

Township of Hamilton

Tender # PW2019-04

Paving and Drainage Improvements of Various roads within Hamilton Township



TOWNSHIP OF HAMILTON

**TENDER # PW 2019-04 – Paving and Drainage Improvements of Various roads
within Hamilton Township**

Submitted by,

Name of Firm or Individual

Address (Include postal code)

Telephone No. (Include area code)

Name of Person Signing for Firm

Office of Person Signing for Firm

TENDER CLOSING DATE: Thursday, May 23, 2019 at 2:00 pm local time

TO: Paul Dowber, Treasurer
Township of Hamilton Administrative Building
8285 Majestic Hills Dr.
Cobourg, ON K9A 4J7

INFORMATION TO BIDDERS

- a) The scope of work consists of base preparation, granular 'A' and 'B' (**prov.**), earth excavation and paving of approximately 2.6 kilometers of various roads located within Hamilton Township.
- b) One copy of the tender properly signed and sealed in an envelope with the tender number clearly marked on the front will be received at the Township Administrative Building, 8285 Majestic Hills Dr., Cobourg, K9A 4J7 on or before May 23, 2019 at 2:00 pm local time as designated by the atomic time clock in the office.
- c) Literature and specification sheets illustrating all equipment must be included with tender.
- d) Lowest or any tender not necessarily accepted.
- e) **The awarding of this tender is subject to the approval of the Township of Hamilton Council.**
- f) Every blank indicated under the confirmation heading of the Specifications must be filled in on the tender.
- g) This tender contains:
 - i. Name & Address of Bidder Page #1
 - ii. Information to Bidders Page #2
 - iii. Instructions of Bidders Page #3-9
 - iv. Itemized Bid Page #10
 - v. Form of Contract Page #11
 - vi. Specifications Page #12-16
 - vii. General Conditions Page #17-19

INSTRUCTIONS TO BIDDERS

1. Scope of Work

The scope of work consists of base preparation, granular 'A' and 'B' (**prov.**), earth excavation and paving of approximately 2.6 kilometers of various roads located within Hamilton Township.

2. Tender Call

Submissions signed under seal, executed, and dated will be received by the Owner, at the offices of:

The Corporation of the Township of Hamilton
c/o Paul Dowber, Treasurer
8285 Majestic Hills Dr.
Cobourg, Ontario K9A 4J7

Before the time for bid closing of 2:00 pm local time as designated by the office atomic time clock on the 23rd day of May, 2019.

The Owner may, by addendum, extend the submission closing time or any other scheduled dates relating to this Tender call.

Tenders submitted after the submission closing time will not be considered and will be returned to the Proponent unopened.

Submissions will be opened publicly shortly after the closing time on the date of closing, at The Township of Hamilton's Administration Building, located at 8285 Majestic Hills Dr., Cobourg, Ontario K9A 4J7. Bidders should note that the pricing information read out at the public tender opening is **PRELIMINARY** in nature only and should not be construed as an indication of which bidder is being awarded the contract. All documentation is subject to review for mathematical accuracies, compliance with the specifications, and compliance with the terms and conditions of the Request for Tender, the completion of which will ultimately determine the successful bidder. **All Tender awards are subject to Township of Hamilton Council Approval.**

Amendments to a submitted Tender will be permitted if received by the Owner in writing prior to submission closing time and if endorsed by the same party or parties who signed and sealed the submitted Tender. A submitted Tender amendment shall state the amount to be added to or deducted from the Bid Price.

Tenders and amendments, submitted by telephone, facsimile or electronic mail will not be considered by the Owner.

A Proponent may withdraw its submission at any time prior to the submission closing time by delivering a written notice of withdrawal to the Owner. The withdrawal will be in effect as of the time the said notice is received by the Owner.

Proponents agree to prepare and submit bids at their own cost. The Owner is not obligated in any way to pay costs of any kind or nature whatsoever that may be incurred by a Proponent or any third parties in the bid process relating to the Tender. All such costs shall be the Proponent's sole responsibility.

Tenders will be called, received, evaluated, accepted, and processed in accordance with The Corporation of the Township of Hamilton's Purchasing Policy. By submitting a Tender each Bidder agrees to be bound by the terms and conditions of that Policy and those procedures and any amendments to them, as fully as if it were reproduced and attached to this Invitation to Tender

3. Tender Bid Price

The price(s) quoted shall be in Canadian funds and shall include all work/equipment to complete the job as specified

4. Definitions

The word Bidder is interchangeable with the word Proponent in this document. The word Bid is interchangeable with the word Tender in this document

Bid Price: The Bid Price is the monetary sum identified by the Bidder in its Itemized Bid Form

5. Availability

Bid Documents may be obtained on the Township's website or at www.biddingo.com

Hardcopies of the Bid Documents may also be obtained at the Township's Administration Building, located at 8285 Majestic Hills Dr., Cobourg, Ontario K9A 4J7.

Upon Receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidders shall immediately notify the Owner if the Bid Documents are incomplete or upon finding discrepancies, errors or omissions in the Bid Documents.

6. Queries and Addenda

All inquiries from Bidders regarding the Bid Documents must be in writing by way of e-mail and received by the Township to: Lucas Kelly, Manager of Public Works, at lkelly@hamiltontownship.ca. The latest time for any inquiries is Tuesday, May 21, 2019 at 10:00 a.m., and if an Addendum is needed, it will be posted no later than Tuesday, May 21, 2019 at 2:00 p.m. Questions received after this date and time will not answered.

Addenda may be issued during the bidding period. All addenda become part of the Contract Documents. Bidders shall include all costs of all addenda in the Bid Price.

Verbal answers given by the Owner to queries are only binding when confirmed by written addendum.

7. Bid Submissions

Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.

All Bid Forms must be fully completed, signed under seal by a duly authorized representative of the Bidder, dated and submitted in a clear and legible manner. Signature and all other entries shall be completed in ink or shall be typewritten. Photocopied signatures and other entries are not acceptable. All applicable blank spaces in the Specification Forms must be filled in.

Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscured, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the discretion of the Owner, be declared invalid and rejected.

Bids with Bid Forms and enclosures which are improperly prepared may be, at the Owner's sole discretion be declared invalid.

All submitted bids and supporting documentation become the property of the Owner and will not be returned.

