



Hamilton

**CITY OF HAMILTON**

**REQUEST FOR TENDERS**

**Contract Number: C13-02-20  
Supply and Installation of Spectator Bleachers for  
Mohawk Sports Park**

**Closes: 3:00 pm, Hamilton time  
Wednesday, February 12, 2020**

**\*\*\* ELECTRONIC BID SUBMISSIONS ONLY \*\*\***

**Procurement Section  
Corporate Services Department**

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## COMMUNICATIONS NOTICE

All questions related to this Request for Tenders (RFT) or for clarification on completing the Form of Tender shall be submitted through the Bidding System by clicking on the "Submit a Question" button for the specified Request for Tenders document and shall be directed to:

Melissa Farrugia  
Procurement Specialist

All questions related to this Request for Tenders (RFT) or any clarification with respect to this RFT must be made no later than **3 Business Days prior** to the closing date of this RFT in order that City staff may have sufficient time to respond. The City reserves the right to extend the deadline for questions if required regarding this RFT.

Written answers or clarifications to issues of substance shall be shared with all Bidders and issued as part of the RFT in the form of an Addendum. **All Bidders are advised that any Addenda issued will only be posted on the following website:**

**<https://hamilton.bidsandtenders.ca>**

**It is the sole responsibility of each Bidder to check the website for any and all Addenda that have been issued for this Request for Tenders.**



City of Hamilton  
Corporate Services Department  
Procurement Section  
Fax: 905 546 2327  
Email: [procurement@hamilton.ca](mailto:procurement@hamilton.ca)

Melissa Farrugia  
Procurement Specialist  
Telephone: (905) 546-2424, extension 5930  
Email: [Melissa.Farrugia@hamilton.ca](mailto:Melissa.Farrugia@hamilton.ca)

## **TENDER NOTICE**

**Contract Number: C13-02-20**

### **Supply and Installation of Spectator Bleachers for Mohawk Sports Park**

**Closes: 3:00 pm, Hamilton time  
Wednesday, February 12, 2020**

**Only electronic bid submissions shall be accepted and received through the Bidding System by the closing date and time stated above.**

**There is no public opening for this Request for Tenders.**

#### **1.0 SCOPE OF WORK**

Work for this Project shall include but is not limited to;

- Removal of existing tree and stump(s) from site
- Excavation to allow for installation of granular bases and concrete pad
- Supply and installation of granular base
- Supply and installation of concrete pad
- Design, supply, delivery, and installation of spectator bleachers. New bleachers to be installed on proposed concrete pad.
- All applicable shop drawings and building permits

#### **2.0 CONTRACT REQUIREMENTS**

Bidders are advised of the following contract requirements for this Request for Tenders:

## **2.1 Bid Security**

Bid security: **\$2,000.00.**

**The City will only accept a digital bid bond in an electronically verifiable and enforceable (e-Bond) format.**

## **2.2 Performance and/or Labour and Material Payment Security**

Successful Bidder to provide:

Performance security (bond only accepted): **50%** of the Total Contract Price.

Successful Bidder to provide:

Labour and Material Payment security (bond only accepted): **50%** of the Total Contract Price.

## **2.3 Securities**

There is no bid security, performance security or labour and material payment security required for this Request for Tenders.

## **3.0 SITE MEETINGS**

### **3.1 Optional Site Meeting**

There is an optional site meeting scheduled.

**Location: Mohawk Sports Park - 710 Mountain Brow Boulevard – southwest utility gate entrance to the running track (see location map attached)**

**Date: Wednesday, January 29, 2020**

**Time: 8:30am, Hamilton time**

**If PPE is required:**

**All attendees are required to wear CSA approved hard hats and safety boots. If an attendee does not have the required personal protection equipment they may not be allowed to attend the site meeting.**

## **4.0 TO OBTAIN DOCUMENTS**

### **4.1 Free Preview of Request for Tenders Documents**

A complete set of Request for Tenders documents may be viewed for free on the City of Hamilton's bid opportunities website

<https://hamilton.bidsandtenders.ca>.

## **4.2 Purchase of Request for Tenders Documents**

The Request for Tenders documents are available for online purchase only.

Online: <https://hamilton.bidsandtenders.ca>

Fee: \$53.00 non-refundable, tax included + applicable bids&tenders™ fees

## **4.3 Accommodations for Bidders with Disabilities**

In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the City of Hamilton will accommodate for a disability, ensuring full and equitable participation throughout the bid process.

If a Bidder requires this Request for Tenders in a different format to accommodate a disability, the Bidder must contact the Procurement Specialist as soon as possible and in any event prior to the closing date. The Request for Tenders in the different format will be issued only to the requesting Bidder and all Addenda will be issued in such different format only to the requesting Bidder.

Procurement Manager  
City of Hamilton

## MAP LOCATION OF MOHAWK SPORTS PARK

### DISCLAIMER:

The following URL address and map have been provided for illustration purposes only and every effort has been made to ensure accuracy. The City of Hamilton cannot accept any responsibility for errors, omissions, or positional inaccuracy for this information.

**Bidders must copy and paste the following URL address into a new web browser:**

**<https://goo.gl/maps/mthqYDnYu1R367ns6>**



# INSTRUCTIONS TO BIDDERS

## Tender for Construction Contracts

Document Source: Request for Tenders - Construction - Unit Price  
Revised: July 23, 2019

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**Notice to Prospective Bidders: The Instructions define your obligations and limit your rights. Failure to follow the instructions may result in the disqualification of your Bid. Read carefully.**

**1. Submission of Bids**

- (1) Electronic Bid submissions only, shall be accepted and received by the Bidding System, on or before the closing date and time stated in this Tender.

Bids submitted by mail, in person, fax, e-mail, telex or other electronic means, other than through the Bidding System, shall not be accepted.

- (2) Bidders shall have a Bidding System vendor account and must be registered as a plan taker for this Tender. Only plan takers will have access to download this Tender document, receive Addendum email notifications, download Addendum and to submit their Bid electronically through the Bidding System.

If a Bidder has obtained the Request for Tenders document from a third party, the onus is on the Bidder to create a Bidding System vendor account and register as a plan taker for the bid opportunity.

- (3) It is the Bidder's responsibility to ensure that their Bid is received by the Bidding System on or before the closing date and time stated in this Tender document. The closing time shall be determined by the Bidding System web clock.

Bidders are advised that the timing of their Bid submission is based on when the Bid is **RECEIVED** by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "internet traffic jam" due to file transfer size, transmission speed, etc.

- (4) Bidders shall allow sufficient time to upload their Bid submission, including any attachments. Late Bid submissions shall not be accepted by the Bidding System.
- (5) The Bidding System will send a confirmation email to the Bidder advising that their Bid was submitted successfully. If an email confirmation is not received, contact technical support at bids&tenders™ via email: support@bidsandtenders.ca or by telephone 1-800-594-4798.

- (6) It is the exclusive responsibility of each Bidder to submit a complete Bid in accordance with these Instructions, the Form of Tender, the Tender Notice, the Specifications and the Special Provisions.
- (7) All documents prepared and work carried out by a Bidder in preparing its Bid, and all oral presentations to the City in connection with a Bid, shall be without cost to the City, and neither the City's publication of a Request for Tenders nor the submission of a Bid shall be construed to oblige the City to award a Contract.

## **2. Form of Tender**

- (1) Every Bid shall be submitted on the City's prescribed Form of Tender, and shall,
  - (a) include all material, services, appliances and labour, required to complete the work; and
  - (b) be completed in English.
- (2) All blank spaces provided on the Form of Tender shall be filled in including alternative, separate, additional or Unit Prices and for the start and the total completion dates.
- (3) All words and phrases forming part of a Bid must be written out in full, and abbreviations must not be used. A Bidder who does not comply with this requirement shall bear the risk of any ambiguity.

## **3. Confidentiality**

- (1) The City shall make every effort to safeguard the confidentiality of each Bid and material submitted in connection with a Bid.
- (2) City policy is to disclose only such information as is required by law. Please note that all submissions are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. Information regarding the application of this Act is available from the Access to Information and Privacy division of the City Clerk's office at City Hall.
- (3) In addition, certain contractual information must be disclosed to Council, and accordingly may become part of the public record.

## **4. Prices**

- (1) Unless otherwise stipulated in the Special Provisions, all prices bid, including any Unit Prices, must be in stated in Canadian funds.

- (2) There is no public opening for this Tender. All Bids shall be electronically opened and posted on the Bidding System, <https://hamilton.bidsandtenders.ca>, following the closing date and time of the Tender. The Bidder's name and the Total Contract Price shall be posted for each Bid received.
- (3) Following the electronic opening, the Bids shall be reviewed further to determine compliance with the Tender.
- (4) Total Contract Prices shall be evaluated on the basis of their respective net present value, provided that the City may make appropriate allowances for extended warranty coverage, lower maintenance cost, higher trade-in value, longer life expectancy and other factors relevant to determining the full life-time cost of the Bid. Preference may be given to a Bid that offsets cost with related savings, so as to provide for no or minimal net tax increases and maximum benefits to City. For the purposes of determining net present value, the discount rate and any escalation factor shall be uniformly applied to all Bids, but otherwise shall be in the discretion of the City.
- (5) Once the Contract has been awarded, only the Total Contract Price on which the award of the Contract is based will be disclosed. Official notification will only be given to the Successful Bidder; however, persons may obtain the Total Contract Prices for each submission received as well as the Contract award information from the following website:

**<https://hamilton.bidsandtenders.ca>**

## **5. Variation in Bid Prices**

- (1) No variation in Bid Price(s) shall be permitted after the closing date and time for the Tender except,
  - (a) where there is a variation due solely to an increase or decrease in the rate of applicable taxes beyond the control of the Bidder, occurring after the time and date of submission of its Bid, in which case the variation shall alter the price of the Bid only to the extent of the tax increase or decrease;
  - (b) where the City exercises its discretion to correct a patent computational or other mathematical error evident on the face of the Bid.

- (2) In the event that a tax increase or decrease occurs after the submission of its Bid, the Bidder must prove to the satisfaction of the City of Hamilton that the Bidder will not benefit in any way by reason of the increase.
- (3) Where Bidders are instructed to price the Project on a unit or component basis, the City shall consider only the Unit Price per unit or component for the respective materials to be supplied or items of work or services to be performed, but the City may at its discretion correct obvious mathematical errors on the part of the Bidder in computing the:
  - (a) total prices derived from estimated quantities and their related Unit Prices;
  - (b) the subtotals derived from the total prices;
  - (c) the Total Contract Price derived from the total prices and subtotals; and
  - (d) any combination of the foregoing.

## **6. Price and Payments**

- (1) Unless expressly agreed in writing by the City, the Total Contract Price shall be deemed to have been quoted on an all-in basis, and the Successful Bidder shall accept the Total Contract Price as full payment for furnishing all necessary labour, goods, materials, services, tools, equipment, supplies, light, power, water and other incidentals, and for performing all the work and providing all services contemplated under the Contract.
- (2) Progress payments for the work done by the Successful Bidder shall be made only where expressly agreed in writing by the City.
- (3) A claim for a progress payment made by the Successful Bidder shall not include Goods stored but not yet delivered to the City, nor any Service not yet performed, but may include Goods delivered to the City but not yet incorporated, built-in or installed, provided that the City is specifically notified of this fact.
- (4) If any work or item under the Contract is included by the Successful Bidder in its Progress Claims as partially or fully completed, but it is not completed in accordance with drawings or specifications, or is not completed to the City's satisfaction, the City may withhold from payment such part or the total cost of those items until they are completed or corrected to its full satisfaction, and the City shall

notify the Successful Bidder in writing of its action and the reason for same.

- (5) The City reserves up to 15 Business Days from the date of the receipt of the Successful Bidder's invoice for checking, inspecting and confirming the performance of any work, receipt and performance of any Goods or the completion of any Services in accordance with the Contract Documents.
- (6) Where a contingency allowance is provided for in any of the Contract Documents, the Successful Bidder shall not be entitled to payment of the whole or any part of that amount, except to the extent that it can be shown that extra or additional work has been carried out by the Successful Bidder beyond that contemplated within the Contract Documents, and that a Change Order has been issued entitling the Successful Bidder to receive such payment.
- (7) The parties agree that the City has the contractual right to set-off against any amounts owing by the City to the Contractor under this Contract, any amount owed to the City by the Contractor, whether such amount arises from this Contract or under any other contract between the City and the Contractor, irrespective of whether or not those contracts are related or arise at equity or law. *This right of set-off shall be subject to the Construction Act, as applicable*

## **7. Conflict of Interest**

- (1) No employee of the City shall personally sell goods or services to the City, nor have a direct or indirect interest in a company that sells goods or services to the City.
- (2) The City may reject any Bid submitted, or cancel any contract awarded, in contravention of subsection (1).
- (3) Each Bidder respectively shall be deemed to have warranted that it has not employed or retained any person, other than a bona fide employee, agent or broker working for the Bidder, to solicit or secure the proposed contract, and that it has not paid or agreed to pay any person, other than a bona fide employee, agent or broker working solely for the Bidder, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of that proposed contract, or as an inducement to be awarded that contract. Without prejudice to any of its other rights, the City reserves the right to annul any contract or other arrangement entered into with a Bidder where there is a breach of this warranty.

## **8. Withdrawal of Bids by Bidder**

- (1) Bidders may withdraw their Bid prior to the closing date and time of the Tender.
- (2) Requests to withdraw Bids received by the Bidding System after the closing date and time of the Tender will be disregarded.
- (3) Bids withdrawn may be edited and re-submitted prior to the closing date and time of the Tender. Bidders are solely responsible to ensure:
  - a) Any required adjustments are made to their Bid;
  - b) Acknowledge all Addenda that have been issued for this Tender; and
  - c) Ensure the re-submitted Bid is received by the Bidding System prior to the closing date and time of the Tender.

## **9. Addenda and Clarification of the Request for Tenders**

- (1) The City reserves the right at any time prior to the award of the Contract,
  - a) to withdraw or cancel the Request for Tenders;
  - b) to extend the time for the submission of Bids; or
  - c) to modify the Request for Tenders,

by the publication of an Addendum, which shall become part of the Request for Tenders, and the City shall not be liable for any expense, cost, loss or damage incurred or suffered by any Bidder (or any other person) as a result of its so doing.

- (2) Without limiting the City's right, Article 9.1 may apply to situations where no Bid is compliant or an insufficient number of Bids have been received.
- (3) Any Addendum shall be posted on the following website and is sufficiently served upon any prospective Bidder if so posted at:

**<https://hamilton.bidsandtenders.ca>**

- a) In addition to the above method of posting, the City may also notify prospective Bidders of any Addendum by any other method it deems appropriate, including email, telephone, fax, courier, hand-delivery or by personal delivery. The need for additional notification and the method(s) to be used shall be in the absolute discretion of the City and notification shall be to the co-ordinates provided by the bidder to the City at the time it obtained the Request for Tenders from the City.
  - b) It is the sole responsibility of each Bidder to check the website and ensure that it has received any and all Addenda issued by the City. Bidders shall confirm in the Form of Tender that they have received, examined and provided for all Addenda issued under the Request for Tenders. Bidders may in writing, seek confirmation of the number of Addenda issued under the Request for Tenders from the (Senior) Procurement Specialist named in the Communications Notice page.
- (4) Where a Bidder submits their Bid prior to the Tender closing date and time and an Addendum has been issued by the City, the Bidding System automatically **WITHDRAWS** the Bidder's Bid submission and changes the Bid submission to an **INCOMPLETE STATUS (NOT accepted by the City)**. The withdrawn Bid can be viewed by the Bidder in the "**MY BIDS**" section of the Bidding System. The Bidder is solely responsible to:
- a) Make any required adjustments to their Bid;
  - b) Acknowledge all Addenda issued for this Tender; and
  - c) Ensure the re-submitted Bid is RECEIVED by the Bidding System before the closing date and time stated in the Tender.
- (5) Bidders shall acknowledge receipt of any Addenda when submitting their Bid through the Bidding System. Bidders shall check a box for all Addenda and any applicable attachments that has been issued before a Bidder can re-submit their Bid submission online.
- (6) All communication between a Bidder and the City (including requests for information or clarification) **shall** be set down in writing and directed to the (Senior) Procurement Specialist named in the Communications Notice page.
- (7) Any request directed to the City with respect to subsection (6) prior to the closing date of the Request for Tenders must allow sufficient time for a written response or clarification to be issued by the City



prior to the closing date, should the City consider it necessary to issue such response or clarification.

- (8) A written response or clarification of substance shall be shared with each Bidder and issued in the form of an Addendum.
- (9) The City shall not be bound by any oral:
  - a) instruction;
  - b) amendment or clarification of the Request for Tenders;
  - c) information; or
  - d) advice or suggestion,

provided by any member of the City's staff or consultant to the City concerning the Request for Tenders or the manner in which the Work is to be carried out and the Bidder bears any and all risk in relying on such representation.

## **10. Expertise and Experience**

All persons submitting Bids and all the Subcontractors they propose to use on the Project, shall be actively engaged and thoroughly experienced in the lines of work required to carry out the Project and shall be able to refer to previous work of a similar nature satisfactorily performed by them.

## **11. Bids Open for Acceptance & Irrevocable, etc.**

- (1) Bids shall not be opened until after the date and time specified for the closing of the Tender, and so far as practicable, all Bids shall be opened at one time.
- (2) Unless otherwise provided in the terms and conditions governing a specific Bid, a Bid shall be irrevocable (i.e. open for acceptance by the City of Hamilton) for a period of 90 days following the closing date and time for the Tender.
- (3) Where there is a conflict between any provision included in a Bid and any provision in any of the following Contract Documents;
  - (a) a Change Orders or Change Directive;
  - (b) the Contract for Works;
  - (c) any Addendum;

- (d) any Special Provisions;
- (e) any Supplemental General Conditions;
- (f) the General Conditions;
- (g) the Specifications, with any supplemental specifications taking priority over the standard specifications, if any;
- (h) any contract drawings, provided that;
- (i) these Instructions;
- (j) the standard form text of the Form of Tender as prescribed by the City;

the provision in those Contract Documents shall prevail, unless the City otherwise expressly agrees thereto in writing.

- (4) Where a Contract in respect of the Project is awarded to a Bidder, the Contract shall be executed on the City's standard form Contract for Works, (subject to such modifications as may be approved by the City's Legal Services Division), within 10 Business Days of the date on which the Successful Bidder is notified of the acceptance of its Bid. The City shall notify the Successful Bidder as soon as practicable after the acceptance of its Bid. Despite the requirement for the execution of the Contract for Works, the Contract shall be deemed to arise upon the acceptance of the Bid of the Successful Bidder.
- (5) The price of all options and alternatives shall be separately stated from the Contract Price. Where options or alternatives are requested in the Contract Documents, the City shall not be obliged to purchase those options or alternatives when accepting a Bid, but may at its discretion elect to purchase all, some or none of the options or alternatives offered, but the Successful Bidder shall be obliged to adhere to the Contract Price quoted in its Bid.

## **12. Successful Bidder's Responsibility**

- (1) The Successful Bidder shall enter into a Contract for Works in the City's standard form with respect to the Project within 10 Business Days of being notified of the acceptance of its Bid.
- (2) Where options or alternatives are requested in the Contract Documents, the City shall not be obliged to purchase those options or alternatives when accepting a Bid, but may at its discretion elect to purchase all, some or none of the options or alternatives offered,

but the Successful Bidder shall be obliged to adhere to the Contract Price quoted in its Bid, plus the amount specified as the cost of all Options or Alternatives that the City elects to purchase.

- (3) It shall be the Successful Bidder's responsibility to co-ordinate, control and check work of its own forces and of all its Subcontractors and to ascertain that all work is done in accordance with all Contract Documents, governing regulations and Good Construction Practice, is of first class workmanship, and that only proper materials and methods are suitable for the function or performance intended have been used.
- (4) The Successful Bidder shall be responsible for faithful and proper performance of all aspects of the Contract.
- (5) Neither the Consultant nor the City shall be construed to have any contractual relationship with any of the Successful Bidder's employees, Subcontractors, or material suppliers or their employees or suppliers.
- (6) All persons or firms submitting Bids and all their Subcontractors, shall be held to have thoroughly examined all drawings, specifications and all other Tender documents and to have visited and inspected the site and to have thoroughly familiarized themselves with all pertinent conditions before delivery of their Bid, and no allowance shall be subsequently be given by the City for or by reason of any error or omission on the part of any Bidder or Subcontractor with respect thereto.
- (7) A Bidder shall be deemed to have included in the Contract Price, options or alternates quoted in its Bid, the entire cost of
  - (a) all items that the Successful Bidder is responsible for under these Instructions or any of the Contract Documents, except where otherwise provided;
  - (b) providing water and sewer connections both within the site and on the road allowance;
  - (c) preparing and submitting such drawings as may be required by the City, and shall receive approval for the work prior to proceeding, and shall carry out the work to the time schedule required by the City; and
  - (d) such warranty and maintenance requirements as may be specified by the City, and in default of any such specification with respect to the Contract, a two year warranty and maintenance requirement.

