

NORTH
GLENGARRY
NORD



THE CORPORATION OF THE TOWNSHIP OF NORTH
GLENGARRY

Tender No. RDS 2019-06

TENDER FOR CONCRETE SIDEWALK REPLACEMENT

August 1st, 2019

INDEX

SECTION A	FORM OF TENDER
SECTION B	INFORMATION FOR TENDERERS
SECTION C	AGREEMENT BETWEEN OWNER AND CONTRACTOR
SECTION D	GENERAL CONDITIONS OF CONTRACT
SECTION E	SPECIAL PROVISIONS – ITEMS
SECTION F	TENDER DETAIL DRAWINGS
SECTION G	ONTARIO PROVINCIAL STANDARD DRAWINGS
SECTION H	SIDEWALK QUANTITY BREAKDOWN AND LOCATION MAPS

SECTION A
FORM OF TENDER

TOWNSHIP OF NORTH GLENGARRY

FORM OF TENDER

Tender for: Concrete Sidewalk Replacement in Alexandria

PROJECT DESCRIPTION

The scope of work consists of replacing the concrete sidewalk on Sandfield Avenue South, on the West side of the street from St. Paul Street to Lochiel Street East (SDG County Road 10) in Alexandria, Ontario.

Scope of Work:

- Removal of existing concrete sidewalks
- Preparation of Granular "A" base
- Placement of monolithic concrete curb and sidewalk

The work shall be performed as per the Ontario Provincial Standard Specifications (OPSS), Ontario Provincial Standard Drawings (OPSD) that are applicable and the tender detail drawings. Also, the contractor is responsible to distribute all public notices as required to affected residents on Sandfield Avenue South.

CLOSING DATE: August 29, 2019

CLOSING TIME: 11 am (local time)

Please **PRINT** or **TYPE** the required information in the space provided.

SUBMITTED BY:

NAME of Firm or Individual (Hereafter Referred to as the "TENDERER")

ADDRESS:

STREET

CITY, PROVINCE AND POSTAL CODE

TELEPHONE NO.

SIGNEE:

NAME of Person Signing for the Tenderer TITLE of Person

SCHEDULE OF ITEMS AND PRICES Part A: Miscellaneous Sidewalk Replacement

ITEM NO.	SPEC. CODE	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
A1	OPSS 351 OPSS 353 OPSS 180 OPSS 314 OPSS 501 OPSS 706 OPSS 805 SP 1 SP 2	Monolithic Concrete Curb and Sidewalk – 1.5 m Wide. Item Includes removal of existing concrete and/or asphalt sidewalk, removal of curb and reinstatement of adjacent property in Alexandria,	m ²	768		
SUB-TOTAL						
HST (13%)						
TOTAL Incl. HST						

Note: It is understood that the estimated quantities in the foregoing are solely for the purpose of facilitating the comparison of bids and the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than shown herein.

Report tender total in writing

Contractor's Tax Registration Number

LIST OF TENDER DOCUMENTS

1. FORM OF TENDER
2. INFORMATION FOR TENDERERS: As issued with the Tender
3. SPECIAL PROVISIONS: As issued with the Tender
4. CONTRACT DRAWINGS: As issued with the Tender, and listed below:
 - Tender Detail Drawings (Section F)
 - o D1 – Monolithic Concrete Curb and Sidewalk.
 - o D2 – Vehicle Entrances and sidewalk joint construction
 - Ontario Provincial Standard Drawings (Section G)
 - o 310.030 , 1993-10-01 – Concrete Sidewalk Ramps at Intersections
 - o 310.040M, Nov 2015 – Utility Isolation in Concrete Sidewalks
 - Sidewalk Location Maps (Section H)
 - o Alexandria, Ontario

5. STANDARD SPECIFICATIONS

The applicable Ontario Provincial Standard Specifications (OPSS) as produced and amended by the government of Ontario is listed in the Table below. The OPSS have not been reproduced for inclusion in the Contract Documents however the Contractor is required to obtain his own copy which are applicable to this contract.

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, unless as noted as otherwise in the contract, shall apply for the duration of the Contract.

Please note that if the specifications in the table below refer to other Ontario Provincial Standard Specifications for Construction and Materials it is assumed that they form part of this tender as if they were listed as part of this tender.

SPEC. NO.	DATE	SPEC. NO.	DATE	SPEC. NO.	DATE
OPSS 180	NOV 2011	OPSS 402	NOV 2010	OPSS 703	NOV 2014
OPSS 206	NOV 2013	OPSS 407	NOV 2015	OPSS 706	NOV 2011
OPSS 310	NOV 2012	OPSS 410	NOV 2015	OPSS 802	NOV 2010
OPSS 311	NOV 2009	OPSS 421	NOV 2015	OPSS 803	NOV 2015
OPSS 314	NOV 2015	OPSS 501	NOV 2014	OPSS 804	NOV 2014
OPSS 351	NOV 2015	OPSS 510	NOV 2014	OPSS 805	NOV 2015
OPSS 353	NOV 2010	OPSS 511	NOV 2013	OPSS 1850	APR 2013

6. AGREEMENT BETWEEN OWNER AND CONTRACTOR: As issued with the Tender.

7. GENERAL CONDITIONS OF CONTRACT: As issued with the Tender and listed below:

The Ontario Provincial Standard General Conditions of Contract, OPSS.MUNI 100, dated November 2006

LIST OF PROPOSED SUBCONTRACTORS

SUB-TRADE

NAME OF SUBCONTRACTOR

ADDRESS

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT

_____ as
Principal hereinafter called the Principal, and
_____ a corporation created and
existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as
Surety, hereinafter called the Surety, are held and firmly bound unto _____

_____ as
Obligee hereinafter called Obligee, in the amount of:
_____ Dollars (\$ _____) lawful
money of Canada, for the payment of which sum, well and truly to be made, the Principal and the surety
bind themselves, their heirs, executors, administrators, successors and assigned, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a written tender to the Obligee, dated the _____ day
of _____ 20_____, for _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have
the tender accepted within sixty (60) days from the closing date of tender and the said Principal will,
within the time required enter into a formal contract and give the specified security to secure the
performance of the terms and conditions of the Contract, then his obligation shall be null and void;
otherwise the Principal and the Surety will pay unto the Obligee the difference in money between the
amount of the bid of the said Principal and the amount for which the Obligee legally contracts with
another party to perform the work if the latter amount be excess of the former.