8. Duration of Offer

Bids shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the Bid closing time.

9. Clarification of Bids

The Owner may, at anytime following the Bid closing time, request that any Bidder clarify its Bid. Bidders shall provide a written response to any such request for clarification within five (5) working days following receipt of such a request, or within such shorter time as the Owner may require. The Owner may

require any Bidder to submit additional information clarifying any matters contained in its Bid and require the relevant Bidder's acknowledgement of the accuracy of that interpretation.

The additional information accepted by the Owner and written interpretations which have been acknowledged by Bidders shall be considered to form part of the Bids of those Bidders.

The right to request clarification of Bids by the Owner as provided herein within the sole, complete and unfettered discretion of the Owner and is for the Owner's sole benefit, and may or may not be exercised by the Owner at any time and in respect to any or all Bids.

The Owner's right to request clarification of Bids as provided herein shall not in any way impose upon the Owner a requirement to clarify with a Bidder any part of a Bid, and where in the opinion of the Owner the Bid is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, the Owner may reject a Bid either before or after seeking a clarification under this section.

The seeking of a clarification of a Bid by the Owner as provided herein shall not in any way oblige the Owner to enter into a Contract with that Bidder, and shall not constitute an acceptance of that Bid or any other Bid.

All Bid clarifications submitted by a Bidder shall be in writing in a form satisfactory to the Owner.

10. Acceptance or Rejection of Offer

The submission of Bids does not obligate the Owner to accept any Bid or to proceed with the purchase.

Bids which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the Bid Documents or are otherwise irregular in any way may, at the sole and absolute discretion of the Owner, be declared invalid and rejected.

The Owner retains the separate right to accept or waive irregularities if, in the Owner's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the Owner may, as a condition of bid acceptance, request the Bidder to correct a minor or technical irregularity with no charge to the Bid Price.

The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Bid, shall be at the Owner's sole and absolute discretion.

The Owner reserves the right to accept or reject any or all Bids or to accept any Bids should it be deemed to be in its best interest to do so in its sole and absolute discretion. The lowest Bid will not necessarily be accepted.

Bidders expressly waive any and all rights to make any claim against the Owner for any matter arising from the Owner exercising its rights as stated in these Instructions to Bidders.

11. Proof of Ability – Prequalification

To qualify, a Bidder must have been in the business for a period of not less than three (3) years and performing contracts similar in size to this proposed Contract.

Where deemed necessary by the Township, the Bidder will be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the Services outlined in the Tender Documents. Insufficient experience may result in disqualification.

12. Delivery and Inspections

Tenders shall be submitted on the supplied Form of Tender, which shall be completed in every respect, with all blank fields filled in legibly. Tenders must be properly signed and sealed; otherwise the Tender may be rejected as informal. Sealed envelopes, clearly marked with "Tender PW 2019-04, Paving and Drainage Improvements of Various Roads within Hamilton Township.

Tenders will not be accepted if submitted by fax or email.

Tender submissions shall include proposed schedule of work and must be completed by October 4, 2019 or unless written approval is given to the Contractor from the Township.

Claims for extras, on the basis that Work was noted in one or more of the Contract Documents and not shown or noted in another, shall not be entertained.

Tenders must be submitted without any knowledge, comparison of figures or arrangement with any other person making any Tender or estimate for the same purpose. Tenders must also be submitted without collusion or fraud and that no officer of the Township shall become interested, directly or indirectly, as a contracting party, partner, surety or otherwise in or in the performance of the Contract, or in the supplies, work or business to which it relates, or in any of the monies to be derived therefrom.

Tenders which are unbalanced, incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal.

13. Preparation of Plans and Specifications and Supervision of Work

Should a Tenderer find discrepancies, omissions, or ambiguities, or not agree that the materials and construction methods specified will provide an installation which meets the requirements of the intended Work, the Tenderer shall notify the Township in writing at least seven (7) calendar days prior to the Tender opening date. No oral interpretation made by the Township will be effective to modify any aspect of Contract Documents. Each addendum (if any issued) shall be acknowledged by the Tenderer, signed and included with the Tender.

The Contractor is responsible for all layout to the lines and grades, as directed by the Township. The Contractor shall maintain field records and measurements during the construction and installation and provide this to the Township at the completion of the contract.

14. Examination of Sites

The Tenderer shall visit the site of the Work before submitting a tender, and shall make its own estimate of the facilities and difficulties that may be encountered and of the nature of the subsurface conditions. The Tenderer shall not claim at any time after submission of the tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

15. Subcontractors

Should the Bidder choose to employ subcontractors to perform work under this Project, a list of proposed subcontractors shall be included with the Tender submission for approval from the Township.

Bidders are to complete the attached Subcontractor Form and submit it with their proposal package. The Township reserves the right, in its sole discretion, not to recommend an award to any Bidder whose named subcontractor(s) is/are deemed to be unsuitable, or has/have an unsatisfactory health and safety record and/or record of performance. Proponents using subcontractors shall be responsible for the subcontractor's quality of work and rectification of substandard work.

The successful Bidder will be responsible to the Township to guarantee that each Subcontractor carries the required amount of insurance, subject to the inclusive limits, as noted in this document. The Bidder will obtain, for the benefit of the Township as requested, certificates of insurance from each subcontractor. Each certificate of insurance is to be submitted with the Proposal package.

16. Contingency Allowances

Where the Township considers it advisable, under the circumstances of the project, to provide additional Lump Sum allowance(s) to pay for work which is unforeseen, whether amended quantities or items not included in the Form of Tender, such allowance(s) are reflected in the Form of Tender as Contingency Allowance. The Contractor is not entitled to payment from such allowances except for extra or additional work carried out by the Contractor in accordance with the Contract and only to the extent of such extra or additional Work as authorized by the Township in writing prior to the commencement of such extra or additional work.

17. Performance Security

Every tender submission shall be accompanied by an "Agreement to Bond" for a 100% Performance Bond and a 100% Labour and Material Payment Bond from a Surety Company acceptable to the Owner, which will not be accepted by facsimile transmission (fax). In lieu of the above bonding, a Letter of Credit may be provided equal to 20% of the total tender amount.

The Performance Bond and Labour and Material Payment Bond together shall constitute the Contract Performance Security which will be required to ensure the performance of the Contract, including, without limitation, the construction, alteration, repair and maintenance of all Work provided for by the Contract.

