAYROLL BURDEN 30%				\$0.00	\$ -				
					(2)				
PAYROLL BURDEN 30%					\$ -				
					(3)				
ROOM AND BOARD	TOTAL HOURS		RATE						
CAMP COSTS	0.0		\$0.00		\$ -				
					(4)				
SUB TOTAL BLOCKS 1,2,3,4					\$ -				
						TOTAL 4 & 5		\$0.00	
SECTION B: OWNED EQUIPMENT									
TYPE	HOURS WORKED	RATE	AMOUNT	HOURS STANDBY	RATE	AMOUNT	ENTITLEMENTS		
			\$ -			-			
			\$ -			-			
			\$ -			-			
			\$ -			-			
			\$ -			-			
			\$ -			-			
			\$ -			-			
SUBTOTAL			\$0.00	SUBTOTAL		-			
			@ 100%	\$0.00					
				(1)					
			@ 90%	-					
				(2)					
			@ 80 %	-					
				(3)					
						TOTAL 1,2,3,4,		\$0.00	

TYPE		HOURS	RATE	AMOUNT	HOURS STANDBY	RATE	AMOUNT	ENTITLEMENTS	
	0.0	\$	-	\$ -			-	(a) 110% of 127 Rates.	
	0.0	\$	-	\$ -			-	(b) Operator Included 110% of Approved Rate.	
	0.0	\$	-	\$ -			-	(c) Standby 35% of the 127 Rates or Invoiced Price.	
	0.0	\$	-	\$ -			-		
				-			-	@ 110 %	@ 35 %
				-			-	\$0.00	-
				-			-	\$0.00	-
				-			-	(1)	(2)
SUBTOTAL				\$0.00	SUBTOTAL		-	TOTAL 1 & 2	\$0.00

NOTE: (1) INDICATES THAT THE OPERATOR IS INCLUDED
: (2) INDICATES THAT THE OPERATOR IS NOT INCLUDED

[illegible]

MARKUP ENTITLEMENTS					
(a) 120 % of First \$3000.00	@ 120 %	\$0.00			
(b) 115 % of Amount from \$3000.00 to \$10000.00	@ 115 %	\$0.00	(1)		
(c) 105 % of Amount Over \$10000.00	@ 105 %	\$0.00	(2)		
		\$0.00	(3)	TOTAL 1,2 & 3	0.670
WORK PERFORMED:					
Date:			Acceptance:		

BID SUBMISSION LABEL

From:

Contact:

Telephone:

Deliver to:
Corporation of the Town of Newmarket
Corporate Services – Legislative Services
395 Mulock Drive
Newmarket, ON L3Y 4X7

SEALED BID:

BID NUMBER: T2012-22, PROJECT# P.50.11.2012

DESCRIPTION: Cedar Street Infrastructure Improvements

CLOSING TIME AND DATE: Thursday September 6, 2012, 3:00:00 pm
(1500 hours)

For Town Office use only:

Date and Time Received: _____

Received By: _____