- (8) Without limiting the generality of any other provision of these Instructions, unless otherwise provided in the Specifications or the Special Provisions, the Contractor shall be required to provide and pay for:
- (a) all material, labour and service costs, charges for use of tools and equipment whether owned or rented, and where any work is to be carried out or services are to be rendered on property owned or occupied by the City, all protective and safety provisions, site signs and site conveniences, together with all cranes, scaffolding and shoring, freight costs, and material-handling and storing, and all services and incidentals whether shown or specified or required by good practice;
  - (b) all bonds or other accepted forms of bid, performance, and labour and material payment security, insurance, permits and inspections; all applicable taxes, worker's compensation and all other applicable labour-compensation charges necessary to carry out the Project, make the Supply and complete all Work in accordance with the Contract Documents;
  - (c) all services and materials required to carry out the Project, do all of the work and make all necessary or incidental supplies of goods, services, fixtures, construction components, landscaping and other finishing items, in each case fully in accordance with all Contract Documents and all instructions given by the City thereunder, and also in accordance with governing regulations and codes and in compliance with good industrial and commercial practice for first class workmanship, which in all instances, unless otherwise stipulated, shall be deemed to require work that has a finished appearance, is ready for use or occupancy and use for the purpose intended and is fully functional.
- (9) No subcontracting by the Successful Bidder shall relieve the Successful Bidder of any responsibility for the full performance of all obligations of the Successful Bidder under the Contract, but despite the approval of any subcontractor by the City, the Successful Bidder shall be fully responsible for every subcontractor's activities, works and acts and shall either, in person or through an accredited agent, receive all notices, communications, orders, instructions or legal services as if the Successful Bidder were performing the subcontracted portion of the Project with its own resources.

### 13. Bid Security

- (1) Each Bidder shall submit with its Bid a bid security in the form of a digital bid bond in an electronically verifiable and enforceable (e-Bond) format naming the City of Hamilton as obligee in the amount of **\$2,000.00**.

For additional information regarding e-Bonds Bidders should contact their surety company or visit the Surety Association of Canada website: <https://www.surety-canada.com/en/ebonding/index.html>.

- (2) Bidders shall upload their bid bond to the Bidding System, in the bid submission file labelled "Bid Bond". All Instructions and details for assessing authentication shall be included with the digital bond uploaded in the Bidding System.
- (3) A bid security shall include such terms, and be in a form, be executed appropriately and be provided by an issuer authorized to do business in the Province of Ontario, satisfactory to the City in its reasonable discretion.
- (4) The term of the bid security shall be for a minimum period of ninety (90) days after the closing date set for the Tender. Any bid security submitted with less than the 90 day term shall be rejected.
- (5) A Bid submitted without a required Bid security shall be rejected.
- (6) A scanned PDF copy of bonds, original certified cheque, bank draft, money order or any other format other than a digital bid bond is not acceptable and shall be rejected
- (7) In the event of default or failure of the Successful Bidder to execute the Contract for Work as prescribed, or to deliver the performance and other security required under the Contract Documents, the City shall declare the bid security forfeited and the Bidder will be held responsible for any increased costs or damages incurred by the City.
- (8) Each Bidder that submits a Bid will be deemed to have acknowledged and agreed that the amount of the bid security required with respect to a Bid constitutes a genuine pre-estimation on the part of the City of the damages that will be suffered by the City as a result of a failure or refusal on the part of the Bidder to provide such performance or other security as may be contemplated in the Contract Documents, or enter into a Contract for Work, as the case may be, but the amount payable under that bid security shall not prevent the City from recovering the excess of

its provable damages over and above the amount of that bid security, whether by way of any legal proceeding or otherwise.

#### **14. Performance and Other Security**

- (1) The Successful Bidder shall prior to the execution of the Contract furnish to the City such security as the City may prescribe for:
  - (a) the performance of the contract (a performance bond), in the amount of:

**50%** of the Total Contract Price;

and
  - (b) the payment of all necessary services and materials required to complete the Contract in a satisfactory manner (a labour and material payment bond), in the amount of:

**50%** of the Total Contract Price.
- (2) A failure to provide any security described in subsection (1), in the prescribed form(s) set out in the Construction Act, shall:
  - (a) constitute a breach of the requirements of the Tender; and
  - (b) entitle the City to claim under any bid security described in section 13; and
  - (c) allow Procurement to present a report to the Audit, Finance & Administration Committee recommending Council not accept any further bids from the Bidder for a specified period of time.
- (3) The Successful Bidder shall furnish a performance security and labour and material payment bond to the City, prior to the execution of the Contract for Work and within 10 Business Days of being notified that its Bid has been accepted (whichever is earlier).

#### **15. Performance Review**

- (1) At the conclusion of the Project, and during the course of carrying out the Project, where the Project Manager or Consultant so directs, the City and the Successful Bidder shall carry out a performance review in accordance with this section concerning the performance of work and the provision of services by the Successful Bidder.

- (2) Performance under the Contract shall be assessed by reference to the following criteria:
  - (a) general responsiveness of the work relationship;
  - (b) conformity of the work done, materials supplied and provision of services with the Description of Project and Specifications;
  - (c) general dependability and quality of all work done and any Goods or Services supplied;
  - (d) timely performance;
  - (e) general conformity with the reasonable expectations of the City under the terms of the Contract in their entirety;
  - (f) supervision of subcontractors and the maintenance of an orderly, neat and secure job site;
  - (g) accuracy of carrying out instructions.
- (3) The respective representatives of the City and Successful Bidder shall meet at mutually agreeable times within 10 Business Days of the final completion of the Contract or of the Project Manager or Consultant so directing.
- (4) Where a performance review is conducted under subsection (3), each of the agreed aspects of the Successful Bidder's performance shall be ranked by the City at one of the following standards:
  - (a) Satisfactory (performance in accordance of general standard of City suppliers);
  - (b) Unacceptable (performance well below the general standard of City suppliers).
- (5) At any performance review under this section, the Successful Bidder shall be entitled to identify any aspect of the City's operations that is undermining the Successful Bidder's ability to deliver at least a satisfactory level of performance with respect to some criteria of assessment, and where the City concludes that this is in fact the case, the ranking given to the Successful Bidder with respect to that criteria of assessment will be adjusted accordingly.
- (6) Where at a performance review carried out prior to the completion of the Project, one or more criteria of assessment are ranked as unacceptable:

- (a) the parties shall agree at the time of the conduct of the review or within 10 Business Days thereafter, on the measures to be taken by the Successful Bidder during the ensuing contract review period to improve its performance to at least a good standard;
  - (b) within 10 Business Days of agreeing on those measures, the Successful Bidder shall confirm in writing that the measures in question have been implemented.
- (7) Where the Successful Bidder fails or refuses to implement measures as provided in subsection (6), it shall be deemed to be in default under the Contract, and the City may take such remedies as provided for in the Contract Documents or are otherwise available at law or in equity.
- (8) Where the unsatisfactory performance of the Successful Bidder is not corrected as required under this section, that performance may be taken into account by the City with respect to the award of any future contract to the Successful Bidder.

#### **16. Nomination of Subcontractors**

- (1) Where required in the Bidding System, the Bidder shall indicate the names and addresses of all nominated Subcontractors that it proposes to use on this Project and on whose quotations for the Contract Price, optional and alternative prices have been based.
- (2) The City reserves the right to reject any Subcontractor so nominated.
- (3) No change shall be made to the list of nominated Subcontractors after the closing of Tenders, unless the written approval of the City is first obtained.

#### **17. Separation of Specifications**

The separation of the Work described in the Contract Documents into customary or other trade divisions, sections and subsections shall not qualify the obligations of the Successful Bidder under any Contract awarded under the Tender, but shall be deemed to have been done solely for ease of reference.

#### **18. Insurance Requirements**

- (1) Throughout the term of the Contract (including any renewal thereof), the Successful Bidder shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance.



- (a) Commercial General Liability Insurance, written on IBC Form 2100 or its equivalent, including but not limited to bodily injury and personal injury liability, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket contractual liability, premises liability, broad form property damage, employer's liability and voluntary compensation and contingent employer's liability coverage, having an inclusive limit of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Coverage shall be included for injury/loss/damage, due to pollution arising from "hostile fires".
- (b) Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence; for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Successful Bidder for the provision of services;
- (c) Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000 per occurrence in respect of vehicles not owned by the Successful Bidder, that are used or operated on its behalf for the provision of services under the Contract;
- (d) Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits. Certificate(s) of insurance must specify the underlying policies to which the umbrella/excess coverages apply and indicate any applicable aggregates.
- (e) Property Installation Floater (All Risks) Insurance. The amount of coverage to be provided by the proponent shall be adequate to insure the proponent's ownership interest in equipment and materials. The coverage shall provide for the full replacement value of the property, repairs, additions or equipment being installed, handled, or stored on or off premises awaiting installation and while in transit.

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation (All Risks) Insurance is to be provided for materials or equipment transported in the Successful Bidder's vehicles or others hired by the Successful Bidder from place of receipt to building sites or other storage sites.

- (2) The Successful Bidder shall maintain Property Insurance, as may be applicable, with respect to loss or damage (including fire, theft, burglary, etc.) of its own property and property in its care, custody and control, including but not limited to its equipment, tools, stock, used in connection with the Contract.
- (3) All policies of insurance within the scope of subsection (1) shall, subject to the terms of the indemnity provisions,
  - (a) be recorded as being a primary policy and shall be in a form and issued by an insurance company satisfactory to the City, that is licensed to carry on business in Ontario;
  - (b) show all values in Canadian Funds;
  - (c) be maintained continuously during the course of carrying out the Project, Work or Supply; or for such period of time as may be required after completion of the Project, Work or Supply, as deemed necessary by the City.
  - (d) provide for a deductible amount of no greater than \$10,000; or such other amount as the City, at its sole discretion, may deem appropriate.
  - (e) (except in the case of automobile liability insurance, non-owned automobile liability insurance, professional errors & omissions liability insurance, and medical malpractice liability insurance) include the City named as an additional insured, to the extent of the Successful Bidder's obligations to the City under the Contract Documents;
  - (f) contain cross liability and severability of interest provisions, as may be applicable;
  - (g) preclude subrogation claims against the City and any other person insured under the policy; and
  - (h) provide that at least 30 days prior written notice (15 days, in the case of automobile liability insurance, and 10 days in the event of non-payment of premiums) shall be given to the City by the Insurer before the Insurer or Successful Bidder takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof.
- (4) The City reserves the right to require the Successful Bidder to purchase such additional insurance coverage as the City's Risk Management Services Office may reasonably require. The City reserves the right to request such higher limits of insurance or otherwise alter the types of coverage requirements due to material or significant change arising from such matters as the nature of the work, contract value, industry standards, and availability of insurance) as the City may reasonably require from time to time.

- (5) Any insurance coverage acquired under the Contract shall in no manner discharge, restrict or limit the liabilities assumed by the Successful Bidder under the Contract. The dollar limit of insurance coverage shall not be limited by the dollar amount of the Contract.
- (6) The Successful Bidder shall pay all premiums on the policies as they become due provided that the City may pay premiums as they become due and deduct the amount thereof from moneys due from the City to the Successful Bidder should the Successful Bidder fail to do so.

#### **19. Proof of Insurance and Claims Protocol**

- (1) The Successful Bidder shall deposit with the City such evidence of its insurance as provided in or required under the provisions of these Instructions, an Addendum or the Special Provisions,
  - (a) at the time of execution of the Contract for Work (if any), or
  - (b) in any event prior to commencing the Project, Work or Supply; and

and thereafter during the term of the Contract, no later than 20 Business Days prior to the renewal date of each applicable policy, the Successful Bidder shall deposit with the City's Procurement Manager an original Certificate of Insurance originally signed by an authorized insurance representative, confirming thereon relevant coverage information including but not limited to name/description of City contract, name of Insurer, name of broker, name of Insured, name of additional insureds as may be applicable, commencement and expiry dates of coverage, dollar limits of coverage, deductible levels as may be applicable, cancellation/termination provisions; or (at the City's election) a certified copy of the insurance policy or policies required under section 18. Certificate Holder will be addressed as the City Of Hamilton, City Hall, 71 Main Street West, Hamilton, Ontario L8P 4Y5. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address.

- (2) The Successful Bidder shall not do or omit to do anything that would impair or invalidate the insurance policies.
- (3) Delivery to and examination or approval by the City of any certificates of insurance or policies of insurance or other evidence of insurance shall not relieve the Successful Bidder of any of its indemnification or insurance obligations under the Contract. The City shall be under no duty either to ascertain the existence of or to examine such certificates of insurance or policies of insurance or to

advise the Successful Bidder in the event such insurance coverage is not in compliance with the requirements set out in the Contract.

- (4) Claims reported to the Successful Bidder by a third party or by the City shall be promptly investigated by the Successful Bidder. The Successful Bidder shall make contact with the claimant within 48 hours of receipt of notice of a claim. The Successful Bidder shall initiate an investigation of the claim immediately upon notice, and advise the claimant by letter of its position regarding resolution of the claim within 20 Business Days of the notice. The Successful Bidder shall include in its letter of resolution the reasons for its position. Failing acceptance of the resolution by the claimant of the proposed resolution, the Successful Bidder agrees to report the claim to its Insurer for further review and response to the claimant. Failure to follow this procedure shall permit the City to investigate and resolve any claims and offset the resultant costs against any monies due, from time to time, under the Contract.

## **20. WSIB**

- (1) The Successful Bidder prior to the execution of the Contract for Work or before commencing the Project, Work or Supply where there is no Contract for Work,
  - (a) shall submit to the City an original Clearance Certificate from the Ontario Workplace Safety and Insurance Board and shall provide additional certificates with respect to such coverage as often as the City deems necessary during the term of the Contract to ensure continued good standing with the Workplace Safety and Insurance Board; or
  - (b) furnish proof in a form satisfactory to the City from the Workplace Safety and Insurance Board that the Successful Bidder does not require Workplace Safety and Insurance Board insurance, but in such a case if the Successful Bidder changes its status during the term of the Contract so that such coverage is required, the Successful Bidder shall immediately provide the City with the certificate required under clause (a).
- (2) Where a substantial portion of the work to be done under the Contract is to be carried out by a subcontractor, the City may require the Successful Bidder to furnish the same evidence as provided under subsection (1).

## 21. Indemnification

- (1) The Successful Bidder shall indemnify, defend, and hold the City, including its elected officials, officers, employees, agents, affiliates and representatives (collectively referred to as the "Indemnified Party") harmless against any and all claims, demands, costs (including legal costs on a substantial indemnity basis), penalties, fines, fees, royalties, damages (including indirect, special, remote, and/or consequential damages) and causes of action, including, without limitation, proprietary or personal injury (including death) that arise from, either directly or indirectly, or relate to,
  - (a) the Successful Bidder, its officials, directors, officers, employees, agents, affiliates, partners (general or limited), joint venturers, contractors, Subcontractors, and other representatives (collectively referred to as the "Indemnifying Party"), under this Contract,
    - (i) negligently carrying out any obligation to which it is subject,
    - (ii) failing to carry out any obligation to which it is subject,
    - (iii) negligently exercising any right to which it is entitled, or,
    - (iv) exercising any right to which it is entitled in a manner which is inconsistent with the terms and conditions of this Contract,or any combination thereof, except to the extent that the same are caused by the negligence or deliberate wrong-doing of the Indemnified Party, or
  - (b) any patent, trademark, copyright infringement or other breach of any intellectual property right of any person, for which the Indemnifying Party is responsible.
- (2) The City shall notify the Successful Bidder upon receipt of any such claim or demand that it receives. No settlement shall be made nor consent to judgment given without prior written approval of the Successful Bidder and its insurers, which approval shall not be unreasonably withheld.
- (3) The rights to indemnity contained herein shall survive the early termination or expiry of this Contract.
- (4) The City may enforce the rights of indemnity conferred on any Indemnified Party under subsection (1) on their behalf and to the same extent as if they were parties to this Contract.
- (5) The rights to indemnity provided for in this section shall be deemed to be in addition to any rights with respect to insurance in favour of the

Indemnified Party provided in this Contract.

## 22. Patents and Copyrights

- (1) The Successful Bidder shall defend, indemnify and save harmless the City from all and every claim for damages, royalties, or fees for the infringement of any patented invention or copyright occasioned by them in connection with work done or material furnished by them under the Contract.
- (2) No illegal commerce or gray market Goods shall be supplied to the City, and every person supplying Goods or Goods and Services to the City shall be deemed to have warranted that they are genuine and lawfully supplied.

## 23. Taxes

- (1) As various parts of a Project may or may not be exempt from Federal or Provincial sales tax, Bidders are required to refer to the Special Provisions for details respecting payment exemptions, rebates and taxes.
- (2) **All prices shall be quoted exclusive of Goods and Services Tax imposed under the laws of Canada applicable therein, and the City may adjust any price quoted contrary to this requirement.**
- (3) Bidders shall expressly disclose any other applicable sales, customs or excise tax or duty, including a levy or duty imposed as a Special Import Measure to which any work or supply of services or materials may be subject that is outside the scope of subsection (2).
- (4) Effective July 1, 2010 the 5% GST and 8% Ontario Retail Sales Tax, ("ORST" or "PST") will become harmonized into one tax of 13%, i.e. the Ontario Harmonized Sales Tax, ("OHST" or "HST"). Bidders are advised to reflect this change in their pricing calculations. Unit pricing and lump sum pricing will be interpreted as reflecting the Input Tax Credit ("ITC") advantage, i.e. lower costs, available to all bidders effective July 1, 2010. It will be presumed to be incorporated in your pricing submission.

Bid calls by the City between now and July 1, 2010 will be awarded on the basis of a Total Contract Price. 5% GST or 13% HST will later be added to the prices of the Successful Bidder according to the delivery or completion date of the respective Goods and Services, i.e. 5% GST before July 1, 2010 and 13% HST after July

1, 2010. PST is to be included for those Goods and Services delivered prior to July 1, 2010. After July 1, 2010 it will be presumed that the deletion of the PST has been incorporated in your Bid.

#### **24. Total Contract Price to Include All Incidentals**

Unless otherwise expressly agreed, the Successful Bidder shall provide and pay for:

- (a) all material, labour and service, use of tools and equipment whether owned or rented, protective and safety provisions, site signs and site conveniences;
- (b) all bonds or other accepted forms of bid, performance, and labour and material payment security, Insurance, Permits (save and except the Building Permit) and Inspections, all applicable taxes, worker's compensation and all other applicable labour-compensation charges necessary to complete all Works in accordance with the Contract Documents;
- (c) all services and materials required to do all of the Work in accordance with all Contract Documents and City's Instructions, in accordance with governing regulations and codes and in compliance with Good Construction Practice for first class workmanship, which in all instances, unless otherwise stipulated, shall be deemed to require work that has a finished appearance, is ready for use or occupancy and operation, and includes the installation of all linkages, interfaces, protocols, computer cards, computer memory, software, peripherals, housing, sheathing, insulation, and mechanical, electrical and other systems and connections required for proper functionality,

that are necessary or incidental to the full completion of the Project as contemplated in the Contract Documents.

#### **25. Alternate Bids**

- (1) Alternate Bids are not permitted for this Tender.

#### **26. Notice to Proceed**

- (1) The City may issue a written Notice to Proceed to the Successful Bidder prior to the execution of the Contract for Works.

- (2) Work under the Contract shall commence on the commencement date specified in the Notice to Proceed, unless otherwise agreed.

## **27. Responsibilities of Bidder Regarding Description of Project**

- (1) Each Bidder shall be responsible for
  - (a) examining all drawings and details, also the Specifications and all other Contract Documents;
  - (b) examining the Site, including in case of additions or alterations, the existing structure or building and all appurtenances thereto,

and for including all cost implications relating thereto in the Total Contract Price.