The party to whom the Contract is awarded will be required to provide the fully executed Contract Performance Security within ten (10) working days of the date of notice of award to the successful Tenderer to the address given in the Tender.

The costs of providing the Contract Performance Security shall be deemed to be included in all items in the Form of Tender, and no separate payment shall be made for the same.

The Performance Security shall remain in force and effect through the duration of the Contract and the warranty period. Through the whole warranty period (two years from the completion of Project) the Township will maintain the securities in the amount equal to 2% of the total Contract value.

18. Insurance Requirements

The Proponent shall continuously maintain, throughout the term of the Contract and pay for the following insurance coverage:

- i. Commercial general liability insurance including personal injury, broad form contractual liability, Township's and Proponents protective, completed operations and non-owned automotive

liability in an amount of not less than two million dollars (\$2,000,000) per occurrence applying to all Proponents for claims arising out of one occurrence.

- ii. Automobile liability insurance in respect to licensed vehicles owned and/or leased, with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to property.
- iii. Environmental insurance in the amount of not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate.
- iv. A certificate of insurance must be submitted by the Proponent in the Proposal package.
- v. The policy shall include the Township of Hamilton as an additional insured in respect of all operations performed by, or on behalf of, the Proponent in relation to the Contract requirements.

19. Worker's Safety Insurance Board (WSIB)

Prior to execution of the Contract Documents, the successful Bidder shall provide to the Township a letter from the WSIB stating that all assessments have been paid and that the Contractor is in good standing with the WSIB. A copy of the Contractor's Safety Policy must also be included with the Tender submission.

20. Award and Execution of Contract

For the purposes of this Contract, the date of award of the Contract shall be deemed to be the date when the Township has, in writing notified the successful Bidder by registered mail, courier or fax that the Condition Precedent to Award has been satisfied. Award of this Contract will be by Council Resolution and the date that it will be presented to Council, will be on or about, June 18, 2019.

Without limitation and to summarize the requirements of other paragraphs of the Information for Bidders, the following documentation is required from the Contractor prior to execution of the Contract:

- i. Bidder's HST Registration Number;
- ii. List of sub-contractors, if applicable;
- iii. Proof of insurance;
- iv. Contract Performance Security;
- v. Workers' Compensation Board Certificate;
- vi. Copy of Bidder's safety policy;
- vii. Copy of Bidder's Traffic Control Plan, if applicable;

The successful Bidder will be required to execute three (3) copies of the Contract within ten (15) working days of the date of award of the Contract.

If the Bidder refuses or fails to execute the Contract within ten (10) working days of the date of award, it will be considered that the Bidder has abandoned all rights and interests in the Contract. The Township shall, in such event, be free to award the Contract to another Bidder or to re-bid the Work.

21. Payments

The Township will receive invoices/payment certificates from the successful Proponent once a month or as discussed at a later date. The Township will deduct a 10% holdback on each invoice/payment certificate and will release these funds once the contract has been completed and all deficiencies are repaired.

22. Default and Termination

In the event the successful Proponent does not follow the Work specified in the Contract Documents, then:

- a) the Township reserves the right to terminate any Contract, in whole or in part, and in the event of such termination no payment will be owing by the Township on account of said Contract and the Proponent will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the Township; or
- b) if the Township does not terminate this Contract for lateness, the Township may deduct and setoff from any payments owing to the Proponent all additional costs the Township reasonably incurs because of the lateness.

The Township may, by written notice at any time, cancel the Contract with respect to the item which, as of the date of cancellation, has not been received, and/or completed.

The Township may, at any time and for any reason, by written notice to the successful Proponent terminate the Contract before the completion of all the Work. Upon receipt of such notice, the Proponent will perform no further Work other than the work which is reasonably required to make the site safe, terminate the services and return the Township's property. Despite any other provision of the Contract, if the Township terminates the Contract before the completion of all the Work, the Township will pay to the successful Proponent all amounts owing under the Contract for Work provided by the Proponent up to and including the

date of termination, plus reasonable termination costs in the amount as determined by the Township in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the Township to the Proponent, and for certainty, no amount will be owing on account of lost profits relating to the portion of the Work not performed or other profit opportunities.

If the Township terminates the Contract, then the Township may:

- a) enter into contracts with other persons to complete the Work;
- b) withhold payment of any amount owing to the Proponent under the Contract for the performance of the Work;
- c) setoff the total cost of completing the Work incurred by the Township against any amounts owing to the successful Proponent under the Contract, and at the completion of the Work pay to the Proponent any balance remaining; and
- d) if the total cost to complete the Work exceeds the amount owing to the successful Proponent, charge the Proponent the balance, which amount the Proponent will forthwith pay.

23. Health and Safety

The Proponent shall fully comply with all health and safety requirements of the Province of Ontario. A copy of the Proponent's health and safety policy may be requested by the Township and the Proponent has 3 working days to give the Health and Safety Policy to the Township.

The Proponent has the responsibility to provide any and all personal protective equipment. If a worker fails to comply with any program, policy, rule or request regarding health and safety, that person will not be allowed on the site until such time the person complies.

24. Protection of Work, Property and Public

The Proponent shall comply with applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons, or property, or to protect them from damage, injury or loss.

The Proponent shall provide and maintain all necessary security personnel, barriers, fences, warning lights and signs, and take all necessary precautions for the protection and safety of labourers, the public and Municipal property.

25. Protection of Environment

Carry out all refuelling at approved refuelling areas only. The Proponent shall not discharge, or permit discharge into water any oils, fuels, bitumen's, garbage, trash, sewage, or other material which may be harmful to fish, wildlife or vegetation. Should the Proponent spill, dump, lose, or sink any material, plant, machinery or appliance, which in the opinion of the Engineer may be dangerous to the environment; the Proponent shall promptly recover the same at the Proponents expense.

26. Liquidated Damages

If the project is not completed in its entirety by October 4, 2019, the Township will charge \$250.00 per calendar day for liquidated damages.

27. Dust Control

Contractor shall take all necessary steps as may be required, to prevent dust nuisance from his/her 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. All costs associated with this preventative measure, shall be borne by the Contractor. It is Contractor's responsibility to maintain for public traffic, safety and residents.