The Principal and the Surety shall not be liable for a greater sum than the specified penalty of this Bond.
Any suit under this Bond must be instituted before expiration of six months from the date of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this
_____ day of _____, 20_____

SIGNED AND SEALED In the presence of

(_____)

Witness to Principal Principal

(_____)

Surety Company

AGREEMENT TO BOND

<p>Surety Co. _____ :</p> <p>_____</p> <p>_____</p> <p>_____, <u>2019</u></p> <p>(Owner)</p>
--

Dear Sirs:

Subject: Construction of _____

Location: _____

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

_____ (hereinafter referred to as the "Tenderer") for the construction of:

(description of Work) _____

the express conditions that the Owner receive the Performance Bond and the Labour and Material Payment Bond in accordance with the said tender, we the undersigned hereby agree with the Owner to become bound to the Owner as surety for the Tenderer in a Performance Bond and a Labour and Material Payment Bond each in an amount equal to that stated in the Information for Tenderers and in the appropriate forms, and we agree to furnish the Owner with said Bonds within seven (7) days after notification of the acceptance of the said tender.

Yours truly

_____ (Seal)

DECLARATION BY TENDER

The Tenderer has carefully examined the Tender Document and understands and accepts the conditions set out therein.

The Tenderer acknowledges that Addendum/Addenda No. _____ inclusive has/have been received and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

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

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

The Tenderer by the Tender offers to furnish all labour, equipment and material for the performance of the Work for the Unit prices set forth in this Tender, all in accordance with the Tender Documents.

The Owner reserves the right to accept or reject any or all tenders and to waive irregularities at its discretion. The Owner reserves the right to accept a tender other than the lowest price without stating the reasons. By the act of submitting its tender, the contractor waives any right to contest, in any legal proceeding or action, the right of the Owner to award the work to whomever it chooses, and for whatever reasons the Owner deem appropriate. Without limiting the generality of the foregoing, the Owner may consider any factor besides price and capability to perform the work that it deems, in its sole discretion, to be relevant to its decision, including but not limited to the following:

1. Any past experience with the bidder or lack thereof;
2. The results of any reference check done by the Owner;
3. Information relating to the financial state of the bidder, however obtained and;
4. Any other factors that the Owner deems pertinent in the selection process.

The successful bidder shall be expected to submit a complete tender and enter into a formal contract with the Owner.

This offer shall be irrevocable for a period of forty-five days following the date of Tender Closing.

DATED AT: _____ this _____ of _____, _____

Signature:

Print Name:

Print Title:

**SECTION B INFORMATION FOR
TENDERERS**

INFORMATION FOR TENDERERS

1.0 DEFINITIONS

- 1.1 Wherever the word "Owner" is used, it shall be deemed to mean "Township of North Glengarry".
- 1.2 Wherever the words "Bidder" or "Tenderer" are used, it shall be deemed to mean those individuals, firms or companies submitting bids on specified material or services required and tendered by the Owner.
- 1.3.1 Wherever the word "Contract Administrator" is used, it shall be deemed to mean the person or persons authorized to act on behalf of the Corporation.
- 1.4 Wherever the word "Consultant" is used, it shall be deemed to mean "Name of Engineering firm authorized to act on behalf of the Corporation."
- 1.5 "Tender Document" includes the Form of Tender, General Conditions of Contract, Information for Tenderers, any other documents listed in the Tender and any addenda thereto issued by the Owner.

2.0 UTILITY CO-ORDINATION AND PROTECTION

- 2.1 There is a number of above and below ground utilities within the work area that will require coordination and protection of the utility during construction. It will be the contractor's responsibility to consult with the various utilities, per OPS GC 7.13.03.

3.0 COMPLETION AND SUBMISSION OF TENDERS

- 3.1 All Tenders must be upon the blank Form of Tender, annexed hereto and shall give the price of each item of work proposed.
- 3.2 Tenders must be sealed in an envelope, and clearly marked:

The Township of North Glengarry
P.O. Box 700
90 Main Street South
Alexandria, Ontario
K0C 1A0

Attention: Michel P. Riberdy, C.E.T., Director of Public Works
Tender For: Concrete Sidewalk Replacement in Alexandria, Ontario
Tender No.: RDS-2019-06

- 3.3 The Tenderer shall complete all documents pertaining to this contract in ink or in type. Erasures and corrections shall be initialed by the Tenderer.
- 3.4 If the Tenderer is a corporation, an authorized officer of the corporation shall sign the Tender and shall affix the corporate seal.