- (2) The Total Contract Price shall include all labour and material; all owned or rented construction equipment, including cranes, scaffolding and shoring, and all freighting and material-handling and storing; all services and incidentals whether shown or specified or required by good practice.
- (3) At its cost, the Successful Bidder shall be required to
  - (a) apply for and obtain and pay for fees or charges for all Permits, (other than the Building Permit), and licenses;
  - (b) pay inspection fees or charges for inspections other than those stipulated to be paid out of various Inspection Fee Allowance;
  - (c) pay all applicable taxes and all other charges other than Goods and Services Tax imposed under the laws of Canada applicable therein;
  - (d) remit from the amounts paid by the City to the appropriate taxing authority all Goods and Services Tax, Provincial Sales Tax, Harmonized Tax or other applicable sales or value added taxes, imposed under the laws of any relevant jurisdiction;
  - (e) provide all materials and services necessary to complete the Project so that it is finished, serviced and ready for occupancy and operation, including if applicable,
    - (i) all demolition indicated on drawings or specified or required to accommodate the Project, and



- (ii) the abandoning (with proper capping) of existing services.
- (4) Unless otherwise provided in the Tender Notice, Specifications or an Addendum, where quantity estimates, soil condition reports, ground water or drainage reports or geophysical data, or analogous other technical details form part of the Specifications for a RFT,
  - (a) the City shall exercise reasonable care in the preparation of those estimates, but shall not be taken to warrant their accuracy and shall not be liable for any inaccuracy therein unless that inaccuracy is the result of the deliberate misrepresentation of the City or a member of its staff;
  - (b) estimates, reports, data, or details shall be deemed to have been provided only as a guide for potential Bidders;
  - (c) responsibility for verification of the information so provided shall rest with the Bidder.
- (5) Bidders are required to examine carefully all archaeological, soil and geological reports, technical data, samples, specifications site and such other documents as may be provided together with the Contract Documents or incorporated by reference therein.
- (6) Bidders shall be responsible for visiting the job site, and no allowance shall be made by the City for failure by the Bidder to examine carefully all conditions relating to the work.
- (7) Where clarification of any document, fact or opinion is required, it shall be obtained by the Bidder before submitting a Bid, and all such questions shall be referred in writing to the (Senior) Procurement Specialist indicated in the Communications Notice page of the RFT.

## **28. Reserved Privileges of the City**

The City shall have the following reserved privileges, which may be exercised or waived in its absolute discretion:

- (a) the City may reject any Bid, the lowest Bid or all Bids, or may cancel the Tender and require the submission of new Bids;
- (b) in addition to considering Bid prices, when evaluating Bids and awarding the Contract, the City may exercise reasonable commercial judgment taking into account with respect to its decision:

- (i) the full cost implications to the City with respect to each Bid, including life-expectancy, the inclusion or exclusion of alternate or optional equipment or configurations and the price implications thereof, training or re-training costs, length and scope of warranty coverage, and long-term maintenance requirements;
- (ii) the need to achieve economies of scale in supply;
- (iii) the need to diversify sources of supply;
- (iv) compatibility with existing equipment, including battery systems and battery chargers, such compatibility to determined by tests conducted either by the City or by an independent testing agency satisfactory to the City;
- (v) compatibility with existing computer software and hardware, and capability to generate reports suitable to the City's existing reporting requirements; such compatibility and capability to determined by tests conducted either by the City or by an independent testing agency satisfactory to the City;
- (vi) any extraordinary or unjustified disparity between the lowest bid and the other bids received by the City;
- (vii) the amount offered by a Bidder for any scrap, rubble or other component of a building that is to be demolished, or land site that is to be cleared and dug, as part of the Project;
- (viii) decommission and demolition costs, the amount offered or obtainable for scrap, the costs of removing construction or other debris, and the ability to cannibalize existing infrastructure;
- (ix) the need to secure timely and reliable sources of supply;
- (x) the need to discontinue reliance on obsolete technology and methods;
- (xi) the need to provide state of the art service to the residents of the City, or to integrate any aspect of City operations with those of its neighbours;

- (xii) the need to avoid the use of unproven technology and methodologies;
  - (xiii) the need to spread and minimize risk to the City;
  - (xiv) the proximity of any service centre of a Bidder to the City;
  - (xv) the benefit in employing suppliers who have a proven track record of successful delivery and good reputation within the business community for integrity and competence;
  - (xvi) the prior record of the Bidder as a contractor to the City;
  - (xvii) such other considerations as would influence the decision of a reasonable and prudent purchaser in the particular circumstances of the City at the time when the Contract is awarded.
- (c) in awarding the contract the City may take into account the adherence or non-adherence of a particular Bidder to the social, economic or labour relations policies of the City;
  - (d) the City may reject a Bid submitted by a person which in the opinion of the City or its professional advisors, does not possess the experience, or financial, technical, personnel or other resources that may reasonably be expected to be necessary in order to carry out the obligations that the Bidder proposes to assume under the terms of its Bid;
  - (e) the City may waive compliance with any minor requirement governing the submission of Bids, including (but not limited to) any requirement to:
    - (i) attend any meeting;
    - (ii) inspect any site or thing;
    - (iii) submit Bids in any particular form;
    - (iv) state prices or any other aspect of a Tender in any particular manner;

provided that in so doing the City shall not unfairly prejudice any other Bidder.

- (f) where in the view of the City, an insufficient number of Bids have been received in response to a Tender, the City may publish a further such request (on the same or revised terms from the original request);
- (g) the City may accept any Bid conditionally;
- (h) where the lowest compliant Bid exceeds the budget approved by the City, or where during the course of the Tender it is determined by the City that it would not be reasonable in the circumstances for the City to select its supplier solely by reference to price, the City reserves the right to identify a short list of one or more potential suppliers with whom it will seek to negotiate bilaterally a contract for the Project in question;
- (i) where the Contract is awarded to the lowest compliant Bidder, the City may negotiate amendments to the Contract or to the Work to be done or Services or materials to be supplied under the Contract;
- (j) the City may modify the terms and conditions of a Tender at any time prior to the closing date and time for the submission of a Bid, but despite any other provision of this Request for Tenders, where a Bid has been received prior to the time when such a modification is made, the City shall notify the Bidder concerned, and allow that Bidder a reasonable opportunity to submit a revised Bid.

## **29. Rejection of Bids By City**

- (1) At its discretion, the City may reject any Bid that does not,
  - (a) comply with these Instructions; or
  - (b) contain in full all information required on the Form of Tender, these Instructions or any of the other Contract Documents provided by the City to the Bidder.
- (2) The City may reject any Bid submitted by a Bidder or cancel the Contract awarded to that Bidder without penalty, where any information provided by the Bidder in its Bid or as part of any pre-qualification procedure is determined to be false or otherwise misleading in any material respect.

### **30. Record and Reputation**

See the City of Hamilton Procurement Policy for specific requirements and obligations at:

[hamilton.ca/buying-selling-city/bids-tenders/procurement-policy-by-law](http://hamilton.ca/buying-selling-city/bids-tenders/procurement-policy-by-law)

### **31. Obligation of Suppliers to Deal in Good Faith and To Treat the City as its Most Favored Customer**

- (1) Each Bidder is required to deal with the City in utmost good faith both with respect to the submission of its Bid and with respect to the performance of any Contract awarded by the City upon the acceptance of that Bid.
- (2) Where through inadvertence, a contract is awarded to a Bidder who has made an unauthorized amendment to the City's Form of Tender, then within a reasonable time of the City discovering that unauthorized amendment, the City may:
  - (a) cancel the Contract without compensation to the Bidder by giving written notice to that effect to the Bidder;
  - (b) recover from the Bidder any amount paid to the Bidder in excess of what would have been paid had that amendment not been made, and
  - (c) where in the reasonable opinion of the Procurement Manager, the change was made by the Bidder as part of a deliberate attempt to deceive, ban the Bidder from competing for City contracts for a period of up to 10 years.
- (3) Where in the reasonable opinion of the Procurement Manager it is determined that,
  - (a) on any one or more occasions a Bidder has,
    - (i) unlawfully or to a grossly unreasonable degree intimidated, harassed, or otherwise interfered with an attempt by any other prospective supplier to bid for a City contract or to perform any Contract awarded by the City to that supplier;
    - (ii) assaulted or committed battery against any City employee (including any constable, officer or other employee of Hamilton Police Services) in the performance of his or her duty;

- (iii) deliberately retained a known over-payment, or has knowingly failed to notify the City of an over-payment or duplicate payment;
- (b) a Bidder has employed in the performance of a contract with the City, the former Regional Municipality of Hamilton-Wentworth, or any local municipality which formed part of the Regional Municipality of Hamilton-Wentworth, a systematic policy of,
  - (i) over-billing;
  - (ii) charging for items not supplied;
  - (iii) charging for items of one grade, while supplying items of an inferior grade;
  - (iv) misrepresentation as to the quality or origin of Goods, their functionality or suitability for a purpose, or their performance characteristics; or
  - (v) any other form of sharp practice,

the City may ban the Bidder, and any person with whom the Bidder is not at arm's length within the meaning of the *Income Tax Act* (Canada), from competing for City contracts for a period of up to 10 years.

### **32. Review of Bids**

- (1) At the close of the Tender, all apparently eligible Bids will be examined by a representative of the City's Procurement Section to confirm that they are compliant and otherwise complete.
- (2) At its sole discretion, the City may clarify any aspect of any Bid received in respect of the Bid with any Bidder at any time, and may clarify any aspect of the price Bid by the Bidder, and
  - (a) the purpose of such clarification may be,
    - (i) to enable the City to determine whether the Bid to which it relates complies with the Tender;
    - (ii) to resolve any ambiguity in the language used, or any other vague or uncertain aspect of the Bid.
  - (b) no such clarification shall alter the Bid or constitute negotiation or re-negotiation of the price or any aspect

thereof, or the nature or quality of the goods or services to be supplied or performed as set out in the Bid at the close of the Tender, and all correspondence with a Bidder for the purposes of such clarification shall be conducted through the Procurement Section.

- (3) Without limiting subsection (2), the City's right to clarify shall include the right to request additional or missing information relating to the work that is to be done or the Goods or Services that are to be supplied or the manner in which the Project or Work is to be carried out.
- (4) The right of clarification provided under this section is within the sole, complete and unfettered discretion of the City and is for its exclusive benefit, and may or may not be exercised by the City at any time and in respect to any or all Bids.
- (5) The right to clarify shall ***not*** impose upon the City a requirement to clarify with the Bidder any part of a Bid, and where in the opinion of the Procurement Manager the Bid is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, and the City may reject a Bid either before or after seeking a clarification under this section.
- (6) Neither the review of its submission with any Bidder, nor the seeking of clarification under this section, shall oblige the City to enter into a Contract with that Bidder, and shall not constitute an acceptance of that Bid or any other Bid.
- (7) All clarifications under this section shall be in writing, in a form satisfactory for inclusion in the Contract and satisfactory to the City.
- (8) Any Bidder may be required to meet with officials of the City within 30 days of being so requested to explain details of the submission, at a place in Hamilton specified by the City, and transportation to and from the meeting for the Bidder's representatives, as well as the hourly or per diem costs of the meeting itself for any such representative, shall be at the expense of the Bidder.

### **33. Guidelines Regarding Bid Irregularities**

As a guide to the Bidder, but without qualifying any rights and privileges reserved to the City, the Bidders Guidelines set out below is indicative of the manner in which discretion reserved by the City is to be exercised with respect to non-compliant Bids. However, the City shall not be liable to any Bidder or other person where it elects to exercise a discretion, reserved privilege or right in a manner different from that indicated below.

<b>BIDDERS GUIDELINES</b>		
<b>IRREGULARITY</b>		<b>RESPONSE</b>
1.	Qualified or conditional Bid (A Bid restricted by a statement added to the Form of Tender or a covering letter or alterations to the Form of Tender).	Automatic rejection unless the Request for Tenders specifically permit such qualification or condition.
2.	A Bid received in a format not specified in the Request for Tenders such as hardcopy submission, fax, email, etc.	Automatic rejection.
3.	A Bid received on documents other than those documents supplied by the Bidding System.	Automatic rejection.
4.	Bid Security:  Amount of Bid Security provided by Bidder is insufficient, does not name correct Municipality as obligee, or no Bid Security is provided or is not otherwise in compliance with the Request for Tenders requirements.	Automatic rejection.
5.	Execution of Bid bond: Corporate seal or electronic signature of bidder, or both, are missing. Corporate seal or electronic signature of bonding company, or both, are missing.	Automatic rejection.  Automatic rejection
6.	Bid Security: Digital bid bond not provided or not an electronically verifiable and enforceable e-Bond.	Automatic rejection.
7.	Other irregularities.	An irregularity that goes beyond the scope of the Bidders Guidelines may be considered by the Procurement Manager.

### **34. Non-Merger**

- (1) Except where otherwise expressly agreed, these Instructions shall not merge upon the execution of the Contract for Works, but the provisions of this Instructions shall be deemed to remain in effect throughout that Contract.
- (2) These Instructions shall define and limit the scope of any contractual or other legal rights in favour of any Bidder or



Subcontractor flowing from the RFT or the submission or acceptance of any Bid.

### **35. Standard Terms and Conditions**

#### **A. Samples and Demonstration**

- (1) The City may request the provision of sample of any goods or work that are to be supplied.
- (2) Any samples within the scope of subsection (1) shall be delivered to the City no later than seven Business Days after formal request is made, unless requested prior to the submission of a Bid, in which case the sample shall be delivered to the City together with the Bid.
- (3) The City shall not be charged for any sample provided under this provision, nor for the cost of delivering the sample to the City.
- (4) Where not used or damaged during testing, any sample provided to the City will, upon Bidder's written request made within 20 Business Days of the award of the Contract, be returned to the Bidder at the Bidder's expense.
- (5) The City may require a full demonstration at a place of the City's choosing of any unit that is to be supplied prior to awarding of the Contract, and all costs associated with that demonstration shall be for the account of the Bidder.

#### **B. Brand Name**

- (1) Any reference to the trade name, brand name or catalogue number of a particular manufacturer shall be understood to have been made solely for the purpose of establishing and describing general performance and quality levels of the item to be supplied, unless specified otherwise.
- (2) No reference to the trade name, brand name or catalogue number of a particular manufacturer shall be construed to restrict Bidders to that manufacturer, but Bids shall be deemed to be invited for generic no-name equals and comparable equipment of any manufacturer.
- (3) Despite subsection (2), if an item other than the one specified is bid, it is the Bidder's responsibility to demonstrate that the product bid meets the specifications, and the Bidder shall submit brochures and samples upon request and provide full specifications in detail

on the item(s) bid. The City shall be the sole judge (in its absolute discretion) as to whether an item bid meets its specifications.

### **C. Standard Warranty**

Unless the Special Provisions otherwise provide, all construction work (including all Goods supplied and Services performed in relation thereto) shall be subject to a minimum two year warranty from the date of the completion of the Project. Bidders are encouraged to offer longer term warranties, and an appropriate allowance may be made by the City in its evaluation of the Total Contract Prices of competing Bidders, based upon the length and scope of warranty offered by each respective Bidder.

### **D. Security Clearance**

- (1) Where the Tender involves the performance of work in secure, sensitive or similarly restricted areas, or with respect to computer data or other information that relates to matters of public security, tax records or records relating to investigations carried out with a view to prosecution under any Federal or Provincial Act or Regulation or under any City By-law, each Bidder and its executive officers, and all employees (including supervisors) directly involved in the performance of that work must consent to a security clearance check and report thereon performed by the Hamilton Police Services or other appropriate Federal, Provincial or City security vetting agency.
- (2) Where subsection (1) applies any award of a Contract to a Bidder will be subject to the receipt of a satisfactory security report, the sufficiency of which shall be at the sole discretion of the City.
- (3) Where a Consent to Disclosure of Personal Information Form is included with the package of documents provided by the City to Bidders, that Form must be completed and returned to the City by the time stated in order to,
  - (a) obtain admission to any mandatory or other site visit at any secure, sensitive or similarly restricted site;
  - (b) permit due consideration to be given to any Bid submitted by the Bidder.
- (4) In the event that a satisfactory security clearance is denied to an applicant employee or subcontractor of the Bidder, the City will entertain the submission of applications from alternate applicants, but subject to the same security clearance requirements.

- (5) Any significant change in the security clearance or classification of a Bidder over the life of the Contract may afford grounds for cancellation of the Contract, that decision to be at the sole discretion of the City.

#### **E. Contract Non Exclusive**

Unless otherwise expressly provided in the Tender Notice, Description of Project Work or Services, the Special Provisions or an Addendum, no Contract for the supply of goods, services, the supply and installation of fixtures, or any combination thereof shall be deemed or construed to confer upon the Successful Bidder an exclusive right to supply those items, nor an exclusive obligation on the Successful Bidder to provide those items only to the City.

#### **F. Term of the Contract**

- (1) There is no obligation on the City to extend any term of the Contract.
- (2) Unless otherwise expressly provided in the Tender Notice, Specifications, Special Provisions or an Addendum,
  - (a) the Contract shall be deemed to be for a term of one year only, and the Successful Bidder shall have no right to the award of a further contract, nor any preference in the award of any subsequent contract;
  - (b) the term of the Contract will commence with the issuance of a purchase order or the execution of the Contract for Works, as the case may be.
- (3) Where the Tender Notice, Specifications, Special Provisions or an Addendum provide that a Contract may be renewed at the end of its term, the following rules apply:
  - (a) unless otherwise stated in the Special Provisions or Addendum, each renewal shall be deemed to be for a period of one year only;
  - (b) any renewal shall be at the sole discretion of the City;
  - (c) any renewal shall be on the same terms and conditions of the original Contract;
  - (d) any renewal shall be evidenced in writing, and where not so evidenced any continuation of supply after the expiration of the term of the Contract shall be deemed to be subject to the

same terms and conditions as supplies under the Contract, subject to the following provisos:

- (i) the City may at any time discontinue placing any further order for supply, or may terminate the relationship between the parties by written notice to that effect, but no such discontinuation or notice shall affect the obligation of:
  - i. the City to receive delivery and pay for any items or services previously ordered; and
  - ii. the Successful Bidder to fill any order previously placed and accepted by it;
- (e) where a price adjustment is contemplated in the Special Provisions upon the renewal of the Contract, all prices payable under the Contract during the term of the renewal shall be deemed to be adjusted to reflect the average annual increase in the Consumer Price Index as published by Statistics Canada over the 12 month period immediately preceding the date of renewal;
- (f) where no price adjustment has been contemplated in the Special Provisions the City may, in its sole discretion, make an adjustment to the pricing where it is clearly evident to the City that the market price for the Goods and/or Services has changed since the award of the Contract. Any price change under the Contract during the term of the renewal shall be deemed to be adjusted to reflect the average annual increase in the Consumer Price Index as published by Statistics Canada over the 12 month period immediately preceding the date of renewal. This discretion will only be exercised one (1) time during the course of the Contract and any renewal period(s); and
- (g) where more than one renewal is contemplated in the Tender Notice, Specifications, Special Provisions or an Addendum, each such renewal shall be subject independently to clauses (a) to (f).

## **G. Orientation Session**

- (1) The City may require the Successful Bidder (and those employees of the Successful Bidder who will be employed in performing the Contract) to attend a training and orientation session to be

conducted by the City at such place in the City of Hamilton as the City may direct.

- (2) The session may last for up to one full working day.
- (3) No amount shall be payable by the City in respect of that session.

#### **H. Force Majeure**

- (1) In this section, "Force Majeure" means a delay in the performance of the Services occurring other than as a result of the deliberate act or negligence of either party respectively, and which
  - (a) could not have been reasonably foreseen, and
  - (b) was caused by an events beyond the reasonable control of each party respectively,

and for the sake of greater certainty shall include any one or more of the following:

- (c) acts of God, the Queen or Her enemies;
  - (d) civil war; insurrections or riots;
  - (e) fires; floods; explosions; earthquakes or serious accidents;
  - (f) unusually severe weather; epidemics or quarantine restrictions;
  - (g) governmental priorities or allocation regulations or orders affecting materials, labour, equipment and facilities;
  - (h) fuel shortages or freight embargoes;
  - (i) strikes or labour troubles causing cessation, slowdown, interruption of work or other similar events relating to a person other than the Successful Bidder (or any subcontractor) or to the City.
- (2) Financial difficulties experienced by the Successful Bidder will not be considered an occurrence of a Force Majeure under the Contract.
  - (3) In the event of the occurrence of a Force Majeure,
    - (a) the time for completing that portion of the supply of goods or services, or the completion of the Project or Work to which

the Tender relates, which has been delayed by reason of the Force Majeure shall be extended by a period equal to the delay so caused;

- (b) the date for the payment of any portion of the price or any costs or fees shall be adjusted accordingly, without adjustment of the price; and

but subject to the foregoing, each party shall be excused from performance so long as the Force Majeure persists, and shall not be considered to be in default under this section, if and to the extent that its failure of, or delay in performance is due to that Force Majeure.