PART III - FORM OF TENDER

COMPANY INFORMATION

NOTE: PLEASE USE INK OR PRINTER

Name of Company: _____

Address/City/Town: _____

_____ Postal Code

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Name of Person Signing for Company: _____

Position of Person Signing for Company: _____

Name of Contact Person: _____

HST Number: _____

TENDERS RECEIVED BY

Paul Dowber, Treasurer
Township of Hamilton Administrative Building
8285 Majestic Hills Dr.
Cobourg, ON K9A 4J7

Date: _____

We acknowledge that we have received addenda numbered ___ to ___ inclusive, and the prices Tendered include provisions set out in such addenda.

NOTE: Your Tender will be rejected in its entirety if the addenda, if any, are not acknowledged and provided for in the prices submitted. Respondents must include ALL APPLICABLE SECTIONS of the Quotation Package at the time of closing.

THIS PAGE TO BE INCLUDED WITH YOUR QUOTATION PACKAGE

SCHEDULE I:

The Contractor hereby offers to complete the work specified and as outlined in the applicable specifications at the following unit prices:

- SPEC NO - refers to the most recent issue of the Ontario Provincial Standard Specification (OPSS) and/or Ontario Provincial Standard Drawings (OPSD).
- S.P. - refers to the Special Provisions, starting on Page 24.
- L.S. - refers to a Lump Sum.
- Sq. m. - refers to Square Metres.
- L.M. - refers to Linear Metres.
- Prov. - refers to provisional item

ITEM 1: Ford Street – Jibb Road to the end

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.1	SP	Saw cutting of Asphalt	L.M.	50	\$ _____	\$ _____
1.2	206, 330, SP	In Place Full Depth Reclamation, Asphalt	Sq. m	2,100	\$ _____	\$ _____
1.3	206, 510, SP	Road/Earth Excavation (Prov.)	Cubic metres	300	\$ _____	\$ _____
1.4	314, 1010, SP	Granular 'B' Type 1 (Prov.)	Tonne	105	\$ _____	\$ _____
1.5	SP	Granular 'A' – Road	Tonnes	315	\$ _____	\$ _____
1.6	SP	Removal of Surplus Road Material	Cubic metres	180	\$ _____	\$ _____
1.7	310, 311, SP	Hot Mix Asphalt, HL3	Tonnes	335	\$ _____	\$ _____
1.8	311, SP	Asphalt Driveways	Sq. m.	300	\$ _____	\$ _____
1.9	401, 421, SP	Removal and Replacement of entrance culvert	L.M.	50	\$ _____	\$ _____
1.10	SP	Flushing Existing Culverts	L.M.	60	\$ _____	\$ _____

1.11	314, 1010, SP	Granular 'A' – Shoulders and Driveways	Tonnes	100	\$_____	\$_____
1.12	SP	Ditch Cleanout - 0 – 150 mm in depth	L.M.	200	\$_____	\$_____
1.13	SP	Ditch Cleanout – 150 – 300 mm in depth	L.M.	200	\$_____	\$_____
1.14	SP	Topsoil and Hydro Seeding	Sq. M.	1,200	\$_____	\$_____
1.15	543, SP	Traffic Control	L.S.	1		\$_____
1.16	SP	Contingency Allowance	L.S.	1		\$ 4,000
Total for Item No. 1: (excluding H.S.T)						\$_____

ITEM 2: Sunset Drive – Forest Hill Drive to Olivers Lane

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
2.1	SP	Saw cutting of Asphalt	L.M.	50	\$_____	\$_____
2.2	206, 330, SP	In Place Full Depth Reclamation, Asphalt	Sq. m	3,500	\$_____	\$_____
2.3	206, 510, SP	Road/Earth Excavation (Prov.)	Cubic metres	200	\$_____	\$_____
2.4	314, 1010, SP	Granular 'B' Type 1 (Prov.)	Tonne	325	\$_____	\$_____
2.5	SP	Granular 'A' – Road	Tonnes	525	\$_____	\$_____
2.6	SP	Removal of Surplus Road Material	Cubic metres	300	\$_____	\$_____
2.7	310, 311, SP	Hot Mix Asphalt, HL3	Tonnes	575	\$_____	\$_____
2.8	311, SP	Asphalt Driveways	Sq. m.	200	\$_____	\$_____

2.9	311, SP	Concrete Driveway	Sq. m.	20	\$ _____	\$ _____
2.10	311, SP	Removal and Replacement of Interlocking Driveway	Sq. m.	20	\$ _____	\$ _____
2.11	401, 421, SP	Removal and Replacement of entrance culvert	L.M.	40	\$ _____	\$ _____
2.12	SP	Flushing Existing Culverts	L.M.	50	\$ _____	\$ _____
2.13	314, 1010, SP	Granular "A" – Shoulders and Driveways	Tonnes	200	\$ _____	\$ _____
2.14	SP	Ditch Cleanout - 0 – 150 mm in depth	L.M.	350	\$ _____	\$ _____
2.15	SP	Ditch Cleanout – 150 – 300 mm in depth	L.M.	300	\$ _____	\$ _____
2.16	SP	Topsoil and Hydro Seeding	Sq. M.	2,600	\$ _____	\$ _____
2.17	543, SP	Traffic Control	L.S.	1		\$ _____
2.18	SP	Contingency Allowance	L.S.	1		\$ <u>7,000</u>
Total for Item No. 2: (excluding H.S.T)						\$ _____

ITEM 3: Sunrise Court – Sunset Drive to the end

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
3.1	SP	Saw cutting of Asphalt	L.M.	50	\$ _____	\$ _____
3.2	206, 330, SP	In Place Full Depth Reclamation, Asphalt	Sq. m	2,100	\$ _____	\$ _____
3.3	206, 510, SP	Road/Earth Excavation (Prov.)	Cubic metres	100	\$ _____	\$ _____
3.4	314, 1010, SP	Granular 'B' Type 1 (Prov.)	Tonne	190	\$ _____	\$ _____