- 3.5 If the Tenderer is a partnership, a minimum of two partners shall sign the Tender and the signatures shall be witnessed.
- 3.6 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Tender and the signature shall be witnessed.
- 3.7 The Tenderer shall submit the Tender by the date and time specified in the Form of Tender.
- 3.8 The Tenderer shall submit to the Owner in a sealed envelope:
 - (a) Tender Document;
 - (b) Bid Deposit; and
 - (c) Agreement to Bond

4.0 OPENING OF TENDERS

- 4.1 The tender envelope will be opened and the tenders read and recorded publicly shortly after the tender closing in the Township of North Glengarry Office, 90 Main Street South, Alexandria, Ontario
- 4.2 Tenders received after the specified time and date for the tender closing will not be considered.

5.0 WITHDRAWAL OR ALTERATION OF TENDERS

- 5.1 A Tenderer must notify the Treasurer in writing or in person before the closing time of the contract to withdraw a Tender.
- 5.2 Adjustments by telephone or letter to a Tender already submitted will not be considered. A Tenderer desiring to make adjustments to a Tender must withdraw the Tender and/or supersede it with a later Tender submission.

6.0 UNBALANCED, INCOMPLETE AND UNQUALIFIED TENDERS AND DISCREPANCIES

- 6.1 Tenders that contain prices which appear to be so unbalanced as likely to affect the interest of the Owner may be rejected.
- 6.2 Incomplete or unqualified Tenders will be rejected.
- 6.3 Wherever the amount tendered for an item does not agree with the extension of the tender quantity and the tendered unit price, the unit price shall govern and the amount and the total tender sum shall be corrected accordingly.
- 6.4 Mathematical discrepancies will be corrected by the Owner by appropriate means to arrive at the correct total tender sum. Where an error has been made in transferring an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the total tender

sum shall be corrected accordingly.

7.0 RESERVED

8.0 ENQUIRIES, OMISSIONS AND INTERPRETATIONS OF TENDER DOCUMENT

- 8.1 All index and reference numbers in the Form of Tender, Plans, Specifications, etc. are given for the convenience of the Tenderer and must be accepted only as a general guide to which the item is referred. It must not be assumed that such numbering is the only reference to each item, but the Plans and Specifications as a whole must be fully read in detail for each item.
- 8.2 Please ensure to read over the tender document carefully as there will not be any changes, under any circumstance, permitted once the tender has been submitted. Should more information be required, please contact Michel P. Riberdy, Director of Public Works at (613) 525-3087 or pwdirector@northglengarry.ca
- 8.3 No oral explanation or interpretation will modify any of the requirements or provisions of the Tender Documents.

9.0 BID DEPOSIT

- 9.1 Each Tender shall be accompanied by a Bid Bond (form annexed to Form of Tender), certified cheque payable to the Owner or a cash deposit equal to or greater than ten percent (10%) of the total tender sum.
- 9.2 Upon the award of the contract all Bid Deposits other than the low and second low bidders shall be returned to the applicable bidders by mail. When copies of the executed contract are returned and found acceptable, the Bid Deposit of the successful bidder and second low bidder shall be returned by mail.

10.0 AGREEMENT TO BOND

- 10.1 Each tender must be accompanied by a completed "Agreement to Bond" form to be completed by the Tenderer's Bonding Company (use form annexed).

11.0 RESERVED

12.0 SUCCESSFUL TENDERER – BONDING

- 12.1 A Performance Bond satisfactory to the Owner in the amount of one hundred percent (100%) of the Total Contract Price for a one year period, issued by an acceptable Surety Company with a head office in Canada, or authorized to carry on business in Canada, will be required on acceptance of the contract and before the commencement of any work.
- 12.2 Labour and Material Payment Bond (or certified cheque) satisfactory to the Owner in the amount of fifty percent (50%) of the Total Contract Price for a one year period, issued by an acceptable Surety Company with a head office in Canada, or authorized to carry on business in Canada, will be required on acceptance of the contract and before the commencement of any work.
- 12.3A Maintenance Bond (or certified cheque) satisfactory to the Owner in the amount of one hundred

percent (100%) of the Total Contract Price for a one year period, issued by an acceptable Surety Company with a head office in Canada, or authorized to carry on business in Canada, will be required on completion of the work.

13.0 SUCCESSFUL TENDERER – EXECUTION OF CONTRACT

13.1 Where a tender has been accepted and the successful Tenderer fails to execute his Contract and to furnish the required bonds and sureties within ten (10) days after notice to him, the Bid Deposit by him shall be forfeited to the use of the Owner, and also in cases when a Tenderer withdraws his tender before Council has considered the tenders and awarded a Contract, the amount of the Bid Deposit of the Tenderer so withdrawing his tender shall be forfeited to the Owner.

14.0 SUCCESSFUL TENDERER – COMMENCEMENT

14.1 It is anticipated that Council will award the Contract on September 9, 2019 and that the work can commence immediately.

15.0 SUCCESSFUL TENDERER – NON-RESIDENT OF ONTARIO

15.1 The Contractor shall immediately after being notified by the Owner that the Agreement has been executed by the Owner, 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 he furnishes the Performance Bond.

16.0 SUCCESSFUL TENDERER – INSURANCE

16.1 General liability insurance insuring the Contractor, the Owner, Stormont, Dundas & Glengarry County, Consultant, and Her Majesty the Queen in right of Ontario, with limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, with a property damage deductible not to exceed five thousand dollars (\$5,000), endorsed to provide the Owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage. The form of this insurance shall be the Insurance Bureau of Canada Form IBC 21000, dated 8-87 or its equivalent. The following additional endorsements are required:

- Cross Liability
- Contractual Liability
- Independent Contractors
- Products and Completed Operations
- Employer's Liability and Voluntary Compensation
- Non-owned automobile coverage with blanket contractual and physical damage for Hired Automobiles.