- (4) Where a Force Majeure remains in effect for more than 90 days, either party may terminate the Contract upon 30 days written notice to the other party, provided at the time when that notice is given the Force Majeure is then continuing.
- (5) While a Force Majeure subsists which prevents the Successful Bidder from proceeding with the Work under the Contract, the City may engage an alternate supplier on an interim basis.

### **36. Definitions**

Capitalized words and phrases used in this Request for Tenders shall have the following meanings, unless expressly stated otherwise.

“Addendum” means a written addendum issued under this Request for Tenders.

“Bid” means a bid submission made by a Bidder in response to the Request for Tenders.

“Bid Price” means any Unit Price or other component of the Total Contract Price;

“Bidder” means any Person submitting a Bid in response to this Request for Tenders.

“Bidding System” means the electronic system used by the City for the advertisement of public bid opportunities at the following website: <https://hamilton.bidsandtenders.ca>, and which is required to be used for all dissemination of information by or on behalf of the City and submissions from Bidders for this Tender.

“Business Day” means any day other than a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required by law to be closed;

“City” means the City of Hamilton, and where an authority or discretion is conferred upon the City under the Contract Documents, means the appropriate official of the City as designated or appointed under its governing by-laws, resolutions or policies from time to time.

“Contract” means the agreement to perform the Work, including the supply of all labour, material, services, implements, equipment and incidentals necessary for proper and satisfactory execution of the Work and the fulfilment of all other contractual obligations and undertakings, all in accordance with Contract Documents and any written supplementary agreements which form part of each Contract shall mean all of the foregoing.

“Contract Documents” means all of the following documents, and in the event of a conflict between them, each shall enjoy priority against the others (subject to any express term or condition to the contrary) in accordance with the following successive order:

- (a) a Change Orders or Change Directive,
- (b) the Contract for Works;
- (c) any Addendum,
- (d) any Special Provisions,
- (e) any Supplemental General Conditions;
- (f) the General Conditions;
- (g) the Specifications, with any supplemental specifications taking priority over the standard specifications, if any;
- (h) any contract drawings, provided that,
- (i) these Instructions;
- (j) the standard form text of the Form of Tender as prescribed by the City;

“Contract for Works” means the contract relating to the Project, a sample of which is included in this Request for Tenders.

“Contractor” means the person undertaking the execution of the Work under the term of the Contract, and pending execution of the Contract for Works includes a Successful Bidder, within the meaning of the Instructions to Bidders.

“Electronic Bidding” means a method of issuing this Tender and/or receiving Bids where the process of using and/or receiving Bids by internet is considered

appropriate, and in particular includes the Bidding System operated by bids&tenders™ system operated by eSolutions Group, 455 Philip Street, Waterloo, Ontario N2L 3X2.

“Form of Tender” has the same meaning as Tender Form.

“Goods” means any item of tangible personal property, or computer software, required to be installed, supplied or consumed in order to complete the Project and includes:

- (a) energy, however generated,
- (b) items of tangible personal property that are intended for installation as a fixture or otherwise for incorporation into land, a building or structure,
- (c) ornamental or industrial trees, grass sod, flowering plants, shrubs, soil, seed or fertilizer,

“Interlineation” means, for the purposes of Article 2, the act of writing between the lines of the document, to add something to the pre-printed text of the Form of Tender.

“Project” means the Project as contemplated in the Tender, and includes

- (a) any alteration, addition or repair to, or
- (b) any construction, erection or installation on,

any land, building structure or works affixed to land, or an appurtenance to any of them; or

- (c) the demolition or removal of any building, structure or works or part thereof, and
- (d) all supplies of Goods or Services necessary or incidental to anything described in clauses (a), (b) or (c);

“Project Manager” means the Person designated by the City from time to time to oversee the Project.

“Procurement Manager” means the City’s Procurement Manager or the City’s Director of Financial Services, or such Person as is duly authorized in his or her stead.

“Services” means a service of any description required in order to complete the Project, whether commercial, industrial, trade, or otherwise, and includes all



professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in Goods,

“Specifications” means all written or printed descriptions or instructions pertaining to the method and the manner of performing the Work, to the scope of Work and to the quality of materials to be furnished under the Contracts.

“Successful Bidder” means the Bidder whose Bid is selected by the City for the award of the Contract in respect of a Project.

“Tender” means the request for tender to which these Instructions relates, and any renewal or substitute for that request for tender.

“Tender Form” means the tender form relating to the Project or Works, as the case may be, and for the sake of greater certainty includes the Form of Tender and Schedule of Prices, and any other documents that are supplied as part of the Request for Tenders and which are to be completed and confirmed by the Bidder and submitted back to the City in their entirety through the Bidding System.

“Tender Notice” means the public notification of the Project or Works.

“Unit Price” means any component price as set out on the Form of Tender.

“Total Contract Price” means the fully inclusive, all-in total Contract Price, constituting the sum of all costs quoted by a Bidder in its Tender with respect to the Project,

- (a) including the purchase price for all materials, labour costs, service costs, costs for temporary structures and facilities, utility costs, warranty costs, life cycle costs, operating and disposal costs, and all applicable taxes relating to the foregoing; and
- (b) including any options or alternatives requested in the Request for Tenders Documents that the City elects to purchase; but
- (c) excluding any HST applicable.

“Work” or “Works” means the whole of the works, materials, matters and things, required to be done or supplied, mentioned or referred to in performing or executing the Project in full in accordance with the requirements set out in the Contract Documents.

### 37. Interpretation

- (1) In this Request for Tenders and in all other Contract Documents,
  - (a) a word importing the masculine, feminine or neuter gender only includes members of the other genders;
  - (b) a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
  - (c) the provisions shall be read with such changes of number or corporate status as the context may require;
  - (d) a reference to any Act, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, by-law, rule or regulation or provision enacted in substitution therefor or amendment thereof;
  - (e) the headings to each section are inserted for convenience of reference only and do not form part of the Contract;
  - (f) any reference to time shall be deemed to be a reference to Hamilton time;
  - (g) all technical terms having a recognized meaning as a term of art in a relevant industry or trade shall be deemed to have that meaning in this Contract; and
  - (h) all accounting terms have the same meaning as are applied to those terms by the Canadian Institute of Chartered Accountants;
  - (i) any reference to an officer of the City shall be construed to mean the person holding that office from time to time, and also the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person.
- (2) The words 'approval', 'directed', 'required', 'considered necessary', 'authorized', 'acceptable', or 'satisfactory' or words of like import, shall mean approval or directed, required, considered necessary, or authorized by and acceptable or satisfactory to the City or its Consultant.
- (3) Except where otherwise defined, all terms that are defined in the Construction Act shall have the same meaning in the Contract Documents as in that Act.

- (4) Except where to do so would lead to an absurdity or a manifestly unfair result, the Contract Documents shall be deemed to be intended to be complementary, so that
  - (a) effect shall be given to each of them (i.e. provisions shall be considered to be repugnant only to the extent that they are inconsistent with each other); and
  - (b) what is required by any one shall be as binding as if required by all,

but in the event of inconsistency or conflict between two or more Contract Documents, they shall each have the priority as specified in the definition of that term in section 36. Definitions.

- (5) The rules of interpretation set out in the General Conditions shall apply to these Instructions.

### **38. Accommodations for Bidders with Disabilities**

- (1) In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the City of Hamilton will accommodate for a disability, ensuring full and equitable participation throughout the bid process.
- (2) If a Bidder requires this Request for Tenders in a different format to accommodate a disability, the Bidder must contact the Procurement Specialist as soon as possible and in any event prior to the closing date. The Request for Tenders in the different format will be issued only to the requesting Bidder and all Addenda will be issued in such different format only to the requesting Bidder.

### **39. Declaration of Bidder Compliance with City By-Laws**

Should the Bidder's declaration in its Form of Tender that it is in compliance with all City of Hamilton by-laws be untrue or incorrect, the City shall be entitled at its sole discretion to reject the Bidder's Bid.

**Form 200C**

**GENERAL CONDITIONS**

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## Form 200C

### I. GENERAL PROVISIONS

#### 1. INTERPRETATION

- (1) Unless the context requires a different meaning, in these General Conditions and (except where otherwise defined) in all the other Contract Documents relating to the Project or Work,
  - (a) “Bidder” includes a bidder in response to a Tender, a Proponent responding to an RFP or an offeror responding to an RFQ;
  - (b) “Business Day” means any day other than a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required by law to be closed;
  - (c) “Change Directive” means a direction given under the Supplementary General Conditions;
  - (d) “Change Order” means a direction given under the Supplementary General Conditions, and for greater certainty means a written amendment to the Contract prepared by the Consultant and signed by the City and the Contractor stating their agreement upon:
    - (i) a change in the Work;
    - (ii) the method of adjustment or the amount of the adjustment in the Total Contract Price, if any; and
    - (iii) the extent of the adjustment in the time allowed for the completion of Work under the Contract, if any, and for the sake of greater certainty, there shall be no presumption that a change in the Work shall necessitate any extension of such time.
  - (e) “City” means the City, and where an authority or discretion is conferred upon the City under the Contract Documents, means the appropriate official of the City as designated or appointed under its governing by-laws, resolutions or policies from time to time;
  - (f) “Consultant” means,
    - (i) any architect, engineer or other consultant employed, retained or otherwise designated by the City to act as the Consultant for the Project who is designated by the City as the Consultant in respect of the Contract; or

- (ii) any employee of the City or any independent professional retained by the City to advise it as a specialist consultant with respect to any aspect of the Tender or the Project,

and where no Consultant has been designated, the City's Project Manager shall be deemed to be the Consultant;

- (g) "Contemplated Change Notice" means a contemplated change notice under the Supplementary General Conditions;
- (h) "Contract" means the agreement covering the performance of the Work, including the supply of all labour, material services, implements, equipment and incidentals necessary for proper and satisfactory execution of the Works and the fulfillment of all other contractual obligations and undertakings, all in accordance with contract documents listed in the List of Contract Documents, written Change Order issued by the Consultant and any written supplementary agreements all of which form part of the Contract;
- (i) "Contract Documents" means all of the following documents, and in the event of a conflict between them, each shall enjoy priority against the others (subject to any express term or condition to the contrary) in accordance with the following successive order:
  - (i) first, all Change Orders and Change Directives, in the order of their respective dates of issue, with the most recent having priority over those previously issued;
  - (ii) the Contract for Works;
  - (iii) any Addendum, ranking in priority in the order of their respective dates of issue, with the most recent having priority over those previously issued;
  - (iv) any Special Provisions;
  - (v) any Supplemental General Conditions;
  - (vi) these General Conditions;
  - (vii) the Specifications, with any supplemental specifications taking priority over the standard specifications, if any;
  - (viii) any contract drawings, provided that,



- (A) larger scale drawings and details shall govern over smaller scale drawings of the same date, and numerical (figured) dimensions indicated on such drawings shall take priority even though they may “scale” differently, and
- (B) specially prepared drawings shall take priority over standardized drawings;
- (ix) the Instructions to Bidders (or Proponents or Offerors);
- (x) last, the Tender Form;

and where there are two or more documents of the same class that conflict, the document of later date shall have priority;

- (j) “Contract for Works” means the contract for works relating to the project or work, as the case may be;
- (k) “Contractor” means the person undertaking the execution of the work under the terms of the Contract, and pending execution of the Contract for Works includes a Successful Bidder, within the meaning of the Instructions to Bidders;
- (l) “Inspector” means any person, partnership or corporation that the City or the Consultant may appoint for the purpose of assisting in the field review of the work and the materials to be used in the Works;
- (m) “Instructions to Bidders” means the City’s standard form instructions to bidders (or offerors or proponents, as the case may be), as modified for the purposes of the Project or Works;
- (n) “Major Item” means any separately quoted bid item that has an all-inclusive cost equal to or greater than 20% of the total Lump Sum Price;
- (o) “Person” includes any individual, corporation or partnership;
- (p) “Plans” means any drawing or reproduction of drawing pertaining to the work;
- (q) “Project” means the project to which this Contract relates, as generally described in the Tender Form;
- (r) “Project Manager” means the project manager designated by the City from time to time;
- (s) “Site” means the site at which the Work is to be carried out;

- (t) "Site Instruction" means a site instruction within the meaning of the Supplementary General Conditions, and for greater certainty a written instruction prepared by the Consultant directing a change in the manner of carrying out the Work or a change to the Work that does not depart in substance from the general scope of the Work required to be carried out under the Contract Documents;
- (u) "Specifications" means all written or printed descriptions or instructions pertaining to the method and the manner of performing the work, to the scope of work and to quality of materials to be furnished under the Contract and includes Tender Notice, Instruction to Bidders, Supplementary Instruction to Bidders, General Conditions, Supplementary General Conditions, General Construction Requirements, Special Provisions, Form of Tender, together with all written agreements made or to be made pertaining to the method or manner of performing the work or to the quantities or qualities of materials to be furnished under the Contract;
- (v) "Subcontractor" means a person, partnership or corporation undertaking the execution of a part of the work by virtue of an agreement between that person and the Contractor and who, while having control over the work to be done under such agreement, is under the jurisdiction of the Contractor;
- (w) "Successful Bidder" means the Bidder whose Bid is selected by the City for the award of the Contract in respect of a Project.
- (x) "Tender" includes any request for tender, request for proposal or request for quotation into which these General Conditions are incorporated by reference;
- (y) "Tender Form" means the tender form relating to the Project or Works, as the case may be, and for the sake of greater certainty includes a Form of Proposal or a Form of Quotation;
- (z) "Tender Notice" means the Tender Notice for the Project or Works, as the case may be, and for the sake of greater certainty includes a Notice of RFP or a Notice of RFQ;
- (aa) "Total Contract Price" has the same meaning as in the Instructions to Bidders;
- (bb) "Work" or "Works" means the whole of the works, materials, matters and things, required to be done or supplied, mentioned or referred to in constructing, executing or fabricating the Project in full in accordance with the requirements set out in the

Contract Documents and plans, including all extra or additional work/items which may be ordered by the Consultant.

- (2) In these General Conditions and in all other Contract Documents,
  - (a) a word importing the masculine, feminine or neuter gender only includes members of the other genders;
  - (b) a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
  - (c) a reference to any Act, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, by-law, rule or regulation or provision enacted in substitution therefor or amendment thereof;
  - (d) the headings to each section are inserted for convenience of reference only and do not form part of the Contract;
  - (e) any reference to time shall be deemed to be a reference to Hamilton time;
  - (f) all technical terms having a recognized meaning as a term of art in a relevant industry or trade shall be deemed to have that meaning in this Contract; and
  - (g) all accounting terms have the same meaning as are applied to those terms by the Canadian Institute of Chartered Accountants;
  - (h) any reference to an officer of the City shall be construed to mean the person holding that office from time to time, and also the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person.
- (3) Any Work, Material or incidentals, not explicitly specified in the Contract Documents, but which are necessary to conform to generally accepted industry, safety or product standards, good construction practice, to produce a finished appearance, or required by the Building Code or other governing codes, or which may be fairly implied as "included", shall be done or supplied by the Contractor as if such Work, material or incidentals had been explicitly specified.
- (4) The words 'Approval', 'Directed', 'Required', 'Considered Necessary', 'Authorized', 'Acceptable', or 'Satisfactory' or words of like import, shall mean approval or directed required, considered necessary, or authorized by and acceptable or satisfactory to the City or its Consultant.

- (5) Except where otherwise defined, all terms that are defined in the Construction Act shall have the same meaning in the Contract Documents as in that Act.
- (6) Except where to do so would lead to an absurdity or a manifestly unfair result, the Contract Documents shall be deemed to be intended to be complementary, so that
  - (a) effect shall be given to each of them (i.e. provisions shall be considered to be repugnant only to the extent that they are inconsistent with each other); and
  - (b) what is required by any one shall be as binding as if required by all,

but in the event of inconsistency or conflict between two or more Contract Documents, they shall each have the priority as specified in the definition of that term in subsection 1(1) of these General Conditions.

## **II. FUNDAMENTAL ASPECTS OF THE CONTRACT**

### **2. SCOPE OF THE WORK**

- (1) It shall be the duty of the Contractor to see that all its Subcontractors, material suppliers and other parties under its jurisdiction are fully informed in regard to the Instructions to Bidders, these General Conditions, the Supplementary General Conditions, other Contract Documents.
- (2) The Contractor shall perform all work and shall supply all materials, save and except those specified herein to be otherwise supplied, and shall complete the whole of the Work, all in strict conformance with the Contract Documents and Consultant's written instructions.

### **3. CONTRACTOR CLAIMS ETC.**

All of the Contractor's claims (e.g. for Changes, Alterations, Valuation Thereof, Extra Work, or Extra Time) shall be dealt with in accordance with the Supplemental General Conditions.

### **4. SCHEDULE, ITEMS OF WORK**

- (1) The Contractor acknowledges that descriptions of items of the work to be performed under the Contract are sometimes general in nature for the sake of brevity.

- (2) It is understood that the Contractor shall undertake and perform all required work as fully shown, detailed or described in any of the Contract Documents, or if not so detailed the work shall be done in accordance with generally accepted industry or product standards, or as required by "Good Practice" for first class construction, or as needed for "Finished Appearance".

## **5. TIME OF ESSENCE AND COMMENCEMENT OF WORK**

- (1) Time shall be deemed to be of the essence of this Contract.
- (2) Within two weeks after the receipt by the Contractor of,
  - (a) the Contract executed by the City; and
  - (b) the Notice to Proceed (or purchase order, as the case may be),whichever is earlier, the Contractor shall submit a proposed schedule of construction to the Consultant for approval, which shall show clearly in weekly stages the proposed progress of the main items, structures and Subcontractors relating to the Contract, and shall indicate where applicable the labour, construction crews, plant and equipment to be employed.
- (3) The Consultant may require the Contractor to revise the proposed schedule of construction at any time as provided in these General Conditions, or as determined reasonably by the Consultant is required by the circumstances, and so far as possible, the Contractor shall adhere to the schedule of construction as currently approved.
- (4) Except as otherwise agreed, the work shall be commenced on the date indicated in the Special Provisions or on the commencement date specified in the Notice to Proceed (or purchase order), and shall be continuously and with utmost diligence and dispatch carried on to completion, unless otherwise stipulated in the Contract, and shall be fully completed and possession given to the City within the time allowed in the Special Provisions, unless a longer time is allowed by the Consultant in writing only for valid reasons or for work additional to the original scope of the Contract, in which case the work shall be carried out to completion and possession given to the City within the allowed additional time.
- (5) Where the Consultant concludes that the indicated or specified time is not sufficient to complete the work by working a normal number of hours each day or week on a single daylight shift basis, the Contractor shall introduce augmented (extended) daylight shifts, or additional shifts as required throughout the life of the Contract to the extent deemed necessary by the Contractor to insure that the work will be

completed within the time limited specified, and any additional costs occasioned by compliance with these provisions will be considered to be included in the Total Contract Price and no additional compensation will be allowed therefor.

- (6) Working time shall be considered to run until the date of take-over of the completed Works, by the City.
- (7) Performance or control of operations is to be construed to include any feature of the normal work in progress, or of any work considered at the time by the Consultant, which, if delayed, will delay the time of completion of the Contract.
- (8) The Contractor shall, at all times and at its own expense, furnish all reasonable aid and assistance required by the Consultant or the City's Inspectors for the proper inspection and examination of the work or any part thereof.
- (9) The Contractor shall, at its own expense, furnish samples for testing when required and shall furnish all reasonable facilities for the inspection of material and workmanship.
- (10) The Contractor shall obey all written directions and instructions of the Consultant, or his or her authorized representatives, and of the Inspection/Testing Companies.
- (11) Despite any inspection that the City might carry out, or that may be carried out on its behalf by an independent Inspector or the Consultant,
  - (a) the failure by the person carrying out that inspection to notice, discover, condemn or object to any defective work or material, shall not constitute a waiver of the Specification or the approval or acceptance of such defective work or material;
  - (b) the making of that inspection shall not relieve the Contractor from performing such testing, inspection and quality assurance procedures (including independent testing) on its own initiative as would be performed or commissioned by a contractor of ordinary prudence in connection with the Work being done,

and, except as otherwise provided in these General Conditions, the Supplementary General Conditions, Special Provisions, Specifications or an Addendum or a Change Order or Change Directive, the Contractor shall be and shall remain liable for all defective work or

material and any loss, costs, charges or expenses in connection therewith.