3.5	SP	Granular 'A' – Road	Tonnes	325	\$ _____	\$ _____
3.6	SP	Removal of Surplus Road Material	Cubic metres	180	\$ _____	\$ _____
3.7	310, 311, SP	Hot Mix Asphalt, HL3	Tonnes	350	\$ _____	\$ _____
3.8	311, SP	Asphalt Driveways	Sq. m.	180	\$ _____	\$ _____
3.10	311, SP	Removal and Replacement of Interlocking Driveway	Sq. m.	30	\$ _____	\$ _____
3.11	401, 421, SP	Removal and Replacement of entrance culvert	L.M.	30	\$ _____	\$ _____
3.12	SP	Flushing Existing Culverts	L.M.	50	\$ _____	\$ _____
3.13	314, 1010, SP	Granular "A" – Shoulders and Driveways	Tonnes	150	\$ _____	\$ _____
3.14	SP	Ditch Cleanout - 0 – 150 mm in depth	L.M.	200	\$ _____	\$ _____
3.15	SP	Ditch Cleanout – 150 – 300 mm in depth	L.M.	150	\$ _____	\$ _____
3.16	SP	Topsoil and Hydro Seeding	Sq. M.	1,400	\$ _____	\$ _____
3.17	543, SP	Traffic Control	L.S.	1		\$ _____
3.18	SP	Contingency Allowance	L.S.	1		\$ <u>6,000</u>
Total for Item No. 3: (excluding H.S.T)						\$ _____

ITEM 4: Paige Court – Sunset Drive to the end

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
4.1	SP	Saw cutting of Asphalt	L.M.	50	\$ _____	\$ _____
4.2	206, 330, SP	In Place Full Depth Reclamation, Asphalt	Sq. m	1,800	\$ _____	\$ _____
4.3	206, 510, SP	Road/Earth Excavation (Prov.)	Cubic metres	100	\$ _____	\$ _____
4.4	314, 1010, SP	Granular 'B' Type 1	Tonne	190	\$ _____	\$ _____
4.5	SP	Granular 'A' – Road	Tonnes	300	\$ _____	\$ _____
4.6	SP	Removal of Surplus Road Material	Cubic metres	160	\$ _____	\$ _____
4.7	310, 311, SP	Hot Mix Asphalt, HL3	Tonnes	300	\$ _____	\$ _____
4.8	311, SP	Asphalt Driveways	Sq. m.	180	\$ _____	\$ _____
4.10	311, SP	Removal and Replacement of Interlocking Driveway	Sq. m.	30	\$ _____	\$ _____
4.11	401, 421, SP	Removal and Replacement of entrance culvert	L.M.	30	\$ _____	\$ _____
4.12	SP	Flushing Existing Culverts	L.M.	50	\$ _____	\$ _____
4.13	314, 1010, SP	Granular "A" – Shoulders and Driveways	Tonnes	100	\$ _____	\$ _____
4.14	SP	Ditch Cleanout - 0 – 150 mm in depth	L.M.	200	\$ _____	\$ _____
4.15	SP	Ditch Cleanout – 150 – 300 mm in depth	L.M.	150	\$ _____	\$ _____
4.16	SP	Topsoil and Hydro Seeding	Sq. M.	1,400	\$ _____	\$ _____
4.17	543, SP	Traffic Control	L.S.	1		\$ _____

4.18	SP	Contingency Allowance	L.S.	1		\$ <u>6,000</u>
Total for Item No. 4: (excluding H.S.T)						\$ _____

ITEM 5: Cornish Hollow Road – County Road 74 to 1.2 km’s north of County Road 74

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
5.1	SP	Saw cutting of Asphalt	L.M.	200	\$ _____	\$ _____
5.2	206, 330, SP	In Place Full Depth Reclamation, Asphalt	Sq. m	9,100	\$ _____	\$ _____
5.3	206, 510, SP	Road/Earth Excavation (Prov.)	Cubic metres	500	\$ _____	\$ _____
5.4	314, 1010, SP	Granular 'B' Type 1 (PROV.)	Tonne	925	\$ _____	\$ _____
5.5	SP	Granular 'A' – Road	Tonnes	1,400	\$ _____	\$ _____
5.6	SP	Removal of Surplus Road Material	Cubic metres	300	\$ _____	\$ _____
5.7	310, 311, SP	Hot Mix Asphalt, HL3	Tonnes	1,475	\$ _____	\$ _____
5.8	311, SP	Asphalt Driveways	Sq. m.	700	\$ _____	\$ _____
5.9	311, SP	Concrete Driveway	Sq. m.	20	\$ _____	\$ _____
5.10	401, 421, SP	Removal and Replacement of entrance culvert	L.M.	80	\$ _____	\$ _____
5.11	SP	Flushing Existing Culverts	L.M.	200	\$ _____	\$ _____
5.12	314, 1010, SP	Granular "A" – Shoulders and Driveways	Tonnes	450	\$ _____	\$ _____
5.13	SP	Ditch Cleanout - 0 – 150 mm in depth	L.M.	800	\$ _____	\$ _____

5.14	SP	Ditch Cleanout – 150 – 300 mm in depth	L.M.	600	\$_____	\$_____
5.15	SP	Topsoil and Hydro Seeding	Sq. M.	5,500	\$_____	\$_____
5.16	543, SP	Traffic Control	L.S.	1		\$_____
5.17	SP	Contingency Allowance	L.S.	1		\$ <u>12,000</u>
Total for Item No. 5: (excluding H.S.T)						\$_____

SCHEDULE II - EXPERIENCE and SUB-CONTRACTORS

1. Experience Summary

Provide a list of projects of a similar size and type that have been completed by your company during the past five years.

2. Sub-Contractors

Provide a list of sub-contractors for the approval of the Township that you propose to use on this contract.

3. Completion of the Projects

The entire project must be completed by **October 4, 2019.**

We, (Bidder's Name) _____ agree to commence work within _____ calendar days from the date of entering into an agreement with the Township of Hamilton.

We agree to complete the work within _____ weeks from the date of entering into an agreement with the Township of Hamilton.

ITEM IV - SPECIAL PROVISIONS - GENERAL

SCOPE OF WORK

It shall be the Contractor's responsibility to obtain the latest edition of the Ontario Provincial Standard Specifications and Drawings. Only the municipal and provincial common standards in OPS Volumes 1 to 4 and the municipal-oriented specifications in OPS Volumes 7 and 8 apply to this Contract, unless specified otherwise in the Contract Documents. The Ontario Provincial Standards in effect immediately prior to the call for Tenders for this Contract shall apply for the duration of the Contract.