17.0 RESERVED

18.0 SUCCESSFUL TENDERER – TIME FOR COMPLETION

18.1 The Successful Tenderer shall complete the work by: November 1, 2019

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

19.0 SUCCESSFUL TENDERER – LIQUIDATED DAMAGES

19.1 Pursuant to OPS General Conditions of Contract, OPSS.MUNI 100, GC8.02.09 – LIQUIDATED DAMAGES, that in case all the work called for under the Contract is not finished or completed within the time specified and an extension of time is not granted pursuant to the OPS General Conditions of Contract, OPSS.MUNI 100, GC3.06 – EXTENSION OF CONTRACT TIME, damages will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by any reason of such delay, and the parties hereto agree that the Contractor will pay to the Owner, the sum of \$1,000.00 for Liquidated damages for each and every calendar days delay in finishing the work beyond the date prescribed.

SECTION C

AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the ____ day of _____ in the year _____ . By and between

The Corporation of the Township of North Glengarry

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the Work by the Contract Documents which

insert above the title of the work

located in

insert above the place of the work

1.2 do and fulfill everything indicated by the Agreement.

1.3 complete the Work by _____ and subject to adjustment in Contract Time as

provided for in the Contract Documents, and agree to pay Liquidated Damages each and every day's delay beyond the aforementioned time limit in the amount(s) pursuant to GC8.02.09 of the General Conditions of Contract.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement –THE WORK:
- Agreement Between *Owner* and *Contractor*
 - The General Conditions of Contract
 - Information for Tenderers
 - Form of Tender
 - Special Provisions for Items
 - Ontario Provincial Standard Specifications
 - Addenda
 - Detail Drawings
 - Ontario Provincial Standard Drawings
 - Sidewalk Location Maps

ARTICLE A-4 CONTRACT PRICE

- 4.1 The quantities shown in the Schedule of Contract Unit Prices are estimated. The *Contract Price* shall be the final sum of the products of the actual quantities that are incorporated in, or made necessary by the *Work*, as confirmed by count and measurement, and the appropriate Contract Unit Prices, together with any adjustments that are made in accordance with the provisions of the *Contract Documents*.

4.2 The Estimated Contract Price shall be the sum of the products of the estimated quantities and the appropriate Contract Unit Prices in the Schedule.

4.3 Schedule of Contract Unit Prices is in the Form of Tender.

4.4 Estimated *Contract Price*, excluding *Harmonized Sales Tax* is:

_____ Dollars
and _____ Cents \$ _____

4.5 Harmonized Sales Tax (13%) payable by the Owner to the Contractor ss:

_____ Dollars
and _____ Cents \$ _____

4.6 Total amount payable by the Owner to the Contractor for the construction of the Work is:

_____ Dollars
and _____ Cents \$ _____

All amounts are in Canadian Funds.

4.7 All amounts are in Canadian Funds.

4.8 These amounts shall be subject to adjustments as provided in the Contract Documents.

ARTICLE A-5 PAYMENT

5.1 The *Owner* shall pay the *Contractor* in Canadian funds for the performance of the *Contract*, the amount being determined by actual measured quantities of the individual *Work* items contained in the Schedule of Contract Unit Prices in the Form of Tender of this Agreement, and measured in accordance with the methods of measurement given in the Specifications.

5.2 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback of Ten percent (10%), the *Owner* shall, in Canadian funds:

- 1 make progress payments to the *Contractor* on account of the *Work* performed when due in the amount certified by the *Consultant* including *Goods and Services Tax*, and
- 2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due, including *Goods and Services Tax*, and
- 3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid

balance when due, including *Goods and Services Tax*.

5.3 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the Contractor in accordance with the provisions of GC 6.03.

5.4 Interest

1 Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at one percent (1 %) per annum above the bank rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The bank rate shall be the rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the chartered banks.

2 Interest shall apply at the rate and in the manner prescribed by GC 8.02.03.09 for late payments or GC 8.02.03.10 on the amount of any claim settled pursuant to GC 3.14.

ARTICLE A-6 RIGHTS AND REMEDIES

6.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

6.2 No action or failure to act by the *Owner* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such actions or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A-7 LAW OF THE CONTRACT

7.1 The law of the place of *Work* shall govern the interpretation of the *Contract*.

ARTICLE A-8 RECEIPT OF AND ADDRESSES FOR NOTICES

8.1 Notices in writing between the parties or between them and the *Consultant* shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within five (5) *Working Days* of the date of mailing when addressed as follows:

The Owner at _____
street number and postal box number if applicable

_____ *post office or district, province, postal code*

The Contractor at _____
street number and postal box number if applicable

ARTICLE A-9 LANGUAGE OF THE CONTRACT

- 9.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English language shall prevail.

- 9.2 This Agreement is drawn in English at the request of the parties hereto. La convention présente est rédigée en Anglais à la demande des parties.

ARTICLE A-10 SUCCESSION

- 10.1 The *Contract Documents* are to be read into and form part of this Agreement and the whole shall constitute the *Contract* between the parties, and subject to the law and the provisions of the *Contract Documents* shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representative, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

OWNER

name of owner

signature

name and title of person signing

signature

name and title of person signing

CONTRACTOR

name of contractor

signature

name and title of person signing

signature

name and title of person signing

- N.B. (a) If the Contractor is a corporation an authorized officer of the corporation shall sign the Agreement and shall affix the corporate seal.
 (b) If the Contractor is a partnership, a minimum of two partners shall sign the Agreement and the signatures shall be witnessed.
 (c) If the Contractor is a sole proprietorship, the sole proprietorship shall sign the Agreement and the signature shall be witnessed.