### **III. PRICE AND PAYMENT**

#### **6. GENERAL RULES REGARDING PRICE AND PAYMENTS**

- (1) Unless otherwise provided in the Contract Documents, the Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary labour, materials, services, tools, equipment, supplies, light, power, water and other incidentals, and for performing all the work under the Contract.
- (2) Progress payments for the work done by the Contractor will be made by the City on monthly basis.
- (3) At an agreed upon date of each calendar month, the Contractor shall submit to the Consultant and the City, numbered and dated Progress Invoices for actual work done during the previous month. Progress Invoices shall be made in writing to the Consultant and the City to the email addresses given by the Consultant and the City for this purpose at the commencement of the Contract.

Each Progress Invoice shall meet the requirements of a "proper invoice" as defined in the Construction Act if the Contractor includes the following:

- a statement of work performed and values, which statement shall include the Contract number, project name and purchase order number;
  - breakdown of approved change orders and percentage completed of each;
  - any other documents prescribed by the Project Manager or Consultant at the commencement of the Contract; and
  - any other requirement that the Construction Act prescribes for a proper invoice.
- (4) Numbered and dated Progress Certificates of Payments shall be issued by the Consultant, using the Contractor's Invoices as guide only, once a month, certifying the amount of work done and material furnished and the value thereof in the opinion of the Consultant. Where such certificate differs from the Contractor's invoice, the City will issue a notice of non-payment to the Contractor as required by the Construction Act.
  - (5) Subject to the Construction Act, the City will pay to the Contractor 90 per cent of the amount shown on such certificates, less previous

payments, less the amount of any liens or written notice of liens of which the City has notice, plus 25% for security for costs, and less any amounts that the City deems necessary to retain for its protection against claims or liabilities or for any claim or claims the City may have against the Contractor under this Contract, other Contracts, or otherwise, and such payments shall not in any way be construed as, nor shall it constitute, an acceptance of all or any part of the Work or Material under this Contract.

- (6) The City reserves the right to check without prejudice all payments made or not made by the Contractor to its suppliers and employees to confirm due compliance with,
- (a) the Construction Act; and
  - (b) the City's Fair Wage Policy;

and upon the request of the City, the Contractor shall also submit proof of such compliance, but the City shall not by so doing become liable to any such supplier.

- (7) A progress claim by the Contractor shall not include material, items or equipment stored not yet delivered to the Site but may include material, items or equipment delivered to the Site but not yet built-in or installed, at the Consultant's discretion, upon presentation to the Consultant of a certificate of insurance indicating adequate all-risks coverage for those materials, items or equipment.
- (8) If any work or item under this Contract is included by the Contractor in its Progress Claims as partially or fully completed, but it is not completed in accordance with drawings or specifications, or is not completed to the Consultant's satisfaction, the Consultant shall omit the partial or total cost of such items from the Certificates of Payment and shall notify the Contractor in writing of its action and the reason for same, and shall withhold payments for such items, over, above and distinct from applicable construction lien holdbacks, until they are completed or corrected to its full satisfaction.
- (9) The Consultant shall be entitled to 5 Business Days from the date of the receipt of the Contractor's invoice for checking and issuance of the Progress Certificates and 5 Business Days in respect of Certificates for Substantial and Total Performance.
- (10) Subject to the Construction Act, and to the provisions of the Contract Documents, after completion of the relevant progress payment certificate and delivery of that certificate to the City, payment shall be made by the City on or before the deadline prescribed by the Construction Act.



- (11) In certifying the completion of work and making payments, the City and its Consultant may adopt reasonable measures to confirm due compliance by the Contractor with the requirements of the Contract and the Construction Act.
- (12) Contingency allowances, if any, shall be as stated in the Special Provisions or as agreed in writing by the City from time to time.
- (13) In accordance with the provisions of the Contract Documents, and the Construction Act, the City shall pay all amounts owing by it in Canadian funds by cheque drawn on a bank or trust company in Canada payable at par, and in accordance with the following rules:
  - (a) Where the Work under the Contract is expected to take more than 60 days to complete, the City shall make progress payments to the Contractor on account of the Total Contract Price when due in the amount certified by the Consultant together with such HST, GST or other applicable sales or value added taxes as may apply thereto as provided in this Agreement.
  - (b) Where the Work under the Contract is expected to take less than 60 days, no progress payments shall be made under the Contract, but all payments to be made shall be made following the completion of the Work.
- (14) All payments shall include such GST, HST or other sales value added taxes as may be applicable in respect of the amount payable.
- (15) Applications for payment shall be dated the last day of the agreed monthly payment period and the amount claimed shall be for the value, proportionate to the amount of the Contract, of work performed and Products delivered to the Site at that date. The Contractor shall submit to the Consultant, at least 14 days before the first application for payment, a schedule of values for the parts of the Work, aggregating the total amount of the Total Contract Price, so as to facilitate evaluation of applications for payment. The schedule of values shall be made out in such form and supported by such evidence as the Consultant may reasonably direct and when accepted by the Consultant, shall be used as the basis for applications for payment, unless it is found to be in error.
- (16) The onus of establishing substantial performance, the completion of any work, the supply of any materials, and the final completion of the Work shall lie on the Contractor, who shall submit such proof thereof as the Consultant may reasonably require. The Contractor shall include a statement based on the schedule of values with each application for payment.

- (17) Claims for materials delivered to the Site but not yet incorporated into the Work shall be supported by such evidence as the Consultant may reasonably require to establish the value and delivery of the Products.
- (18) When the Contractor considers that the Work is substantially performed, the Contractor shall prepare and submit to the Consultant a comprehensive list of items to be completed or corrected and apply for a review by the Consultant to establish Substantial Performance of the Work or substantial performance of the designated portion of the Work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract.
- (19) No later than 5 Business Days after the receipt of the Contractor's list and application, the Consultant will review the Work to verify the validity of the application, and no later than 7 days after completing the review, will notify the Contractor whether the Work or the designated portion of the Work is substantially performed.
- (20) The Consultant shall state the date of substantial performance of the Work or designated portion of the Work in a certificate.
- (21) Immediately following the issuance of the certificate of Substantial Performance of the Work, the Contractor, in consultation with the Consultant, shall establish a reasonable date for finishing the Work.
- (22) After the issuance of the certificate of Substantial Performance of the Work, the Contractor shall:
  - (a) submit an application for payment of the holdback amount;
  - (b) submit a statutory declaration that all accounts for labour, subcontracts, Products, construction machinery and equipment, and other indebtedness that has been incurred by the Contractor and for which the City might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- (23) Despite anything in this Agreement, no amount required to be held back under the Construction Act shall be considered to be due and payable until at least the day following the expiration of the holdback period stipulated under that Act.
- (24) When the Contractor considers that the Work is completed, the Contractor shall submit by email transmission to both the Consultant and the City an application for final payment. The application for final payment shall meet the requirements of a "proper invoice" as set out in subsection (3) above and also include satisfactory evidence that section 32 of the Construction Act, as amended, has been complied with. No later than 5 Business Days after the receipt of such an

application, the Consultant shall review the Work to verify the validity of the application. The Consultant shall, no later than 5 Business Days after reviewing the Work, notify the Contractor whether the Consultant considers the application is valid or give reasons why it is not valid. When the Consultant finds the Contractor's application for final payment valid, the Consultant shall issue a final certificate for payment.

- (25) All payment to be made under this section shall be made (subject to such contra rights as the City may be entitled) when all liens that may be claimed against that holdback have expired, been discharged or provided for in accordance with that Act, and subject to any requirements under Worker's Compensation legislation or other laws of general effect requiring the City to confirm any fact or condition before making payment.
- (26) The Consultant's obligation to certify any or a portion of any progress payment, substantial performance or final completion of the work shall be suspended where necessary by reason of the need to carry out reasonable testing or the discovery of any of the following:
  - (a) defective or deficient work or materials;
  - (b) improper filing of claims or evidence of fraud or other misrepresentation;
  - (c) damage to City property or to another contractor's work,so as to permit a proper assessment to be made thereof.
- (27) The Contractor shall submit, with the application for a certificate of substantial performance, all guarantees, warranties and certificates, distribution system diagrams, any spare parts or material left over to the Contractor that may reasonably be foresee as being required by City at any time in the future, together with any other materials or documentation required to be submitted under Contract.
- (28) The acceptance by the Contractor of the certificate of substantial performance or completion or the acceptance of a certificate by a Subcontractor or for any payment due thereunder shall constitute a waiver by the Contractor, or the Subcontractor, as the case may be, of all claims whatsoever against the City under this Contract or any subcontract arising thereunder, whether for a change in the Total Contract Price, or for any extension of time, or otherwise, except those claims made in writing prior to the Contractor's application for payment.
- (29) The Contractor shall, at the Contractor's expense, publish a copy of the Certificate of Substantial Performance of the Contract in the Daily Commercial News or as otherwise prescribed by the Construction Act.

- (30) Upon presentation by the Contractor to the Consultant of its Claim for the Release of the Statutory Finishing Work Holdback, with all documentation prescribed by the Construction Act and requested by the City, the Consultant shall issue, numbered and dated, the Final Certificate of Payment.
- (31) After the necessary searches and checking, and contingent on the Contractor having submitted all necessary documentation to the City's satisfaction, including "as constructed" drawings, and following the expiry of all lien rights in accordance with the *Construction Act* the City shall pay to the Contractor the statutory holdback(s), provided that the City may retain any portion, or all, of such payment that it deems necessary for its protection against claims which the City may have against the Contractor under this Contract or under other Contracts or otherwise, and such payment shall not in any way be construed as an acceptance of all or any part of the Work or of the Material under the Contract, nor shall it constitute a Waiver by the City of any or all of its Rights and/or Claims.
- (32) "Value Added Tax" (VAT) for the purposes of this section means the Federal Goods and Services tax and any similar tax the collection and payment for which has been imposed on the Successful Bidder by the tax legislation.
- (33) The Total Contract Price shall include all taxes and customs and duties in effect at the time of the Bid closing except for Value Added Taxes payable by the City to the Contractor as stipulated in the Contract.
- (34) Any increase or decrease in costs to the Successful Bidder due to changes in such included taxes and duties after the time of the Bid closing shall increase or decrease the Total Contract Price accordingly.
- (35) Set-off  
The parties agree that the City has the contractual right to set-off against any amounts owing by the City to the Contractor under this Contract, any amount owed to the City by the Contractor, whether such amount arises from this Contract or under any other contract between the City and the Contractor, irrespective of whether or not those contracts are related or arise at equity or law. This right of set-off shall be subject to the Construction Act, as applicable.
- (36) The Contractor shall not submit an invoice between the period of December 14 to January 4, inclusive, in any year. The Contractor shall not submit an invoice during any other reasonable period which the Consultant or the City advises the Contractor in writing due to downtime for payment system upgrades.
- (37) Notice of non-payment by the Consultant or the City shall be made to the Contractor by email transmission.

- (38) The determination of a matter by an adjudicator under the Construction Act may be submitted to the courts at any time.

## **7. QUALIFICATION ON PAYMENTS TO BE MADE**

- (1) No payment shall be owing to the Contractor in respect of services or materials to be supplied to an improvement to real property, unless those services and materials have been supplied within the meaning of the Construction Act.
- (2) Where under the terms of any of the Contract Documents a payment certificate of the Consultant, a certificate of substantial performance or a certificate of final completion is issued, the amount certified as being payable, or which otherwise may be paid by virtue of the issue of that certificate, shall be due and payable by the City (subject to any contra rights to which the City is entitled) on or before the deadline prescribed by the Construction Act.

## **8. NO ENTITLEMENT TO DOUBLE PAYMENT**

Where under any of the Provisions of any one or more of the Contract Documents, an amount which is payable to the Contractor maybe claimed under more than one separate categories of expenditure, allowance or other right of recovery of payment, it shall be understood that the Contractor is entitled to be paid that amount once only.

## **9. FAIR WAGE POLICY AND SCHEDULE**

- (1) The City has adopted a Fair Wage Policy and Fair Wage Schedule, respecting contractors and subcontractors, that must be adhered to on this project. Copy of the Policy & Schedule are available, at no charge, upon request from Procurement or at the Procurement Section Website at:

**[hamilton.ca/buying-selling-city/bids-tenders/fair-wage-policy-and-fair-wage-schedule](http://hamilton.ca/buying-selling-city/bids-tenders/fair-wage-policy-and-fair-wage-schedule)**

- (1) The Contractor shall comply in all respects with the Fair Wage Policy and Fair Wage Schedule and is fully responsible for ensuring that all of its subcontractors also comply in all respects with that policy and schedule.
- (2) Without limiting the generality of subsection (2), all workers employed by the Contractor and its Subcontractors in connection with the Works or Project shall be paid or provided with wages, benefits and hours of

work in accordance with the City's Fair Wage Policy and Fair Wage Schedule which were in effect on the date of the closing of the tender for the Contract.

#### **10. CONTINGENCY ALLOWANCE**

- (1) Any contingency allowance specified in any of the Contract Documents, a Council resolution with respect to the Contract, or elsewhere, shall be deemed to be solely a budgetary authorization by the City. The Contractor shall have no right to draw on any such contingency allowance for payment unless specifically authorized to do so by way of Change Order.
- (2) The Total Contract Price includes the contingency allowance, if any, stated in the Contract Documents. Expenditures under the contingency allowance shall be authorized and valued as provided in the Supplementary General Conditions or Special Provisions.

#### **11. INSPECTION OF BOOKS, PAYROLLS, ACCOUNTS AND RECORDS**

- (1) The Contractor shall maintain and keep sufficient complete and accurate books, payrolls, accounts and records relating to the work or any extensions or additions thereto or claims arising therefrom, to permit the verification and audit thereof, and it shall have no claim for payment of any nature and kind whatsoever therefore, unless such books, payrolls, accounts and records have been so maintained and kept.
- (2) The City Treasurer or their authorized delegate may inspect and audit the books, payrolls, accounts and records of the Contractor at any time during the period of the Contract and at any time thereafter as deemed necessary by the City, and the Contractor shall supply certified copies of payrolls and any other records required, whenever requested by the City after the aforesaid inspection and audit has been made.
- (3) The Contractor shall preserve all original records pertaining in any way to the work of the Contract, or any extensions or additions thereto or claims arising therefrom, for a period of 12 months after the expiration of the maintenance period, and the Contractor shall require that all Subcontractors employed by them preserve all original records pertaining in any way to the work of the Contract or any extensions or additions thereto or claims arising therefrom for a similar period of time.
- (4) The Contractor shall file with the City forthwith upon entering into Contract with each Subcontractor a consent and covenant of each Sub-contract under seal, by which the Sub-contractor agrees to the

provisions in this section in the same way as if the section read “Subcontractors” for “Contractor”.

#### IV. BONDING AND INSURANCE

##### 12. PERFORMANCE AND OTHER SECURITY

- (1) The Contractor shall furnish such security as the City may prescribe for,
  - (a) the performance of the contract (a performance bond, certified cheque made payable to the City of Hamilton or an irrevocable letter of credit or other performance security), and
  - (b) the payment of all necessary services and materials required to complete the Contract in a satisfactory manner (labour and material payment bond),

in such form and subject to such terms and conditions outlined in the Instructions to Bidders as the City may reasonably require including, but not limited to, the prescribed forms set out in the Construction Act.

- (2) Unless the Special Provisions otherwise direct, the Successful Bidder shall prior to the execution of the Contract Documents furnish to the City:
  - (a) a performance security securing at least:  
**50% of the yearly amount of the Total Contract Price;**  
and
  - (b) a labour and material payment bond securing at least:  
**50% of the yearly amount of the Total Contract Price.**

- (3) The performance bond, or other acceptable performance security, deposited with the City, shall be held by the City to secure the due performance of all provisions of the Contract, including, without limiting the generality of the foregoing, the payment of all Subcontractors and material suppliers with respect to the Project or Works.
- (4) The bid bond, certified cheque or irrevocable letter of credit or other bid security submitted with the Bid may be released to the Contractor upon the occurrence of the last of the following:

- (a) the deposit with the City of the certificate from the Ontario Workplace and Insurance Board required under the Instructions to Bidders;
  - (b) the deposit with the City of the Contractor's performance bond, labour and material payment bond or other acceptable contract security, together with all stipulated insurance certificates, policies, or requirements as stipulated in the Instructions to Bidders, Special Provisions, Tender Form or any Addenda;
  - (c) the delivery of a duly executed Contract in a form satisfactory to the City for the performance of the Works;
  - (d) the commencement of work in accordance with the Notice to Proceed (or purchase order) with respect to the Contract.
- (5) Any performance bond, irrevocable letter of credit or other performance related security shall be deemed to include, without limiting the normal scope of the coverage thereby afforded, each of the following:
- (a) the faithful performance of the Contract by the Contractor including repayment and indemnification obligations arising under the Contract, and any damages arising as a result of any default, delay, neglect or wrongful act of the Contractor;
  - (b) payment of any additional architectural, engineering and legal fees and expenses incurred by the City should the Contractor default the Contract;
  - (c) payment of all additional expenses incurred by the City for security services, additional light, heat, power and protection of the Work against damages due to weather during the period following from the time of default under the original Contract until commencement of a new contract for the completion of the Work;
  - (d) payment of any additional Goods and Services Tax and Provincial Sales Tax or other applicable sales or value added tax, including any increased, further or new tax taking effect during any period of delay resulting from the default of the original Contract.
- (6) Any labour and material payment bond shall be deemed to include, without limiting the normal scope of the coverage thereby afforded, each of the following:
- (a) payment for all labour and materials furnished to the site, including equipment rental and architectural, engineering, legal



and other professional fees and expenses, whether or not relating to work of a nature sufficient to give rise to a lien under the Construction Act; and

- (b) payment of an allowance for any Goods and Services Tax, Provincial Sales Tax, or other such tax owing to a claimant.

### **13. INSURANCE**

The Contractor shall obtain and maintain at its own expense, including the cost of any applicable deductible, all insurance required under the Instructions to Bidders as modified by the Special Provisions, the Supplementary General Conditions and any Addendum.

### **14. INDEMNIFICATION**

The rights to indemnity provided for in the Instructions to Bidders, Special Provisions, the Supplementary General Conditions and any Addendum shall survive the expiration or any termination of this Contract, and shall prevail where inconsistent with any other provision in any of the Contract Documents.

### **15. CONTRACTOR'S RESPONSIBILITY FOR LOSSES AND DAMAGES**

- (1) The Contractor shall itself, and shall cause its agents and all workers and persons employed by them, or under its control, or employed by, or under the control of sub-contractors, to use due care that no persons or property is injured, and the Contractor shall be solely responsible for all damages by whomsoever claimed in respect of any such injury.
- (2) The Contractor shall at its own expense make such temporary arrangements as may be necessary to ensure the avoidance of any such damages or injury and to prevent the interruption of or danger to the traffic on any railway or any public or private road.
- (3) All loss or damage occasioned to the work or arising out of the nature of the work to be done, or from the normal action of the elements or from any reasonably foreseeable circumstances in the prosecution of the same, or from any normal obstruction of difficulties which may be encountered in the prosecution of the work having regard to the nature thereof, shall be sustained and borne by the Contractor at its own expense, and all material required to replace any defective or rejected work, or to restore any failure shall be at the expense of the Contractor.