It shall be the Contractor's responsibility to conduct site preparation under all items of this contract through construction zones on all roads using Ontario Traffic Manual, Book 7. There will be no additional payment for site preparation as required unless specified in the Form of Tender and may include but not necessarily limited to:

- Cost of the Performance Bond and Liability Insurance as required under this Contract;
- Supplying a foreman or a representative on the job at all times and layout;
- Security protection of the Contractor's materials during the course of the Contract;
- Removal, salvage, storage and reinstallation of all road signage located within the project limits. Reinstallation to be as directed by the Engineer;
- Supply and placing temporary stop signs at side road locations;
- Moving onto the site and setting up the Contractor's office, storage facilities, plant, etc., and moving off the site and removal of the Contractor's office, storage facilities, plant, etc.;
- Supply of portable sanitary toilet facilities.
- Supply all Construction Signs and Install them as per, Ontario Traffic Manual, Book 7, temporary conditions
- Layout and offsetting centreline.

HOURS OF WORK

The Contractor shall be prohibited from the operation of construction equipment during the following times:

- 7:00 p.m. – 7:00 a.m.;
- Night, Saturday, Sunday or work on Holidays will not be permitted without written permission to the Township of Hamilton; and
- The Contractor shall comply with any municipal noise control bylaws which may be applicable to this area.

ITEM IV - SPECIAL PROVISIONS – TENDER ITEMS

Saw cutting of Asphalt – Items # 1.1, 2.1, 3.1, 4.1 and 5.1

1. The Contractor shall saw cut the asphalt as directed by the Contract Administrator and all work shall be in accordance with OPSS 510.
2. Measurement for payment shall be based on the linear metre, regardless of the depth, all in accordance with the unit price bid for all items in the Form of Tender.

In Place Full Depth Reclamation, Asphalt – Item # 1.2, 2.2, 3.2, 4.2 and 5.2

1. All in accordance with OPSS 206, 330, 330 (modified).
2. The Contractor will be required to pulverize the entire road, gravel, surface treatment, including tapers, radii, widenings, shoulder, etc. and includes the processing regardless of depth of underlying asphalt materials or as specified by the Contract Administrator. The reclaimed material shall be placed in such a manner so as to minimize any segregation and the compacted surface of the asphalt mix shall be in accordance with the surface tolerances of OPSS 301. This may require modifications or specially adapted equipment to complete the work. The finished reclaimed mix shall be compacted to a minimum of 96% of the laboratory compacted density or as noted in the laboratory prepared mix design. The Contractor shall provide details on methods of compaction to be utilized. The processing shall be carried out so that all material passes the 26.5 mm sieve and not more than 65% passes the 4.75 mm sieve.
3. The compacted mix shall be smooth and true to the established crown and grade. Maintain crossfall of 2% minimum to 3% maximum. The Contractor is to confirm the crossfall of reclaimed area to the Contract Administrator. All deficient areas shall be reprofiled or padded with hot mix asphalt to meet the specified surface tolerance, all at the Contractor's expense. The grade and slope of the finished reclaimed mix shall meet tolerances as per OPSS 314 specifications for Granular "A". Completed horizontal and vertical profile must be uniform and consistent all in accordance with OPSS 301.
4. Measurement for payment is based on the final actual roadway area in square metres per OPSS 330.09, all in accordance with the unit price bid for all items in the Form of Tender.
5. Existing surface will be reclaimed to a minimum depth of 200 mm, mixed, profiled and graded, in accordance with OPSS 330 (modified).

Road/Earth Excavation (PROV.) – Items # 1.3, 2.3, 3.3, 4.3 and 5.3

1. This Item shall include all excavation of materials as required and shall be in accordance with OPSS 206, as directed by the Contract Administrator.
2. Excavate to a depth of 500 mm below grade and proof rolling of sub-grade.
3. Excess material shall be disposed of by the Contractor off site to the satisfaction of all area jurisdictions and the Contract Administrator. Unit payment will be considered part of this Item.
4. Measurement for payment is based on the final volume of earth removed in cubic metres.
5. Backfill for the sub-excavation shall be Granular 'B' (Type I), (under the appropriate Item) unless adverse drainage conditions are created (i.e.: non-drainage depressions) whereas select native material shall be used.

Granular 'B', Type 1 (PROV.) – Items # 1.4, 2.4, 3.4, 4.4 and 5.4

1. Payment shall be made under this item for the supply, placing, grading and compacting Granular 'B'-Type I as directed by the Contract Administrator, and shall be in accordance with OPSS 314 and OPSS 501.
2. The Contractor shall acquire Granular 'B'- Type I from a known and approved source. Documentation shall be shown to the Contract Administrator. All Granular material shall be in accordance with OPSS 1010.
3. Granular 'B' will be compacted to a thickness of 300 mm.
4. Measurement for payment shall be per tonne, as evidenced by weigh scale tickets, signed by the Municipal Construction Inspector on site. Payment at the tendered unit price shall be compensation in full for all related work. Material tickets shall be submitted to the Municipal Construction Inspector on a daily basis, tickets submitted late will not be considered for payment.

Granular 'A', Road – Items # 1.5, 2.5, 3.5, 4.5 and 5.5

1. Under this item the Contractor will be required to supply, place, shape and compact the material which shall form base material for the roadway, which shall be installed to the grade and depths of approx. 100 mm.
2. Testing - all granular material shall be tested at the source and prior to delivery on-site to verify that gradation requirements have been met and conform to OPSS 1010. The Contractor shall provide Quality Control (QC) results taken per OPSS 1010.07.02 to the Township within forty-eight (48) hours upon request. The Township shall conduct all Quality Assurance (QA) activities in accordance with OPSS 1010.08 within forty-eight (48) hours notice to the Contractor, as required.
3. Maintain a crossfall of 2% minimum to 3% maximum. The Contractor is to confirm the crossfall with the Township. Completed Horizontal and Vertical Profile shall be uniform and consistent all in accordance with OPSS 301.

4. Compaction per OPSS 501.08.02 and shall be deemed to be included in this item. There will be no additional payment for compaction, as required.
5. Measurement for payment shall be per tonne, as evidenced by weigh scale tickets, signed by the Municipal Construction Inspector on site. Payment at the tendered unit price shall be compensation in full for all related work. Material tickets shall be submitted to the Municipal Construction Inspector on a daily basis, tickets submitted late will not be considered for payment.