SECTION D
GENERAL CONDITIONS OF CONTRACT

SECTION E
SPECIAL PROVISIONS – ITEMS

SPECIAL PROVISIONS – ITEMS

1.0 MONOLITHIC CONCRETE CURB AND SIDEWALK REPLACEMENT

- 1.1 Construction of monolithic concrete sidewalk and curb shall be in accordance with OPSS 351 and 353, respectively.
- 1.2 All grading and compaction of the granular base shall be in accordance with OPSS 314, and OPSS 501, respectively.
- 1.3 The Township will be responsible for conducting compaction tests as required.
- 1.4 The Township will be responsible for conducting concrete tests as required.
- 1.5 All sidewalks to match the grades of the previously removed sidewalk. Sidewalk thickness shall be 125mm, unless located in a driveway then the thickness shall be 150mm. The contractor shall place a 50mm leveling course of granular 'A' if required. In the event that the sidewalk minimum thicknesses cannot be achieved the contractor is responsible for all excavation required. If the existing granular subbase after excavation is not a minimum of 125mm and 150mm at entrances, the contractor shall excavate even further to allow for these minimums.
- 1.6 Concrete panels are to be removed in a way that causes no damage to adjacent hard surfaces. If required saw cuts are to be made at the face of curb and back of sidewalk prior to any concrete removals to avoid any damage to adjacent hard surfaces. Asphalt reinstatement will not be permitted. In the event that a void is created between the face of curb and asphalt, a small concrete gutter will be poured with the monolithic sidewalk at no extra cost to the owner.
- 1.7 If/where sidewalks are made up of concrete curb and asphalt sidewalk, the removal of such sections shall be included in the unit price. The contractor shall inspect the proposed work prior to bidding.
- 1.8 Existing asphalt ramps located at some entrances shall be removed at no extra cost to the owner. The new sidewalks are to be graded in such a way to eliminate the need for these ramps.
- 1.9 Contractor is responsible for iron adjustment of manholes located in the sidewalk on at no extra cost to the owner. Contractor is responsible to inspect the work prior to bidding.
- 1.10 Concrete shall be as specified below. Fly ash will not be accepted in the mix. Provide Township with the mix design prior to placing any concrete, as per OPSS 904.

Compressive Strength: 32Mpa minimum
Cement Content: 385kg minimum per c.m.
Coarse Aggregate: 19mm maximum
Water/Cement Ratio: 0.43 maximum
Slump: 70mm ± 20 (35mm ± 10mm For Curb Machine)
Air Content: 7% ± 1.5%

Burlap Curing will be required as follows:

- i) When the air temperature is less than 27°C, two layers of damp burlap shall be carefully laid on the surface of the concrete. Strips shall overlap by 75mm and shall be held down as required against displacement by wind or otherwise. The burlap shall be maintained in place and kept thoroughly wet for a minimum 24hrs. Once the burlap is removed after a 24 hour period, curing will continue with the application of curing compound will be strictly enforced. Curing compound must meet the requirements of OPSS 1315 and be applied at a rate not less than 1 litre per 5 square metre of exposed surface.
- ii) When the air temperature at any time during the day will exceed 27°C, two layer of burlap will be required as described above but for a four day period. Curing compound will not be required.

During hot weather, the contractor must cool down the forms and aggregate as outlined in OPSS 904.

At no time will water be added to the concrete on site. Concrete which is unworkable or that is too stiff to produce a satisfactory product is to be discarded.

Coarse aggregate for concrete must be non-reactive and non-expansive material

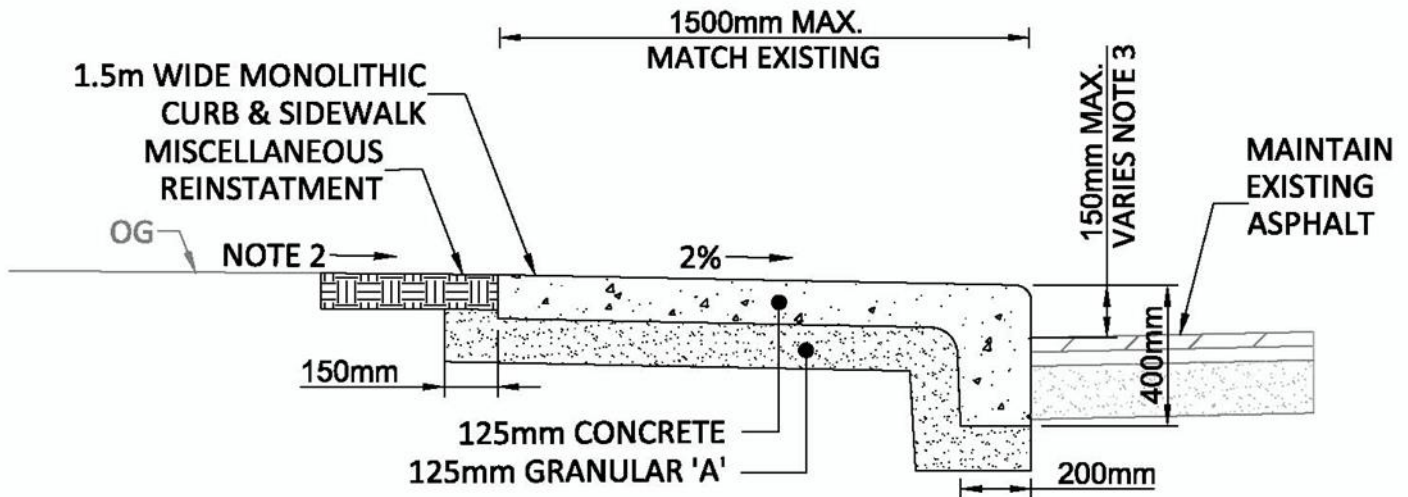
Supply and place steel wire mesh (No. 9: 150mm x 150mm) reinforcing at all driveway entrances, sidewalk ramps, and where trees are adjacent to the sidewalk.