## V. CARRYING OUT THE PROJECT

### 16. NOTICES BY THE CONTRACTOR AND OBSERVANCE OF LAWS, STATUTES AND REGULATIONS

- (1) The Contractor shall give notice of the date of commencement of the work to the City and to any department or agency of the Provincial or Federal Government and to any person, partnership or corporation that may be affected by the work (including any blasting operations are carried out, or any demolition or excavating is undertaken), at least one week in advance of such date.
- (2) The Contractor shall obtain, at its own expense, all licenses or permits required by by-law or statutes and regulations made thereunder, except for the Building Permit, which for this Project has already been applied for and paid by the City.
- (3) The Contractor shall give reasonable notice to any department or agency of the Provincial, Federal or Municipal government agency or board, and to any person, partnership or corporation, including a municipal corporation and any board or commission whose consent, prior approval or order is required for the work to proceed, or which is entitled to prohibit or suspend the continuation of work, in sufficient time so that work may proceed in an orderly and continuous manner.
- (4) In the case of accidental damage to, or interference with any utilities, pole lines, pipe lines, soil-tile or other public or other privately owned works, the Contractor shall immediately notify the Owner of the location and details of such damage or interference.
- (5) The Contractor shall post prominently and maintain on the Site of the work and wherever else the Consultant may require, legible copies of any notice, schedule or other information that it is required to post under this Contract or any statute, regulation, by-law or agreement.
- (6) In carrying out the Work and otherwise in performing the Contract, the Contractor shall comply with all applicable statutes, law, by-laws, regulations, ordinances, notices, notices and orders of the Federal, Provincial or municipal government from time to time in effect during the currency of this Contract, and where the attention of the Contractor is called to any violation thereof by the City or Consultant, the Contractor shall immediately desist from and remedy that violation. Further, the Contractor shall, at all times that the Contract is in effect and upon request of the City or Consultant, provide proof of compliance satisfactory to the City or Consultant, at the Contractor's own cost.

## **17. ASSIGNMENT AND SUB-LETTING**

Neither the use of one or more Subcontractors to carry out part of the Works, nor the assignment of the whole or any part of this Contract or the Work to be done under it shall relieve the Contractor of its obligations and liability to the City.

## **18. SAFE-GUARDING EXISTING STRUCTURES**

The Contractor shall, at its own cost and expense, shore up or otherwise securely support or protect any buildings, walls, fences, pavement, boulevards or other structures on the Site and on the adjoining Sites, which may be endangered or which may cause injury during the work, and in case of damage, disturbance or injuries to any such structures during and attributable whether directly or indirectly to any work under this Contract or to any extra work entering into this Contract, the Contractor shall at its own expense and cost repair, rebuild or otherwise make good all damage, injuries or disturbance to said structures and put all such structures in condition the same as or equal to that existing previous to its beginning that work.

## **19. OBSTRUCTIONS, UTILITIES, SEWERS AND ROAD WORK, ETC.**

- (1) Except as otherwise provided in this section, the Contractor assumes all the risks and responsibilities arising out of any obstruction on or under the road allowance and any traffic conditions caused by such obstruction including traffic conditions on any highway or road giving access to the Contract area and they shall not make any claim against the City for any loss, damage or expense occasioned thereby.
- (2) Before commencing work, the Contractor shall notify all owners of utilities, pipes, structures or other objects, sewers and water mains excepted, either under on or above the surface within or adjacent to the work area, and request accurate field location.
- (3) Work on the road allowance shall be carried out only by subcontractors bonded to the satisfaction of the City.
- (4) All work on the road allowance shall be to the City Standards.
- (5) The Contractor shall contact all utilities (gas, hydro, telephone, waterworks, etc.) and obtain information regarding presence and exact location and depth of all lines and appurtenances, and shall assume the responsibility for all lines and liability for damages to surface, overhead or underground utilities.
- (6) In the course of construction operations which entail the use of mechanical excavating equipment, should the Contractor find it necessary to work around or near any gas pipe line it shall, except in an emergency situation, or other circumstances as determined by the

Consultant, notify each relevant Utility Company, of its intentions, at least twenty-four hours prior to commencement of excavating operations.

- (7) The Contractor shall provide adequate notifications to the owners of other underground installations, of its intentions to excavate in the vicinity of their installation.
- (8) The Contractor shall not commence excavating operations in the vicinity of obstructions or utilities until they have been satisfactorily relocated or such other provisions have been made for their continuing function, as may be required by the Consultant, after consultation with any authority having jurisdiction over the affected utilities.
- (9) The Contractor shall have no claim, other than a possible extension of time to complete the Contract, for delays caused by the relocation of any utility.
- (10) Should any utility or structure, within the limits of the Contract and interfering with the laying of the sewer or water main, be unexpectedly encountered, the Contractor shall immediately notify the Consultant in writing, giving the location and conditions, but that point may be passed over until satisfactory arrangements are made without any claim for damage or extra compensation arising from the delay, the Contractor being allowed an extension of time as provided.
- (11) The Contractor shall remove, without extra remuneration, all boulders, stones, rocks, stumps, roots, trees, walls or other obstructions found on the Site, whether on the surface or below existing grades, and to fill all cavities, person-made or natural.
- (12) Any obstructions or items of organic nature discovered below-ground, if located under the proposed building, including patios, or under any proposed pavement, shall be removed down to solid soil in accordance with the soil report, and if located under proposed landscaping must be removed to a depth not less than 24 inches below new finished grade.
- (13) Any inorganic obstructions or items, whether person-made or natural, (stone, solid concrete structures, masonry walls, etc.), if located under the landscaping, must be removed to a depth of not less than 18" below new finished grade.
- (14) Inconvenience to all owners whose properties abut on the proposed Project or Works shall be kept to a minimum by the Contractor, wherever and whenever it is in its power to do so.
- (15) Existing lawns or other landscaped street appurtenances, if any, damaged or otherwise disturbed in the course of work, shall receive a minimum of 6 inches of approved topsoil before re-sodding.

- (16) At the Contractor's expense, any topsoil removed in connection with the Work shall be replaced either with the topsoil previously removed from the Site and stockpiled, or approved imported material.
- (17) When lawns have been cut or otherwise damaged, the Contractor shall, in addition to top-soiling, replace all sod with Number 1 Nursery Sod of a quality equal to, or better than that which existed before commencing work, and shall maintain and water the sod until such time as it is thoroughly established.

**20. PROVISION FOR TRAFFIC, CONSTRUCTION AND MAINTENANCE OF DETOURS AND ROADWAY**

- (1) The Contractor shall at all times carry on the work in a manner that will create the least interference with traffic consistent with the faithful performance of the work.
- (2) The Contractor shall not close the road or provide any detour except with the prior written approval of the City, and the Contractor shall notify the City's Public Works Department forthwith of any anticipated requirement for the closure of any road or a detour.
- (3) The Contractor, at its own expense, shall at all times provide for the safe passage and control of traffic by supplying, placing, maintaining, change and removing such barricades, signs, flags, lights, and flag holders, as are required for the proper notification and protection of the public approaching or passing through any part of the contract area and all signs so used shall be in accordance with the City's Manual on Street Barricading Procedures.
- (4) Where, with the approval of the City, the road is closed, partially or fully and the traffic is diverted partially or entirely off the road allowance to any other public roads, the Contractor
  - (a) shall, at its own expense, apply for permit, obtain the required approvals, and supply and erect barricades, lights and such other protection as may reasonably be required by the Consultant at all points where traffic might enter on that portion of the road so closed to traffic;
  - (b) supply guards to protect the barricades and direct traffic at each end of the portion or portions of the highway closed to traffic and shall cause a signaller or signal device to be installed or on duty at each end of such closed portions for 24 hours of every day of closure, and the cost of supplying these signallers or signal devices shall be borne by the Contractor and be deemed to be included in the Total Contract Price;

but the City may erect signs and lights and maintain such approved detours over other public roads which may be used during the said closure of the road.

- (5) The Contractor will not be required to maintain any existing public road within the limits of the Contract until such time as they have commenced operation on the said road. Once the Contractor has commenced operations, they shall maintain at all times the existing road or any roadside detour unless otherwise specifically provided.
- (6) The Contractor shall at its own expense and prior to the acceptance of the work, rectify to the satisfaction of the Consultant, any defacement of the road allowance due to the construction and maintenance of detours.
- (7) If, at any time, the Contractor fails to provide for the safe passage and control of traffic on any existing road or detour for which, under these General Conditions they are responsible, and if the Contractor fails to correct forthwith such an unsatisfactory condition upon being so directed in writing, the City may immediately correct the unsatisfactory condition and take such other action as they deem necessary for the safe passage and control of traffic.
- (8) The City may deduct from any moneys due or to become due to the Contractor, on any account, any cost or expense incurred by the City under this section.
- (9) No act or failure to act on the part of the City or the Consultant under this section shall relieve the Contractor from its responsibilities under the Contract.

## **21. TEMPORARY UTILITIES AND UTILITY DISRUPTION**

- (1) The Contractor must give the City at least one week written notice to any utility interruptions throughout the course of construction.
- (2) All disruption to the operation of the building on site must be coordinated with and approved by the City.
- (3) The Contractor shall not operate any hydrants.
- (4) All materials and arrangements of valves and piping required to provide temporary use by the Contractor shall be in accordance with the City's requirements to prevent freezing and contamination of service water main.
- (5) All arrangements and costs for the above shall be paid by the Contractor.

- (6) The Contractor may arrange with the City Maintenance Section, for a water service or services to be installed at the Contractor's expense from an existing water main near the Site or Sites of his work operations.
- (7) The Contractor shall ensure that
  - (a) wastage of water is minimized;
  - (b) water shall not be left running when not in use.
- (8) The Contractor shall take all necessary measures and precautions to prevent any icy conditions on Sidewalk and Roadway developing as a result of use of water from the above service.
- (9) Any repairs to service or water mains made necessary as a consequence of damage due to the Contractor's operations, shall be made by City forces at the Contractor's expense.
- (10) The Contractor shall make all necessary arrangements, and pay for, to provide themselves with an adequate supply of power to operate its equipment and to provide for lighting, etc.
- (11) When the Contractor's need of temporary services terminates, they shall make proper arrangements for their discontinuance.

## **22. TEMPORARY ACCESS**

The Contractor shall provide safe temporary roads, street approaches, walks, ramps, stairs and other means of access to the Site of work as required or ordered by the Municipal authorities, if and as applicable.

## **23. TEMPORARY STRUCTURES, ETC.**

- (1) The Contractor shall have the sole responsibility for the design, erection, operation, maintenance, and removal of temporary supports, structures, and facilities and the design and execution of construction methods required in their use.
- (2) Where the Contract Documents include designs for temporary supports, structures, and facilities or specify a method of construction in whole or in part, such facilities and methods shall be considered to be part of the design of the Work and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the Work.

## **24. SAFETY OF THE SITE**

- (1) The Contractor shall be solely responsible for construction safety at the Site and for compliance with the rules, regulations, and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- (2) The Contractor shall be responsible for keeping the work free from trespassers and for protection of Work and the public from any loss or injury from commencement to completion and acceptance of the work.

## **25. SANITARY CONVENIENCES**

Except where adequate facilities are available, the Contractor shall provide for the use of all persons on the job, adequate self-contained type washroom conveniences which meet all current applicable regulations and are satisfactory to the Consultant.

## **26. SAFETY REGULATIONS**

- (1) The Contractor and all its Subcontractors shall,
  - (a) implement all measures necessary to insure safe working conditions for all persons engaged on the work and safety to the public;
  - (b) apply only safe proven methods of construction to the works embraced in this Contract;
  - (c) carry out all welding, cutting and related operations in accordance with Canadian Standards Association standard CAN/CSA-W117.2-M87;
  - (d) obtain a "hot work permit" from the applicable maintenance department prior to the commencement of any welding operation;
  - (e) comply with all current regulations governing asbestos on construction projects and in building and repair operations, and where any suspect friable asbestos material is discovered, stop work and notify the Consultant immediately;
  - (f) comply with the safety by-laws of the City, the Employment Standards Act, Occupational Health and Safety Act and all regulations thereunder, any other legislation governing construction or workplace safety, and all instructions issued by



the Consultant or any inspector appointed by the Province or City.

- (2) The Contractor shall submit to the Consultant its corporate Health and Safety Manual, before commencing work.
- (3) Nothing in this section shall be construed as requiring the City or Consultant to monitor or approve the workplace safety practices of the Contractor, and neither the City nor the Consultant shall be liable to any person by reason of a breach by the Contractor or any Subcontractor of any applicable safety standard.

## **27. SPECIAL PROTECTION**

- (1) The Contractor shall take reasonable and required measures, including those required by authorities having jurisdiction, to protect public and those employed on work from bodily harm and to protect adjacent public and private property and City's property in work from damage.
- (2) Without limiting the generality of any other provision in this Contract, the Contractor shall:
  - (a) protect excavation, trenches and building from damage by rainwater, ground water, backing up of drains or sewers and other water, frost and other weather conditions;
  - (b) provide sheeting, piling, shoring, pumps, equipment, temporary drainage and enclosures if and as required. Provide necessary pumps, including spare pump, for keeping project free of water throughout construction period;
  - (c) provide fences, hoarding, guard rails, barriers, night lights and pavement protection as required for protection of public and of public and private property and constructed in accordance with and as required by law and by authorities having jurisdiction;
  - (d) erect sturdy railings around shafts, stairwells and the like to protect workmen, supervisory personnel and public from injury;
  - (e) provide and maintain guard lights at barricades, railings, obstructions in roads or sidewalks;
  - (f) maintain all fire exits from the Site;
  - (g) properly secure the Job Site at night, on Saturdays and Sundays, on statutory holidays and other times when the work is not in progress;

- (h) protect and guard all materials and tools stored on Site;
  - (i) provide and maintain in working order, suitable Underwriters' labelled fire extinguishers and locate in prominent positions to approval of authorities having jurisdiction.
- (3) The Contractor shall make full restitution for such harm and damage resulting from failure to take adequate protective measures, and shall make good damage to work from whatever cause.
- (4) The Contractor shall not burn any debris on the Site.

## **28. UNEXPECTED CONDITIONS**

- (1) Where the City or the Contractor discover conditions at the Site which are:
- (a) subsurface or otherwise concealed physical conditions which existed before the commencement of the Work which differ materially from those indicated in the Contract Documents; or
  - (b) physical conditions of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents;

then the observing party shall notify the other party in writing before conditions are disturbed and in no event later than 5 Business Days after first observance of the conditions.

- (2) The Consultant shall promptly investigate any conditions identified under subsection (1) and make a finding as to whether the conditions differ materially and so as to an increase or decrease in the Contractor's cost or time to perform the Work. Where such a determination of materiality is made the Consultant, subject the City's approval, shall issue an appropriate Change Order.
- (3) Where the Consultant finds that the conditions at the Site are not materially different or that no change in the Total Contract Price or the Contract Time is justified, the Consultant shall report the reasons for this finding to the City and the Contractor in writing.

## **29. ENVIRONMENTAL CONDITIONS, ETC.**

- (1) For the purposes of the Environmental Protection Act and all other applicable environmental legislation, the City shall be deemed to have

control and management of the Site with respect to all conditions pre-existing the date on which the Work commenced.

- (2) Prior to the Contractor commencing the Work, the City shall
  - (a) take all reasonable steps to determine whether any toxic or hazardous substances or materials are present at the Site, and
  - (b) provide the Consultant and the Contractor with a written list of any such substances and materials.
- (3) The parties shall each take all reasonable steps to ensure that no person suffers injury, sickness, or death and that no property is injured or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances or materials which either were at the Site prior to the commencement of the Work, or which are brought onto that Site thereafter.
- (4) Unless the Contract expressly provides otherwise, the City shall be responsible for taking all necessary steps, in accordance with legal requirements, to dispose of, store or otherwise render harmless toxic or hazardous substances or materials that were present at the Site prior to the Contractor commencing the Work. Where the City notifies the Contractor that such materials are or may be on the Site, the Contractor shall use reasonable care to avoid spilling or otherwise disturbing them.
- (5) Where the Contractor
  - (a) encounters toxic or hazardous substances or materials at the Site, or
  - (b) has reasonable grounds to believe that toxic or hazardous substances or materials are present at the Site which were not disclosed by the City, as required under this section, or which were disclosed but have not been dealt with appropriately,

the Contractor shall take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness, or death and that no property is injured or destroyed as a result of exposure to or the presence of the substances or materials, and immediately report the circumstances to the Consultant and the City in writing. Where there is a delay by reason of so doing, the Contractor shall be entitled to its reasonable costs incurred by reason of that delay.

- (6) The Contractor shall indemnify and hold harmless the City, its Consultant, and their agents and employees, from and against claims, demands, losses, costs, damage, actions, suits, or proceedings arising out of or resulting from exposure to, or the presence of, toxic or

hazardous substances or materials which were brought onto or made at the Site after the Contractor commenced the Work. This obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity set out in the Contract Documents.

### **30. GENERAL RESPONSIBILITY OF CONTRACTOR**

The Contractor shall be responsible for the proper performance of the Work to the extent that the design and Contract Documents permit such performance.

### **31. WARRANTIES TO BE ASSIGNED**

The Contractor shall obtain and assign to the City all Product warranties offered by the manufacturer or distributor thereof. These Product warranties shall be deemed to have been issued by the manufacturer or distributor and acquired by the Contractor for the exclusive benefit of the City.

### **32. GENERAL COMPETENCE AND GOOD BEHAVIOUR**

At the request of the City or Consultant, the Contractor shall remove from the Site any person (whether employed on the Work or not) who, in the opinion of the City or Consultant, is incompetent, intoxicated or otherwise impaired, or who is conducting himself (or herself) improperly, and the Contractor shall not permit any such person to remain on the Site nor to return to the Site without the written approval of the City or Consultant as the case may be.

### **33. CONSTRUCTION NOISE**

- (1) The noise levels of construction equipment operating in built-up areas shall not exceed the values stated in the appropriate table. Noise levels will be measured in dbA units, using a sound level meter which meets the British Standard No. 3539, Part 1, or the U.S.A. Standard, S1 4-1961, when such a meter is set on the A - weighting network and the fast response. Measurements will be taken outside of the window of the nearest room of a building normally used as a place of residence, employment or business, and which is closest to the Site boundary. The use of chain and other types of power-saw on the Site shall be limited to hours of the day when noise from this source will produce no complaints from the residents living in the vicinity.

- (a) area of industrial or commercial use properties:

<b>total duration of noise in any calendar day</b>	<b>Greater than 2 hours</b>	<b>one to two hours</b>	<b>under one hour</b>
dbA day time L10	85	90	95
dbA day time L50	80	85	90
dbA night time L10	75	80	80
dbA night time L50	70	75	75

(b) area of residential use properties:

<b>Total duration of noise in any calendar day</b>	<b>Greater than 2 hours</b>	<b>one to two hours</b>	<b>under one hour</b>
dbA day time L10	70	75	80
dbA day time L50	65	70	75
dbA night time L10	55	60	65
dbA night time L50	50	55	60

where:

- (i) "L10" is the sound pressure level in decibels which is exceeded 10% of the time;
  - (ii) "L50" is the sound pressure level in decibels which is exceeded 50% of the time;
  - (iii) "Night time" means the period between 10:00 PM in the evening of a day and 7:00 AM of the following day.
- (2) The Contractor shall at all times adhere to City Noise By-law #79-292 and as amended, and shall cause its Subcontractors to do the same.

- (3) The internal combustion engines or cranes, back hoes and other mobile equipment used on the Site shall have installed on their exhaust systems an efficient working muffler capable of reducing noise generated to levels given in the appropriate table.
- (4) High pressure air compressors employed on the project shall be fitted with a muffler system manufactured such that it shall be capable of reducing the noise generated from this type of equipment to levels given in the appropriate table.
- (5) Low pressure air compressors used in built up areas shall be fitted with mufflers and if necessary housed in a noise absorbing structure designed to reduce noise levels to those given in the appropriate table.

#### **34. TRANSPORTING MATERIALS ON STREETS**

- (1) The Contractor shall, if so directed by the Consultant or the City, provide "tight trucks", approved by the Consultant or City as the case may be, to haul soft or wet material over the streets, in order to prevent litter on the streets.
- (2) In all cases where any materials are dropped from the trucks of the Contractor, it shall clean up the same as often when directed by the City or the Consultant, and The Contractor shall also keep all sidewalks clean and free from dirt and mud as required in the interests of safety or as so directed. The Contractor's costs in connection therewith shall be deemed to be included in the Total Contract Price.
- (3) If the Contractor refuses or neglects to clean up said litter when ordered to do so by the Consultant or any authorized officer of the City for that purpose, the City shall do the necessary cleaning up and the cost of same shall be deducted from moneys due to the Contractor.
- (4) All construction and demolition materials shall be transported in accordance with the City Licensing By-law 79-323 including all amendments.