Removal of Surplus Road Material – Items # 1.6, 2.6, 3.6, 4.6 and 5.6

1. This Item shall include all removal of surplus materials as required and shall be in accordance with OPSS 206, as directed by the Contract Administrator.
2. This item will allow the township to have more control over vertical alignment and to ensure the existing driveways match into the new road.
3. Surplus road material shall be disposed of by the Contractor off site to the satisfaction of all area jurisdictions and the Contract Administrator. Unit payment will be considered part of this Item.
4. Measurement for payment is based on the final volume of earth removed in cubic metres.

Hot Mix Asphalt, HL3 – Items # 1.7, 2.7, 3.7, 4.7 and 5.7.

1. All in accordance with OPSS 310, 1003, and 1101.
2. The depth of the asphalt applied is as follows, 60 mm compacted thickness full lane width.
3. The work of this item shall include, without limitation, placement and compaction of HL3 hot mix asphalt on the road as specified.
4. Work shall be done in accordance with OPSS 310, and 102. Weighing of materials shall be done in accordance with OPSS 102.
5. The minimum cement content will be 5.0%, PG 58-28, 3.5% air voids, and stability of 10,000 (n). The asphalt mix design shall be submitted to the Township for approval at least ten (10) days prior to the commencement of any paving operations.
6. The maximum content of recycled asphalt pavement (RAP) is 0% for HL3 design.
7. The Contractor will be required to perform all saw cutting of the intersection roadways as directed by the Township.
8. Where vertical faces are encountered (i.e. concrete curb, utility covers) they shall be tack coated prior to Hot Mix Paving with SS-1 or SS-1H emulsified asphalt, diluted with an equal volume of water applied at a rate of 0.5 kg/m². Tack coat shall be supplied and placed in accordance with OPSS.
9. Prior to placement of the asphalt surface, the Contractor shall be required to mill an adequate transition in the existing roadway surface at the termination of the project to ensure a smooth transition of surfaces.

10. The Contractor will be required to utilize a Load Transfer Device (LTD). The LTD shall be of sufficient capacity to enable continuous Hot Mix Paving with minimal interruption.
11. The Contractor will be required to mill a 40 mm deep by 3 m wide joint at the termination of all paving sections.
12. Measurement for payment of roadway asphalt shall be per tonne, as evidenced by weigh scale tickets, signed by the inspector on site. Payment at the tendered unit price shall be compensation in full for all related work. Asphalt tickets shall be submitted to the Municipal Construction Inspector on a daily basis, tickets submitted late will not be considered for payment.

Asphalt Driveways – Items # 1.8, 2.8, 3.8, 4.8 and 5.8

1. All in accordance with OPSS 310, 311, 1003, 1101, 1150 and OPSD 301.01 (modified).
2. This item covers the requirements for the construction of asphalt entrances, including: preparation, saw cuts, excavation, grading of Granular "A", and placing of Hot Mix Asphalt, and disposal of surplus material off site at the locations, or as Directed by the Township.
3. If Granular "A" is needed, it will be paid under Granular 'A' – Road.
4. Hot Mix Asphalt shall be HL3 for this item, with a minimum compacted thickness of 50 mm or as directed by the Township.
5. Hot Mix Asphalt HL3 will be paid by the tonne as per the item.
6. The contractor shall coordinate the work with entrance owner(s) to ensure minimal disruption to the owner.
7. Measurement for payment shall be based on the measured square metre area regardless of the depth, including all other material and equipment. All in accordance with the unit price bid in the Form of Tender.

Concrete Driveways – Items # 2.9 and 5.9

1. This special provision covers the requirements for construction of concrete sidewalk and concrete entrances, locations and widths as directed by the Contract Administrator.
2. The requirements of OPSS 351 shall apply unless noted otherwise.
3. Concrete sidewalk thickness shall be in accordance with OPSD 310.010, 310.020, and 310.033, Granular 'A' depth shall be 150mm.
4. Concrete entrances shall include 150 mm Granular 'A' material and Welded Wire Fabric (WWF) 305 x 305 x WW 22.6 x WW 22.6.
5. The Contractor shall coordinate sidewalk placement with the adjacent property owners. The Contractor must provide alternate access.
6. The Contractor shall coordinate the work with entrance owner(s) to ensure minimal disruption to the owner. If required temporary entrances will be installed.

7. Measurement for payment shall be based on the measured square metre area regardless of the depth, including all other material and equipment. All in accordance with the unit price bid in the Form of Tender.

Removal and Replacement of Interlocking Driveway – Items # 2.10, 3.10 and 4.10.

1. This special provision covers the requirements for removal and replacement of interlocking driveway, locations and widths as directed by the Contract Administrator.
2. The Contractor shall coordinate the work with entrance owner(s) to ensure minimal disruption to the owner. If required temporary entrances will be installed.
3. Measurement for payment shall be based on the measured square metre area regardless of the depth, including all other material and equipment. All in accordance with the unit price bid in the Form of Tender.

Removal and Replacement of entrance culverts – Items # 1.9, 2.11, 3.11, 4.11 and 5.10.

1. The Contractor will be completely responsible for removing and installing a new cross culvert at the intersection of Georgina Street and Smith Street. Culvert diameter is 400 mm but Contractor will need to confirm this diameter. There will be no additional cost for a different diameter of culverts. The new culvert will be Corrugated Steel Pipe with a gauge of 1.6 mm. If culvert is determined to be satisfactory in condition, it will be reused and a responsible credit will be given to the township.
2. Bedding material will be Granular 'A', a minimum of 150 mm underneath the pipe and a minimum of 300 mm around the pipe. This will be included in the unit price.
3. Cross culvert will need a Frost Treatment as per OPSD 803.030 or 803.031. All Granular 'A' material needed will be include in this item.
4. Payment shall be made for this item by the linear metre, regardless of depth. Payment at the contract price for the above tender item shall be full compensation for all labour, equipment and material required to do the work.

Flushing Existing Culverts – Item # 1.10, 2.12, 3.12, 4.12 and 5.11

1. The Contractor will be completely responsible for the flushing and cleaning of the existing culverts by use of a Hydro-vac unit.
2. Flushing operations shall ensure excess sediment loaded water is not flushed downstream of the culvert.
3. Payment will include all work for the removal and disposal of all accumulated debris at an offsite location arranged by the contractor.