- 1.11 Traffic controls shall be provided in general accordance with the Ontario Traffic Manual Book 7 Temporary Conditions, 2014, or most current edition. Contractor to provide a traffic management plan and pedestrian control plan to the Township at the pre-construction meeting for review and approval.
- 1.12 Contractor to provide a copy of their safety policy to the Township and the pre-construction meeting.
- 1.13 Contractor to provide erosion and sediment control plan to the township at the pre-construction meeting for review and approval.
- 1.14 Measurement for sidewalk payment shall be by the square meter. This will be derived from the length of the sidewalk and the width, from the back of the sidewalk to the face of curb. Measurement for curb payment shall be by the linear meter or meter.
- 1.15 Basis of Payment shall be full compensation for all labour, equipment and materials. This item shall include the removal of existing concrete sidewalk, curb and asphalt sidewalk, supply of granular 'A' placement and compaction, placement of monolithic concrete curb and sidewalk barrier curb.

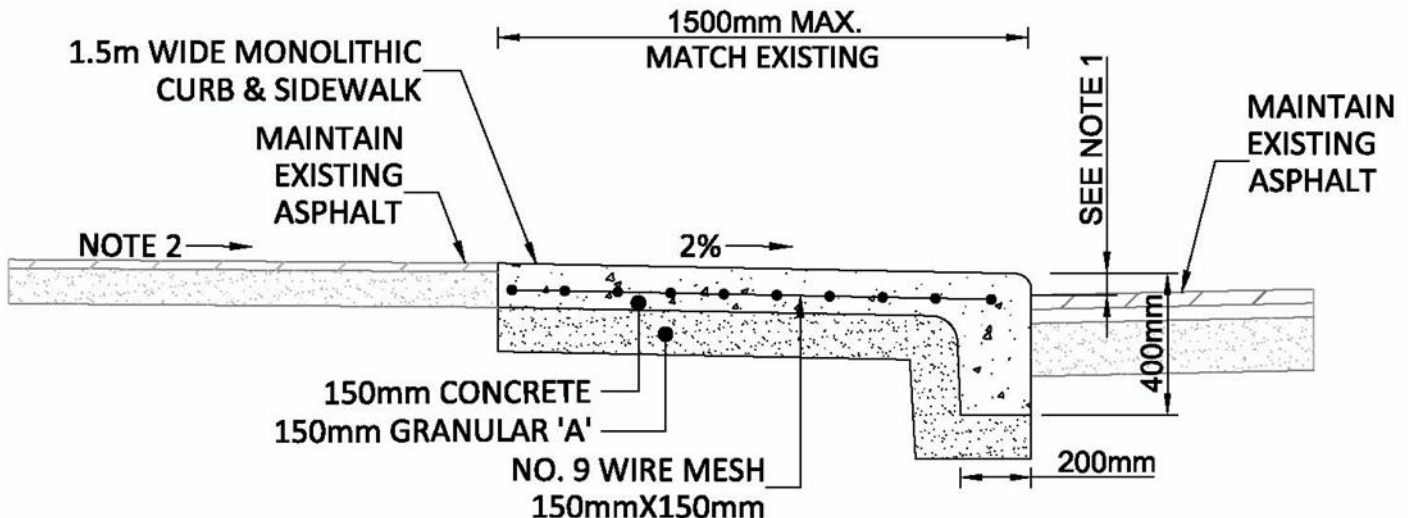
2.0 MISCELLANEOUS REINSTATEMENT OF ADJACENT PROPERTIES

- 2.1 The Township of North Glengarry will complete the grass reinstatement where applicable, inclusive of soil and seed. Other features impacting the work identified in 2.2 below will be the contractor's responsibility.
- 2.2 Work to remove, salvage and/or replace existing features on adjacent properties shall match existing materials and dimensions, and be completed to pre-construction conditions. It is the Contractor's responsibility to record pre-construction conditions that pertain to the contract item, and to ensure their crews and /or Sub-Contractors have these records on site while performing the work. This work pertains to reinstatement of salvaged or new materials not otherwise provided for elsewhere in the contract such as, but not limited to, asphalt/asphalt driveways, wood curbing, concrete curbing poured or precast, flag stone retaining wall, rock retaining wall, wood retaining walls i.e. pressured treated wood and/or railway ties, pipe rails, wrought iron and/or chain link fences, gardens, flagstone, patio stones, private gardens, plants, shrubs, hedges etc. If materials cannot be salvaged they must be replaced with appropriate new materials.