#### **35. USE OF EXPLOSIVES AND SAFETY MEASURES**

- (1) The Contractor shall comply with all laws respecting the handling, storage and use of explosives, and with all directions given by the Fire Department or Police with respect thereto. It shall be the responsibility of the Contractor to confirm whether or not blasting may lawfully be carried out on the Site.
- (2) In addition, to any other precaution that may be necessary, the Contractor shall, immediately prior to a blast, clear the blasting area of

all residents, vehicular and pedestrian traffic, and shall post flag persons on each road entering the blasting area, who shall stop all traffic and shall prevent such traffic from entering the area until the blast has taken place.

- (3) The Contractor shall provide and use a siren or whistle to warn the public and the workers that a blast is to be set off and to indicate the "all clear" after the blast has taken place. Four short soundings of the siren or whistle, two minutes before detonation of a blast shall be used for warning and for protection, and one long, ten to fifteen second sounding of the siren or whistle shall be used to give the "all clear".
- (4) Despite any direction of the Consultant in regard to explosives, drilling or methods of blasting used, the Contractor shall take all precautions necessary to ensure that the persons are not injured and that property and structures, including public utilities are not damaged.
- (5) Without limiting the generality of this section the Contractor shall be responsible for all claims whatsoever arising from the hauling, handling, use of or storing of explosives and all effects direct or indirect of the blasting operation.
- (6) No payment shall be made by the City for the protective measures or for damages to persons or for damages or repairs to property, structures, or public utilities, or for any claim whatsoever arising from blasting operations.

### **36. ACCIDENTS AND FIRST AID**

The Contractor shall comply with all applicable occupational health and safety requirements in force during the time when Work is being carried out, and shall provide at the Site such equipment and medical facilities as are necessary to furnish first aid to anyone who may be injured in connection with the work.

### **37. CONTROL OF THE WORK**

- (1) The City shall review all work included herein and it shall determine the quantities, quality, acceptability and fitness of the several kinds of work and material which are to be paid for under this Contract and determine all questions relating to the said work and materials and the construction thereof. The City may seek the opinion of the Consultant or other experts when carrying out this review.
- (2) The City shall in all cases be the authority on all questions which may arise in respect to the Contract, including but not so as to limit the generality of the foregoing, all claims by the Contractor and all questions relating to the execution and progress of the work, the

supplying of materials and interpretation of the documents comprising the contract, provided that the interpretation of the Contract documents shall be done in consultation with the City's Legal Services Division.

- (3) The City may stop the progress of work or any part or parts thereof in an emergency, or whenever in its opinion such stoppage may be necessary to ensure the safety of life, or of the structure, or of the neighbouring property, or whenever in their opinion the work or any part or parts thereof is being carried out in an unsatisfactory manner, and the City shall not be responsible for any loss, expense, costs, charges, damages, indemnities and/or liability which may be sustained, paid or incurred by the Contractor, any other contractor or contractors, any Sub-contractor, or Sub-contractors, or any other person or persons, by reason of such order to stop by the City.
- (4) Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the Contract, within five Business Days after the issuance of a written notice to that effect from the City to the Contractor, the City may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, or the City may give the Contractor written notice of terminating the Contract, in either case without prejudice to any other right or remedy the City may have.

### **38. DRAINAGE AND DE-WATERING**

- (1) Ditches, culverts and gutters shall be kept open at all times.
- (2) No flow of water shall be directed across or over pavements except through pipes or properly constructed troughs.
- (3) The Contractor shall keep all portions of its work properly and efficiently drained during construction and until completion, and will be held responsible for all disturbances, dirt and damage which may be caused by or result from water backing up or flowing over, through, from or along any part of the work, or which any of their operations may cause to flow elsewhere.
- (4) All trenches and other excavations shall be kept free of water at all times. The Contractor shall employ adequate means to remove the water in a manner that will prevent loss of soil and maintain the stability of the excavation.
- (5) The Contractor shall provide for the disposal of such water in a manner that will not be a danger to public health, private property or to any portion of the work completed or under construction either by themselves or any other Contractor, nor cause an impediment to the use of the street by the public.



- (6) Drainage of the trench or other excavations through newly laid storm sewer pipe will be allowed only with the express permission of the City.
- (7) When drainage is directed to existing catch basins, the catch basins must be regularly inspected and cleaned of debris and settlement by the Contractor.
- (8) The Contractor shall not hold the City, or Other Contractors liable for leakage encountered by them in their work from existing sewers, water mains or drains, or from other sewers or drains under construction.

### **39. CLEAN-UP**

- (1) The Contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products, debris, sand, dirt, ice, mud and snow, other than that caused by the City, other contractors or their employees.
- (2) The Contractor shall remove waste products and debris (unless resulting from the work of the City, its other contractors or their employees), and shall leave the Work clean and suitable for occupancy by the City. The Contractor shall remove products, tools, construction machinery, and equipment not required for the performance of the remaining work.
- (3) Prior to application for the final certificate for payment, the Contractor shall remove products, tools, construction machinery and equipment, and waste products and debris, unless resulting from the work of the City, other contractors or their employees.
- (4) The value of the work performed under a cash allowance is eligible to be included in progress payments. The Contractor and the Consultant shall jointly prepare a schedule that shows when the Consultant and City must authorize ordering of items called for under cash allowances to avoid delaying the progress of the Work.

### **40. REPLACEMENT OF CURBS AND SIDEWALKS**

- (1) Before the start of any construction, the Contractor and the Consultant shall jointly inspect all existing sidewalks, curbs and boulevards bordering the Site.
- (2) At the end of the work, the contractor shall replace any and all sidewalks, curbs and boulevards damaged by any works or action under this Contract.

- (3) Any existing deterioration and defects shall be marked and annotated on a copy of the Site Plan which shall be counter-signed by the Contractor and the Consultant, with a photocopy of same filed with the Contractor.
- (4) It shall be the duty of the Contractor to adequately protect at its expense and in manner compatible with Public Safety, all sidewalks, curbs and boulevards against damage by rolling stock and construction equipment.
- (5) All replacement of sidewalks, curbs and boulevards shall be made in accordance with the Standard Specifications of the Department of City, and is subject to inspection and acceptance by the said Department.

#### **41. METHODS AND SEQUENCE OF WORK**

Before starting the work, the Contractor shall submit in writing to the Consultant its proposed methods and sequencing of work and shall obtain approval therefor, but such approval shall not relieve the Contractor of any of his duties and obligations under this Contract, or impose any liability to the Consultant or the City.

### **VI. SCHEDULING**

#### **42. SCHEDULING OF WORK**

- (1) The Contractor shall prepare and deliver to the Consultant within 10 days after the signing of the Contract, or receiving the Notice to Proceed (if earlier), three copies of Progress Schedules in Graph form showing the dates for the commencement and completion of each portion of the work, including the work of Sub-contractors, order/delivery dates of all special (long lead) items, dates for submission and approval of shop drawings and the completion date.
- (2) The Progress Schedule shall be up-dated at the beginning of each month.

#### **43. TIME FOR SUBSTANTIAL PERFORMANCE AND COMPLETION**

- (1) Subject to any Addendum, the occurrence of any Force Majeure, the publication of a Change Order or the written agreement by the City to the contrary, the Contractor shall,
  - (a) commence the Work by the start date specified, or within the time provided in the Contract Documents;

- (b) substantially perform the Work by the completion date specified or within the time provided in the Contract Documents; and
  - (c) finally complete the Work within a reasonable time thereafter, provided that where substantial performance has been certified by the Consultant, the Contractor shall finally complete the Work within the time allowed by the Consultant.
- (2) Where a Force Majeure occurs, the Consultant shall determine the number of days (if any) to be allowed by reason thereof for the substantial performance of the Work.
- (3) The Contractor shall prepare and submit to the City and the Consultant prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate the Work will be performed in conformity with the time provided in subsection (1).
- (4) So far as reasonably practical, where the Site is located within 100 yards of a part of the City zoned as residential, then unless otherwise directed by the City, the Contractor shall carry out all work only on Approved Construction Days as provided in this section.
- (5) For the purposes of subsection (4), the term “Approved Construction Day” means a day other than a Saturday, Sunday or statutory holiday or day of national, provincial or civic mourning.
- (6) An extension of time may be granted under this section by the Consultant where in his reasonable opinion it is appropriate in all of the circumstances to do so
  - (a) by reason of the occurrence of a Force Majeure;
  - (b) by reason of a Change Directive or Change Order;
  - (c) where the City, for any reason, directs that work be discontinued;

provided that,

- (a) an extension under clause (a) shall not entitle the Contractor to any additional payment; and
- (b) any other extension shall entitle the Contractor to additional overhead costs only to the extent that the Consultant is satisfied that such costs will increase by reason of the extension.

Any extension of time so granted shall not exceed the amount that is reasonably required. Requests for extension will be evaluated collectively, rather than on an individual Change Directive or Change Order basis, provided that the collective evaluation shall not be less frequently than at least once per quarter. There is no presumption that the time required to carry out a Change Directive or Change Order will necessarily extend the number of date for substantial performance or completion of the Work by the same length of time. Instead, the Consultant shall make an independent determination of whether an extension is required.

- (7) An extension of time under subsection (6) shall be for such time as the Consultant may prescribe as being fair and reasonable and the Consultant shall fix the terms on which the said extension may be granted.
- (8) An application for an extension of time as herein provided shall be made in writing by the Contractor to the Consultant at least 15 Business Days prior to the date of completion fixed by the Contract.
- (9) Any additional time granted for the completion of the Contract will be conditional upon the Contractor providing the City with evidence that all bonds or other securities, furnished to the City by the Contractor, have been increased and, if necessary, extended beyond the limit of the time extension.
- (10) Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the City whatsoever under this Contract and all of such rights shall continue in full force and effect after the time limited in this Contract for the completion of the work, and whenever in this Contract power and authority is given to the City or the Consultant or any person to take any action consequent upon the act, default, breach, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or Contract, or any portion thereof, such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in this Contract for the completion of the work but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by the Consultant. In the event of the Consultant granting an extension of time, time shall continued to be deemed of the essence with respect to that extension.

## **VII. SITE AND WORK SUPERVISION. CONSULTANTS AND INSPECTION**

#### **44. SHOP DRAWING AND SPECIFIC WORKING DRAWINGS**

- (1) The Contractor shall submit to the Consultant, for review,
  - (a) all shop drawings which are required for any part of the finished work; and
  - (b) working drawings for any false-work, forms or other incidental details of construction required in the construction but not required as part of the finished work, prepared at the Contractor's expense by the Contractor's professional engineer.
- (2) It is expressly agreed that the provision of Drawing and Details and the review of shop drawings by the Consultant, shall not relieve the Contractor from any responsibility for the adequacy or soundness of such plans, shop or working drawings or such work, or for any deviation from the plans, shop drawing, working drawings, or specifications.
- (3) Shop Drawings shall be prepared by all the Subcontractors listed on the Form of Tender or as indicated in the Contract Documents. Electronic copies of all drawings shall be provided as well as hard copy. They shall be submitted for the Consultant's review through the Contractor only. It shall be the responsibility of the Contractor to advise all its Subcontractor that the Shop Drawings must be timely prepared and submitted for processing by the Consultant, only in the form stipulated, and the Consultant may refuse to accept submissions in any other form regardless of alleged urgency.

#### **45. INSPECTOR'S AUTHORITY**

- (1) The Project Manager, Clerk of Works, if any appointed, the City's authorized representative and the Inspectors of the independent Inspection/Testing Companies appointed by the City (herein described as "Inspectors"), shall see that the provisions of the specifications are faithfully adhered to especially as regards to quality of workmanship and materials. Work done in the absence of the Inspector, if explicitly stipulated to be done with the Inspector in attendance, may be ordered to be opened up for thorough examination at the Contractor's sole expense.
- (2) Review by an Inspector shall not be taken as, or construed into, an acceptance of defective or improper work or materials, which must be removed and properly replaced whenever discovered at any stage of the work.
- (3) Directions given by Inspectors relating to the quality of material and workmanship shall be obeyed at once by the Contractor unless contradictory to the requirements of the Drawings or the Specifications.

- (4) Any orders or directions given by the Inspector, other than as herein provided for, shall not be binding upon the City.

#### **46. SUPERINTENDENT**

- (1) The Contractor shall at all times have on the Work a full-time and competent Construction Superintendent who shall be capable of reading and thoroughly understanding plans and specifications and of adequately communicating with the Consultant and its representatives and who also must be thoroughly experienced in the type of work being performed, and who shall be the recipient of all instructions from the Consultant or its authorized representatives.
- (2) The Superintendent shall have full authority to execute the orders or directions of the Consultant without delay, and to promptly provide such materials, equipment, tools, labour and incidentals as may be required. The superintendent shall be furnished irrespective of the amount of work sub-let.
- (3) The Contractor shall provide the Consultant with the telephone and the address of its representative, (or representatives), who could be contacted on matters relating to this Contract, (e.g. urgent messages or emergencies), and who shall be available within reasonable notice, 24 hours a day, 7 days a week, on matters relating to this Contract.
- (4) Immediately before the actual start of construction, the Contractor shall assign to this project a competent Construction Superintendent who shall be well qualified and experienced in all phases of construction.
- (5) The Superintendent, if satisfactory to the Consultant shall be appointed for the duration of the project and shall not be removed or transferred until the acceptance of the completed Project, without the Consultant's consent and then only for a valid reason.
- (6) No work of any kind, whether General Contracting or sub-trade work, shall be carried out during prolonged absence of the Superintendent or of his or her qualified temporary stand-in.
- (7) The Contractor shall cause each Subcontractor at all time while its work is being carried out, to have a fully competent supervisor on the job Site who is thoroughly familiar with all aspects of the Project for which that Subcontractor is responsible.
- (8) So far as possible, a Superintendent shall not be employed in any other capacity on the Site. Where it is necessary to employ a Superintendent in some other capacity, the Consultant shall approve the extent to which a labour time charge may be claimed by the

Contractor or a Subcontractor in respect of that Superintendent, so as to prevent double billing for the same time worked.

#### **47. MODIFICATIONS OF METHODS AND EQUIPMENT**

The Contractor shall make such alterations in its method, equipment and working forces, as the Consultant in writing directs, if at any time the method or equipment or working force are found by the Consultant to be unsafe or inadequate to ensure the protection, safety, or quality of the work or to ensure rate of progress sufficient in the opinion of the Consultant to complete the work within the time limited therefore under the Contract, but notwithstanding the foregoing, the onus is on the Contractor to ensure that such required safety protection, progress and quality of the work is maintained.

#### **48. DEFECTIVE WORK AND MATERIALS**

- (1) Except as expressly authorized in the Contract for Works, these General Conditions, the Supplemental General Conditions a Change Directive or a Change Order, neither the Consultant nor an Inspector has any authority to waive the requirements of any specification.
- (2) The Contractor shall correct or replace any defective work or material supplied by it, at its own expense, upon the direction of the Consultant.
- (3) Where the Contractor refuses or neglects to remove any defective work or material supplied by them in accordance with a written notice by the Consultant, such work or material may be removed by order of the Consultant at the Contractor's expense, and in addition to any other remedies available to the City to recover the cost and expense of such removal the City may deduct the cost and expense of such removal from any moneys due to or to become due to the Contractor on any account.

#### **49. GOOD FAITH**

- (1) Neither party to the Contract shall take advantage of any obvious errors or omissions in the plans and specifications and the Consultant shall be permitted to make such corrections and interpretations as may be necessary for correction of such obvious errors or omissions and as necessary for fulfillment of the intent of the drawings and specifications.
- (2) Any work or material not shown or specified explicitly but which may be fairly implied as included in this Contract or which is required by Codes, Good Practice and/or Finished Appearance, shall be done or furnished by the Contractor as if such had been explicitly shown or Specified.

- (3) The parties shall exercise their respective rights and perform their respective obligations in good faith and with reasonable dispatch.

#### **50. LINES, GRADES AND SURVEY MARKERS**

- (1) The Contractor shall employ, at its own expense, an Ontario Land Surveyor who will set such stakes as are necessary to mark properly the general location, alignment, elevation and grade of the work.
- (2) The Contractor shall assume full responsibility for layout, dimensions and elevations measured from the lines, grades and elevations so established. Should the work deviate from the intended dimensions, the Contractor shall immediately advise the Consultant.
- (3) All stakes, marks, and reference points shall be carefully preserved by the Contractor, and in the case of their destruction or removal by them, their agents or their employees, such stakes, marks and reference points shall be replaced by the Ontario Land Surveyor at the Contractor's expense.

#### **51. SITE ORGANIZATION AND SAFETY**

- (1) Before commencing any work on the Site, the Contractor, the Consultant and the City's representative shall meet on the Site and establish route and routine for material deliveries, material storage location, Construction Office location and all other aspects of execution of all Work.
- (2) The Contractor shall erect and maintain during construction a dependable temporary fence around the construction Site, barricades and warning lights around all excavations, etc., and the Consultant may give reasonable directions to the Contractor as to the type and extent of the fence, barriers and warning lights needed.
- (3) Protect all landscaping and planting stock at location where, or near to where, work is to be carried out and repair (replace) all damage to same or any other Owner's property if resulting from any phase of work under the Contract including transport and storage of materials.
- (4) After completion of construction, the Contractor shall thoroughly clean and restore to original condition indicated on the Site record photographs all parts of the Site (except where new work has been required) affected by work under this Contract, including all parts or areas used for material storage and trucking.
- (5) Prior to commencement of any work on the Site, the Contractor shall have taken, pay for and submit to the Consultant at least two (2) sets of professional-quality (24 pictures 4"x6" standard quality).



- (6) Record Photographs of the Site, taken from two sides and from sufficient height to clearly show the construction Site in its condition prior to start of any work.
- (7) After the start of construction, around the beginning of each and every calendar month (regardless of the progress of work) and until completion of the project, the Contractor shall have taken and paid for and shall file with the Consultant not less than two photographs, in duplicate, of the size and type noted under subsection (5) and indicating the date when taken, showing the monthly progress of the project.

## **52. THE CONSULTANT**

- (1) Except as provided in the Special Provisions, Supplementary General Conditions or in an Addendum, the Consultant shall have authority to act on behalf of the City as (but only to the extent) provided in the Contract Documents. The City may delegate any authority or discretion reserved to it under the Contract Documents to the Consultant by giving written notice to that effect to the Contractor and Consultant, and where such an authority or discretion is delegated the Contractor may rely on instructions given by the Consultant that are fairly within the scope of that delegated authority or discretion as if they were given by the City itself. Except in the case of such delegation, the duties, responsibilities, and limitations of authority of the Consultant as set forth in the Contract Documents may be modified or extended only with the written consent of the City, the Contractor, and the Consultant.
- (2) Where the appointment of a Consultant is terminated, the City shall immediately appoint a substitute Consultant in the discretion of the City (unless the Contractor raises a reasonable objection to the person so appointed within 5 Business Days of being notified of that appointment). The status and authority of any substitute Consultant under the Contract Documents shall be equivalent to that of the original Consultant.
- (3) The Consultant shall
  - (a) administer the Contract as described in the Contract Documents.
  - (b) visit the Site regularly and at intervals appropriate to the progress of construction so as to become and remain familiar with the progress and quality of the Work and materials being supplied, and to determine if the Work is proceeding in general conformity with the Contract Documents;
  - (c) based on applications for payment issued by the Contractor and the Consultant's observations and evaluation of the progress of

the Work and its conformity to the requirements of the Contract Documents, advise the City as to whether applications for payment ought to be accepted in whole or in part, and as to the payments to be made in respect thereof;

- (d) provide such advice to the City with respect to the Contractor's (or any Subcontractor's) performance and progress under the Contract as a reasonable and prudent professional advisor would provide to its client in the circumstances;
- (e) give routine directions to the Contractor on behalf of the City with respect to the carrying out of the Contract;
- (f) value and otherwise assess the impact of any Change Directive, Contemplated Change Notice or Site Instruction, and advise the City with respect thereto;
- (g) be, in the first instance, the interpreter of the requirements of the Contract Documents, and make findings as to the performance thereunder by both parties;
- (h) review Work as it is done and materials as they are supplied, and
  - (i) the Consultant shall have authority to reject any work which in the Consultant's opinion does not conform to the requirements of the Contract Documents; and
  - (ii) whenever the Consultant considers it necessary or advisable, the Consultant shall have authority to require inspection or testing of work, whether or not such work is fabricated, installed, or completed,

provided that neither the authority of the Consultant to so act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Consultant to the Contractor, subcontractors, or other Suppliers, or their agents, employees, or other persons performing any of the Work;

- (i) prepare Change Orders and Change Directives;
- (j) receive and review written warranties and related documents required by the Contract and provided by the Contractor and shall forward such warranties and documents to the City for the City's acceptance;
- (k) furnish supplemental instructions to the Contractor with reasonable promptness or in accordance with a schedule for

such instructions agreed to by the Consultant and the Contractor, review and take appropriate action upon such Contractor's submittals as shop drawings, product data, and samples, as provided in the Contract Documents;

- (l) determine whether the Work has been substantially performed or completed, as the case may be, as provided in the Construction Act;
  - (m) process claims, and assist in the resolution of disputes, and other matters in question relating to the performance of the Work.
- (4) The Consultant shall not be responsible for and shall not have control, charge, or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the Work in accordance with the applicable construction safety legislation, other regulations, or general construction practice. The Consultant shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Consultant shall not have control over, charge of, or be responsible for the acts or omissions of the Contractor, Subcontractors, Suppliers, or their agents, employees, or any other persons performing portions of the Work.
- (5) All certificates issued by the Consultant shall be to the best of the Consultant's knowledge, information, and belief, but by issuing a certificate, the Consultant does not guarantee the Work is correct or complete.
- (6) The City and the Consultant shall have access to the Work at all times. The Contractor shall provide sufficient, safe, and proper facilities at all times for the review of the Work by the Consultant and the inspection of the Work by authorized agents of the City including its planning, building, tax and other regulatory agencies. If parts of the Work are in preparation at locations other than the Site, the City and the Consultant shall be given access to such work whenever it is in progress.
- (7) The Contractor shall cooperate at all times with the Consultant so as to permit the Consultant to perform its responsibilities in a timely and efficient manner. The Contractor shall provide such information as the Consultant may reasonably request. If work is designated for tests, inspections, or approvals in the Contract Documents, or by the Consultant's instructions, or by law, the Contractor shall give the Consultant reasonable notice of when the work shall be ready for review and inspection. The Contractor shall arrange for and shall give the Consultant reasonable notice of the date and time of inspections by other authorities.