4. Payment shall be made for this item by the linear metre, regardless of water volume or debris. Payment at the contract price for the above tender item shall be full compensation for all labour, equipment and material required to do the work.

Granular 'A' – Shoulders and Driveways – Items # 1.11, 2.13, 3.13, 4.13 and 5.12.

1. Under this item, the Contractor will be required to complete all grading and adequate compaction for the rehabilitation of the shoulders and driveways.
2. Payment shall be made under this item for the grading and compacting of Granular 'A' as directed by the engineer, and shall be in accordance with OPSS 314 and OPSS 501.
3. The Contractor will be completely responsible for grading and adding Granular 'A', as necessary, to ensure positive drainage in the driveways.
4. Gravel driveways will be in the same condition or better once construction has been completed. Driveways will have the same size, shape, and slope after construction as they were before construction.
5. Compaction under this Item shall be in accordance with OPSS 501.08.02 and shall be deemed to be included in this Item. There will be no additional payment for compaction, as required.
6. This work consists of supplying, placing, shaping, mixing, profiling and compacting the shoulders and driveways to provide a minimum crossfall of 4% to 6% maximum.
7. Measurement for payment shall be per tonne, as evidenced by weigh scale tickets, signed by the Municipal Construction Inspector on site. Payment at the tendered unit price shall be compensation in full for all related work. Material tickets shall be submitted to the Municipal Construction Inspector on a daily basis, tickets submitted late will not be considered for payment

Ditch Cleanout, 0-150 mm in depth – Item # 1.12, 2.14, 3.14, 4.14 and 5.13.

1. Contractor shall be responsible for disposal of all material at the Contractors cost.
2. The Contractor shall excavate and dispose of existing material and ensure positive drainage in locations indicated by the Township.
3. The Contractor shall also ensure that all ditches that are disturbed will be grass seeded.
4. This item will cover all ditch cleanout depths from 0 to 150 mm.
5. Payment shall be made for this item by the linear metre, regardless of depth. Payment at the contract price for the above tender item shall be full compensation for all labour, equipment and material required to do the work.

Ditch Cleanout, 150-300 mm in depth – Item # 1.13, 2.15, 3.15, 4.15 and 5.14.

1. Contractor shall be responsible for disposal of all material at the Contractors cost.
2. The Contractor shall excavate and dispose of existing material and ensure positive drainage in locations indicated by the Township.
3. The Contractor shall also ensure that all ditches that are disturbed will be grass seeded.
4. This item will cover all ditch cleanout depths from 150 to 300 mm.
5. Payment shall be made for this item by the linear metre, regardless of depth. Payment at the contract price for the above tender item shall be full compensation for all labour, equipment and material required to do the work.

Topsoil and Hydro Seeding – Item # 1.14, 2.16, 3.16, 4.16 and 5.15

1. Screened topsoil shall be placed to a minimum depth of 100 mm in disturbed grass areas. The Contractor has the option of providing screened topsoil from the stripping stock pile in lieu of imported.
2. The grading and depth of topsoil shall be approved by the Contract Administrator prior to placing sod. Any seed placed prior to approval of the topsoil shall be deemed to be unacceptable.
3. Hydraulic mulch shall be capable of dispersing rapidly in water to form homogeneous slurry and remain in such state where agitated or mixed with other specified materials. When applied, the hydraulic mulch shall be capable of forming an absorptive mat which will allow moisture to percolate into the underlying soil. It shall contain no growth or germination inhibiting factors. The mulch shall be dry, be free of weeds and all other foreign material and shall be supplied in packages bearing the manufacturer's label clearly indicating mass and product name. Tackifier shall be added to the slurry before spraying according to the supplier's specifications.
4. Hydraulic mulch type shall be specifically manufactured for use in hydraulic seeding equipment (non-toxic, water activated, green colouring), free of germination and growth inhibiting factors. The mulch shall be a mixture consisting of shredded newsprint, raw cotton fiber and straw processed to produce fiber lengths of 15 mm minimum and 25 mm maximum. The greater proportion of the ingredients of this mulch shall be straw. Hydraulic mulch shall be dyed green or another colour approved by the Authority.
5. If seed has not taken and rooted in 30 days, the contractor will spray a second application for no additional cost.
6. Water shall be free of any contaminants which would adversely affect growth.
7. Seed to be tableland grass mixture applied at 5kg/acre as supplied by Ontario Seed Company or approved equivalent.
8. Measurement for payment shall be based on the measured square metre area regardless of the depth, including all other material and equipment. Payment at

the contract price for the above tender item shall be full compensation for all labour, equipment and material required to do the work.

Traffic Control – Items # 1.15, 2.17, 3.17, 4.17 and 5.16.

1. Under this item the Contractor will provide all temporary traffic control, including; signage, flagging, cones, delineating tape, etc. for road and water construction.
2. All traffic control devices and procedures shall conform to the Ministry of Labour Occupational Health & Safety Act and Regulations. The Contractor shall be responsible for preparing a Traffic Protection Plan, to comply with the Ministry of Transportation Temporary Conditions Manual – Book 7. Contractor to submit copies of traffic control plans to the Township. One lane of traffic must be maintained at all times during the working day with the roadway opened to two lanes of traffic at night.
3. Payment of this item shall be by the lump sum.

Contingency Allowance – Items # 1.16, 2.18, 3.18, 4.18 and 5.17.

1. The contingency amount is intended to cover the cost of any unexpected or unforeseen work items which may arise over the course of the project, and may include additional work under Contract items or on a time and material basis, as directed by the Township.
2. All payments to be made under this item must be approved in writing in advance of the work by the Township.

APPENDIX A - DEFINITIONS

Contract/Contract Documents – collection of documents representing a commitment from both the successful Bidder and the Owner to complete Work as described in the documents

Contractor – successful Bidder

Contract Administrator – Hamilton Township Manager of Public Works or designate.

Engineer – Hamilton Township Manager of Public Works or designate.

The Township– the Corporation of the Township of Hamilton.

Subcontractor – person or corporation having a contract with the Contractor or another subcontractor, for execution of a part or parts of the Work included in the Contract

Work– the supply of all material, equipment and labour as described in the Contract Document(s), including provisional items, where appropriate.