SECTION F
TENDER DETAIL DRAWINGS



TYPICAL SECTION

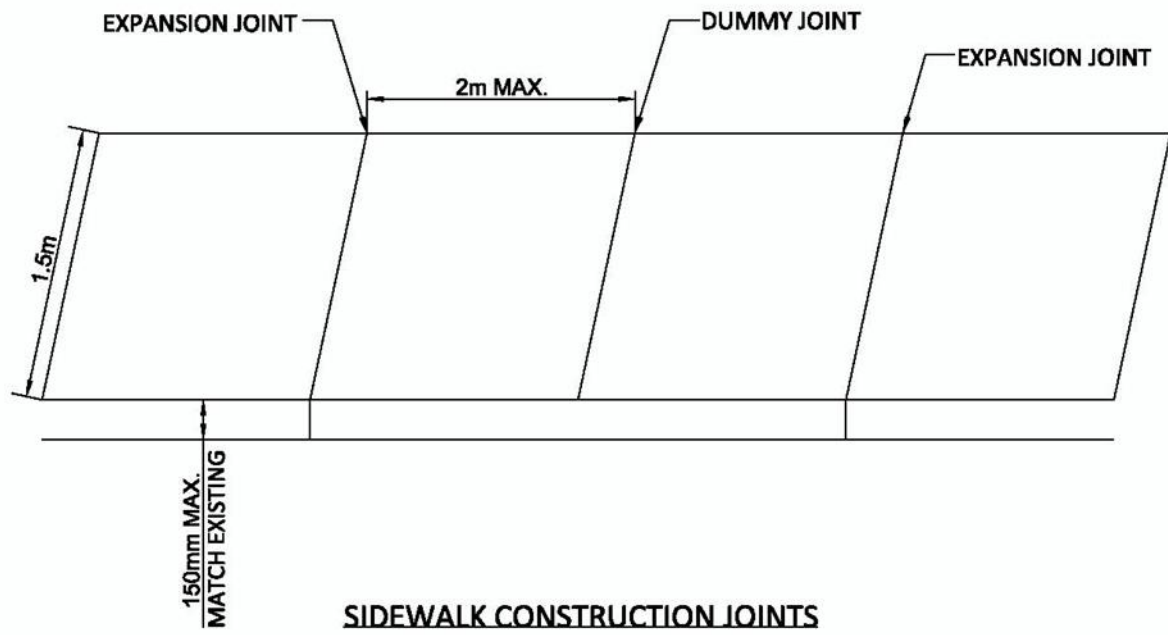
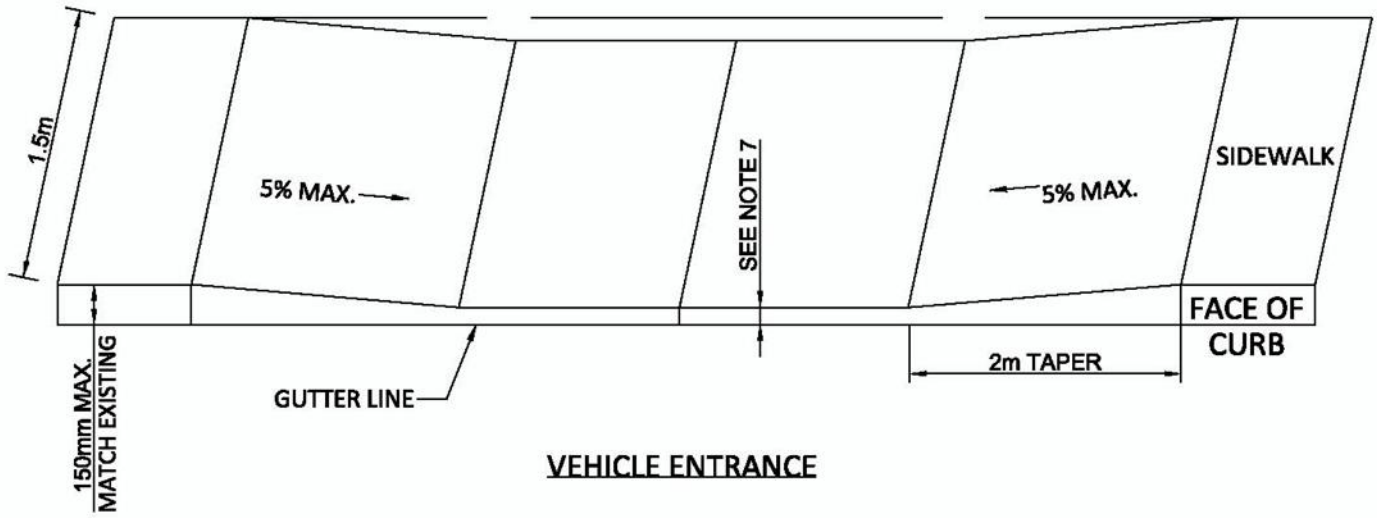


TYPICAL SECTION (ENTRANCE)

NOTES:

1. DEPRESSED CURB HEIGHTS FOR PEDESTRIAN CURB RAMPS 0-6mm, FOR ENTRANCES 0-25mm.
2. MAINTAIN POSITIVE DRAINAGE.
3. CONTRACTOR TO MATCH EXISTING CURB HEIGHTS

Do not scale drawings



NOTES:

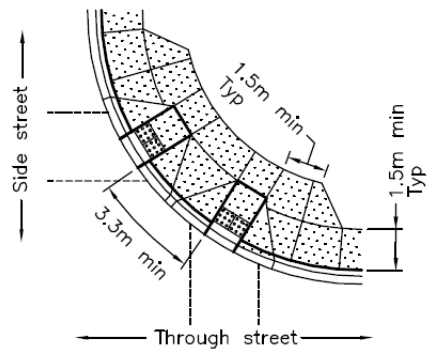
1. TRANSVERSE EXPANSION JOINTS ARE REQUIRED AT THE ENDS, MIDPOINT AT INTERVALS OF 4m MAXIMUM, AND ALSO TO ISOLATE OBSTRUCTION FROM SIDEWALK, HYDRANTS, POLES, BUILDINGS ETC.
2. EDGES AND JOINTS ARE TO BE FINISHED WITH 75mm EDGING TOOL.
3. ALL CONCRETE SIDEWALKS ARE TO HAVE A BROOM FINISH UNLESS OTHERWISE SPECIFIED.
4. INSTALL DUMMY TRANSVERSE JOINTS AS REQUIRED SO THERE IS A MAXIMUM SPACING OF 2m BETWEEN ALL JOINTS.
5. SMOOTH ALL TOOLED EDGES TO A MAXIMUM DEPTH OF 1mm
6. EPANSION JOINTS SHALL BE APPROVED NON-EXTRUDING PREMOULDED FIBREBOARD FOR FULL THE FULL DEPTH OF CONCRETE
7. DEPRESSED CURB HEIGHTS FOR PEDESTRIAN CURB RAMPS 0-6mm, FOR ENTRANCES 0-25mm

Do not scale drawings

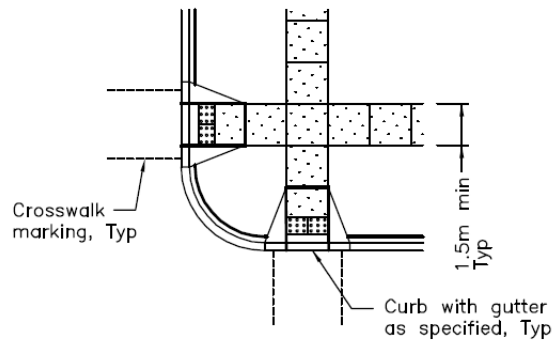
<p>NORTH GLENGARRY NORD</p> <p><i>Ontario's Celtic Heartland Le centre celtique de l'Ontario</i></p>	<p>VEHICLE ENTRANCES AND SIDEWALK JOINT CONSTRUCTION</p>	DATE: AUG, 2016
		DETAIL: D2

BLANK

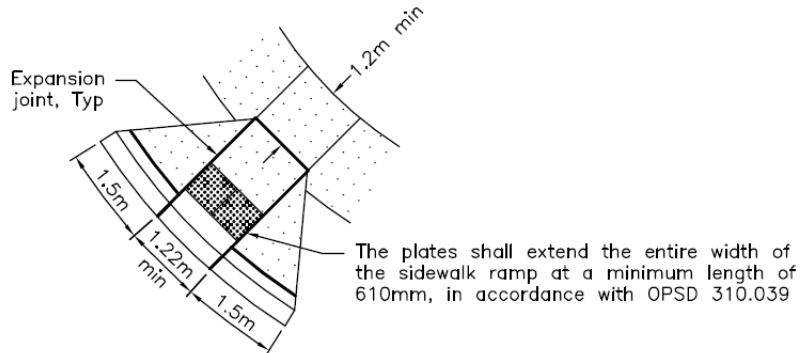
SECTION G
ONTARIO PROVINCIAL STANDARD DRAWINGS



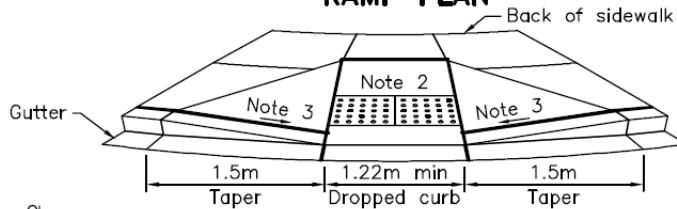
DOUBLE RAMP WITHOUT BOULEVARD



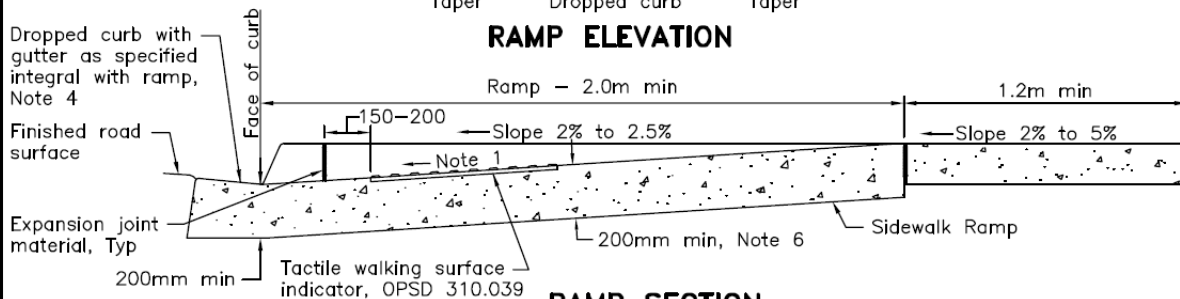
RAMPS WITH BOULEVARD



RAMP PLAN



RAMP ELEVATION



RAMP SECTION

NOTES:

- 1 Slope of ramp shall not exceed 8%.
- 2 Cross slope of ramp shall not exceed 2% in either direction.
- 3 Cross slope of flared side of ramp shall not exceed 8%.
- 4 Dropped curb at ramp shall be modified to eliminate 30 mm step at gutter line.
- 5 Minimum thickness of ramp is 200mm. Minimum thickness of sidewalk and flared sides adjacent to ramp is 150mm.
- A All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING

Nov 2015 Rev 0



CONCRETE SIDEWALK RAMPS AT UNSIGNALIZED INTERSECTIONS

OPSD 310.033

SECTION H
SIDEWALK QUANTITY BREAKDOWN AND LOCATIONS

Table 1: Removal, Supply and Installation of Sidewalks in Alexandria

Item No.	Roadway	Between	Side	Unit (m ²)
Alexandria				
1.1	Sandfield Ave S	St. Paul St. and Lochiel St. E	West	768

Overview of work