- (8) The Contractor shall furnish promptly to the Consultant two copies of each certificate and inspection report relating to the Work.
- (9) If the Contractor covers, or permits to be covered, work or any other thing that has been designated for special tests, inspections, or approvals before such special tests, inspections, or approvals are made, given or completed, the Contractor shall, if so directed by the Consultant, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the Contractor's expense. The Consultant may order any portion or portions of the Work to be examined to confirm that such work is in accordance with the requirements of the Contract Documents. If the work is not in accordance with the requirements of the Contract Documents, the Contractor shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the Contract Documents, the City shall pay the cost of examination and restoration.
- (10) General review and inspection by the Consultant shall not be construed to relieve the Contractor from its responsibility to carry out its own quality control and to take all other steps required to ensure compliance with the requirements of the Contract.

## **VIII. COOPERATION OF PARTIES**

### **53. RIGHT OF ENTRY**

At any time during the currency of the Contract, the City, its employees or agents, may enter the property or location for the purpose of construction or installing such collateral works as the City may desire, and the Contractor shall not interfere with or prevent the construction of such collateral works.

### **54. HINDRANCES AND DELAYS**

- (1) The Contractor shall, upon written notice from the Consultant, discontinue or delay any or all of the work when in the opinion of the Consultant it is unwise to proceed for any reason whatsoever, and the work shall not be resumed until the Consultant so directs.
- (2) When the work under this Contract is for any reason discontinued and will not be resumed until the following working season or for any extended period of time, the Contractor shall not resume the Work until so directed in writing, or agreed to by the Consultant.
- (3) Nothing in this section shall affect the right of the Contractor to be paid

- (a) a reasonable stand-by fee with respect to; or in the alternative
  - (b) its direct and non-consequential damages resulting from,  
any discontinuance or delay in the work under this section.
- (4) For greater certainty, subsection (3) does not apply to delays resulting from inclement weather or a Force Majeure, or where delays are requested by the Contractor for any reason relating to the circumstances of the Contractor or its business or affairs, or where the cause of the delay is within the reasonable control of the Contractor or any Subcontractor.

**55. CHARACTER AND CONDUCT OF EMPLOYEES**

- (1) The Contractor shall employ only orderly, experienced and competent persons to do the work and should the Consultant inform them in writing that any person or persons on the work are in the opinion of the Consultant incompetent or disorderly, such person or persons shall be discharged from the work and shall not again be employed on the work without the consent in writing of the Consultant.
- (2) The Contractor shall neither permit nor allow the introduction or use of beer or other alcohol or liquors or illegal narcotics upon the Site or about the Works.

**56. NON-DISCLOSURE AND NO COMMENT**

- (1) The Contractor shall not disclose details relating to the Contract, Works or Project to any outside person not engaged in work relating to the Contract, Works or Project, and shall restrain its employees from giving unauthorized information with respect thereto.
- (2) The Contractor shall refer all inquiries from whatever source relating to the works to be undertaken within the scope of the Contract to the City.

**57. CITY'S ACCESS TO SITE**

The City shall have the right to enter and occupy the Site in whole or in part, for the purpose of placing fittings and equipment or for other uses before the issue of the certificate of Substantial Performance where in the opinion of the Consultant such entry and occupancy will not interfere unreasonably with the Contractor's delivery of the work.

**IX. Compliance and Regulations**

## **58. BUILDING ORDINANCES**

- (1) The Contractor shall comply promptly with and conform to the requirements of all applicable statutes, by-laws, regulations, ordinances and orders, whether Federal, Provincial, Municipal or otherwise, and without in any way limiting the generality of the foregoing, including the Building Code Act and all regulations thereunder.
- (2) Should the specifications be at variance with said statutes, by-laws, regulations, ordinances and orders, the Contractor shall make such changes as may be necessary or required after same is approved by the Consultant.

## **59. PERMITS, LICENSES AND APPROVALS**

- (1) Unless otherwise expressly provided in the Contract Documents, the Contractor shall be responsible for obtaining and maintaining (at its own cost) all necessary permits, licenses and approvals relating to the Work or Project.
- (2) The Contractor shall ensure that all persons supplying services or materials to the Project or Works hold all valid and current licenses required by law with respect to the services or materials to be supplied by them respectively.

## **60. EMERGENCY MEASURES**

- (1) Despite any other provision in the Contract Documents, in cases of immediate danger to the building or to public safety, the Consultant may take such emergency measures or may cause such immediate corrective repair work to be done as it deems necessary under the circumstances and shall notify the Contractor of its action, in writing, as soon as possible.
- (2) The cost of such emergency work shall be borne by the Contractor, and the cost shall be deducted, collected or recovered by the City as provided in the contract and in the performance of contract bond.

## **X. Special Obligations**

### **61. PATENTS AND OTHER INTELLECTUAL PROPERTY**

Where the Work or Project to be carried out requires the installation or use of any patented or other protected intellectual property,

- (a) belonging to the Contractor, the Total Contract Price shall be deemed to include the grant of a perpetual license from the Contractor to the City to make use of that intellectual property;
- (b) belonging to any other person, the Contractor shall obtain and assign to the City a perpetual license from the owner thereof entitling the City to make use of that intellectual property, and the cost thereof shall be deemed to be included in the Total Contract Price.

## **62. LABOUR DISPUTES**

The Contractor shall bear the risk and responsibility of any loss, damage or expense to the work or to itself of any nature and kind whatsoever arising from strikes or labour disputes, other than disputes relating to the staff of the City.

## **63. WARRANTIES OF THE CONTRACTOR**

The Contractor expressly warrants as follows:

- (1) The Contractor
  - (a) if a corporation is a duly incorporated, organized and subsisting corporation,
  - (b) if other than a corporation, is duly registered as a business under all applicable legislation,

and as such has all requisite powers, capacities, licenses and permissions under its governing legislation and the other laws applicable to it, and under the articles of incorporation or other instrument by-laws under which it is organized, to,

- (c) carry on all businesses in which the Contractor is engaged,
- (d) enter into, exercise its rights and perform and comply with its obligations under the Contract Documents,

and that all actions, conditions and things have been done, taken or fulfilled with respect thereto, that are required by law, contract or otherwise.

- (2) The Contractor and its Subcontractors and the respective workforce of each are fully qualified to carry out the Work and perform the Contract and hold all requisite licenses, franchises and other authorization required by law with respect thereto.

- (3) The Contractor is not a party to any agreement under the terms of which the Contractor is prohibited or restricted from entering into any of the obligations assumed, liabilities imposed, or restrictions accepted by the Contractor under the Contract Documents.
- (4) To the best of the Contractor's information and belief and after making diligent inquiries,
  - (a) the information concerning the business, affairs and financial and other condition of the Contractor that are contained in all documents, memoranda, records, statements made sent or given by the Contractor to the City during the course of the negotiation of this Contract, and in its current regulatory filings, are true and accurate in all material respects; and
  - (b) the Contractor is not aware of any material facts or circumstances having a bearing upon its ability to perform its obligations under any of the Contract Documents which have not been disclosed to the City in writing.

#### **64. COVENANTS OF THE CONTRACTOR**

In addition to its other obligations under the Contract Documents, the Contractor expressly covenants as follows:

- (1) The Contractor shall carry out all work and perform all of its obligations under the Contract Documents in a good professional manner, according to the best standards of practice of the construction industry.
- (2) The Contractor shall employ properly qualified and experienced workers to carry out all work required in connection with the Contract, and shall cause its Subcontractors and their suppliers to do the same.
- (3) The Contractor shall use only new, first class materials, and shall cause its Subcontractors and their suppliers to do the same.
- (4) The Contractor shall have an adequate work force with proper equipment in good working condition, and shall have ready access to all materials, equipment and accessories required to perform its obligations under the Contract Documents, and shall cause its Subcontractors and their suppliers to do the same.
- (5) Where the Contractor is not a resident of Ontario,
  - (a) unless it has previously done so, it shall immediately after receiving the City's order to commence work, obtain from the Ontario Retail Sales Tax Branch, a certificate showing that the Contractor has registered with that Branch, and shall submit that certificate to the owner, and



- (b) it shall not commence work or order any materials or equipment for the Contract until it has registered as provided in subparagraph (a).
- (6) The Contractor shall ensure that all Subcontractors who are employed by it in connection with the performance of the Contract, and who are not resident in Ontario, are registered with the Ontario Retail Sales Tax Branch, before permitting them to commence any work under the Contract.

**65. LIENS TO BE DISCHARGED**

- (1) The Contractor shall pay punctually all amounts owing to its suppliers in respect of all services and materials supplied by them with respect to the Contract and Works, including any applicable interest, taxes, costs and other charges.
- (2) In the event that a construction lien arising from the performance of the Works is claimed, the Contractor shall, if requested, undertake the City's defence of any subsequent lawsuit commenced in respect of the lien at the Contractor's sole expense. Without limiting any of the foregoing, the Contractor shall indemnify the City for all costs (including, without limitation, legal fees on a solicitor and client basis) it may incur in connection with the claim for lien or subsequent lawsuit brought in connection with the lien, or in connection with any other claim or lawsuit brought against the City by any person that provided services or materials to the Works or Project lands which constituted a part of the Work. This subsection (2) does not apply to construction liens claimed by the Contractor.

**66. QUALITY OF MATERIAL**

- (1) All materials supplied by the Contractor shall be new and shall conform to the requirements of the specifications but in case they are not as specified, they must be approved by the Consultant in writing prior to their use in the work.
- (2) Where required by the Consultant, the Contractor shall furnish a complete written statement of the origin, composition and manufacture of all materials to be supplied by them, and shall furnish samples thereof for testing purposes, if so instructed by the Consultant.
- (3) The Consultant's approval of changed materials shall not be considered as waiver of objection to the work or materials at any subsequent time due to their failure to conform with the specifications.

- (4) The Contractor shall furnish for the Consultant's approval such material tests, mix designs and tests of items manufactured or fabricated off the job Site as the Consultant may require.

**67. CONTRACTOR'S DEFAULT AND CITY'S REMEDIES**

- (1) The provisions of this section are in addition to any other rights to which the City is entitled by law.
- (2) The following shall constitute acts or events of default by the Contractor:
  - (a) where the Contractor fails or neglects to commence or to prosecute the work diligently and at a rate of progress that in the opinion of the Consultant will ensure the entire completion of work within the time limited therefor under the Contract;
  - (b) where the Consultant determines reasonably that the Contractor has abandoned the work or failed to observe and perform any of the provisions of the Contract in determination of which the Consultant shall be the sole judge;
  - (c) where the Contractor is adjudged bankrupt or becomes insolvent, or a petition in bankruptcy is filed against the Contractor, or where the Contractor makes an assignment for the general benefit of creditors or applies for relief under the Companies Creditors Arrangement Act, or where proceedings of any type are instituted in any jurisdiction in respect of the alleged insolvency or bankruptcy of the Contractor;
  - (d) where any formal or informal proceeding for the dissolution of, liquidation of, or winding up of, the affairs of the Contractor is instituted by or against the Contractor, or where a resolution is passed or any other act undertaken for the winding up of the Contractor;
  - (e) where the Contractor ceases or threatens to cease to carry on its business, or where the Contractor makes or agrees to make a bulk sale of its Collateral;
  - (f) where a receiver, manager or trustee is appointed in respect of the business or assets of the Contractor, or any part of thereof, by a court of competent jurisdiction, or under an agreement;
  - (g) where the Contractor defaults in payment of any indebtedness or liability to a Bank or other lending institution, whether secured or not;

- (h) where the Contractor defaults in the completion of the work within the time limit under the contract or within the Consultant-extended time limit;
  - (i) where the Contractor fails or refuses to follow Drawings or Specifications or fails or refuses to remedy any unsatisfactory or defective work or to remove any unsatisfactory or condemned material when so ordered by the Consultant in writing;
  - (j) where the Contractor refuses to comply with any reasonable instruction or order by the Consultant;
  - (k) where the Contractor persists in any course in violation of any of the provisions of the Contract.
- (3) Where an act or event of default by the Contractor occurs,
- (a) the Consultant may notify the Contractor to discontinue all work under the Contract;
  - (b) the City may then employ such means as it may deem necessary to complete the work, and in such case the Contractor shall have no claim for further payment in respect of work performed but shall be chargeable with and shall remain liable for all loss, damage, expense or cost which may be suffered by the City by reason of that default by the Contractor, and if that loss, damage, expense or cost exceeds the sum which would have been payable under the Contract had it been completed by the Contractor, then the Contractor or its surety shall pay the amount of such excess to the City and such amount or any portion thereof may be deducted from any moneys due or that become due to the Contractor;
  - (c) all property, materials articles and things whatsoever, including all machinery, tools, plant and equipment, all rights, proprietary or otherwise, licensed, powers and privileges, whether relating to or affecting real or personal property, acquired, possessed or provided by the Contractor or by the City for the purpose of the work, shall be the property of the City and may be used, exercised and employed by the Contractor;
  - (d) the City may sell or otherwise dispose of at public auction, or private sale or otherwise, the whole or any portion or number of such property, materials, articles and things, at such price or prices, as it may deem fit and retain the proceeds of any sale of disposition and all other amounts then or thereafter due by the City to the Contractor on account of or in part satisfaction of any loss, damage, expense, or cost which the City may sustain or have sustained by reason aforesaid.

- (4) Where in any of the Contract Documents, an amount is specified as the liquidated damages of the City, the parties agree that the amount so specified is a reasonable estimate of the actual damages that the city is likely to incur in the event of a default on the part of the Contractor in carrying out its obligations under the Contract Documents.
- (5) Where there is a default by the Contractor under this Contract, the City may waive that default by written notice to that effect, whether given before or after the default, and where the City so waives the default, the position of the parties and the status of the Collateral, shall be as if the default had not occurred.
- (6) A waiver of a default shall not extend to, or be taken in any manner whatsoever to affect the rights of the City with respect to, any subsequent default, whether similar or not.

**68. Deviation from Contract Documents And “Good Practice”**

- (1) The Contractor shall not deviate from the Contract Drawings, Construction/Detail Drawings, Specifications or Shop Drawings without the consent of the Consultant in writing.
- (2) The Contractor shall ensure that all its Subcontractors inspect all parts, items or surfaces affecting or involving their work and inform the Contractor immediately, in writing, (copy to the Consultant), of all deviations from drawings, specifications or accepted good practice and standards involving or affecting their work, and not to proceed with their work if these deviations will influence or affect the appearance or quality of their work until they are corrected by the Contractor, but nothing herein shall alter or derogate to the responsibility of the Contractor and the Contractor shall be responsible for all work in accordance with the Contract.

**69. Trees and Shrubs**

- (1) The Contractor and all its Subcontractors shall,
  - (a) comply with the City’s Forestry By-law; and
  - (b) endeavour to adequately protect and preserve all existing trees, shrubs and other landscaping items, if any, on or neighbouring the Site and on the street (s), which do not directly interfere with location of the building on the Site.

- (2) Except where otherwise provided for in the Contract, the Contractor shall not damage or remove any trees or shrubs on the road allowance or adjoining lands unless the Consultant shall otherwise direct.

## **XI. Remedial and Integrated Work**

### **70. Defective Work, Warranty and Maintenance**

- (1) The Contractor shall promptly remove from the Site and replace or re-execute defective work that has been rejected by the Consultant as failing to conform to the Contract Documents whether or not the defective work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective products, or damage through carelessness or other act or omission of the Contractor.
- (2) The Contractor shall make good promptly other contractors' work destroyed or damaged by such removals or replacements at the Contractor's expense.
- (3) Where in the opinion of the Consultant it is not expedient to correct defective work or work not performed as provided in the Contract Documents, the City may deduct from the amount otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract Documents. If the City and the Contractor do not agree on the difference in value, they shall refer the matter to the Consultant for a determination.
- (4) The City reserves the right to award separate contracts in connection with other parts of the Project to other contractors or to perform such work with its own forces. This right shall also apply with respect to remedial and warranty work.
- (5) The Consultant need not specify minutely or in any detail everything that is required to be done by the Contractor to remedy defective or incomplete work, nor to specify by measurement the exact extent thereof, or the precise spot or location where the deficiency or incomplete work has been observed, provided an instruction, reference or description is provided that would be comprehensible to a reasonable, experienced and careful construction worker.
- (6) Where subsequent inspections or testing are required due to previously incomplete or defective work, or where it is necessary to interrupt testing or inspection due to some default by the Contractor, the cost thereof shall be borne by the Contractor and may be deducted from any amount payable by the City.

- (7) Entry onto the Site by the City, its workers or other contractors employed by the City shall not be construed to constitute acceptance of the Work and does not relieve the Contractor or its responsibilities to complete the Work.
- (8) No payment by the City under the Contract nor partial or entire use or occupancy of the Work by the City shall constitute an acceptance of any portion of the Work or Products which are not in accordance with the requirements of the Contract Documents.
- (9) The Contractor shall maintain the works and every part thereof, in perfect order and in complete repair during 24 calendar month period next following the date of the substantial performance of the Contract, and shall make good in a permanent manner, satisfactory to the City, any and all damage or injury to the works, both during their construction and during the period of maintenance, as aforesaid, and should the Contractor from any cause fail to do so, then the City at its option, may do so, and the whole costs, charges and expenses so incurred, may be deducted, or collected by the City as provided herein.
- (10) Subject to subsection (9), the decision of the City shall be final and conclusive as to the necessity of repairs or of any work done or required to be done under the provisions of this or any other clause in the Specifications, these General Conditions, the Supplementary General Conditions, the Special Provisions or an Addendum, and for the amount expended thereunder.
- (11) The Contractor's responsibility under this section shall not extend to routine cleaning or upkeep services or to damage caused by the wilful act or negligence of persons other than the Contractor or persons under the control of or associated with the Contractor, including the Contractor's employees, Sub-contractor and suppliers, but shall in all events include all defects and deficiencies in the work.

## **71. Coordination of Work**

- (1) When separate contracts are awarded for other parts of the Project, or when work is performed by the City's own forces, the City shall:
  - (a) provide for the co-ordination of the activities and work of other contractors and City's own forces with the Work of the Contract;
  - (b) assume overall responsibility for compliance with the applicable health and construction safety legislation at the Site;
  - (c) enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the Contract;

- (d) ensure that insurance coverage is provided to the same requirements as are called for in the Instructions to Bidders, and co-ordinate such insurance with the insurance coverage of the Contractor as it affects the Work; and
- (e) take all reasonable precautions to avoid labour disputes or other disputes on the Project arising from the work of other contractors or the City's own forces.

Clauses (a) to (e) shall apply with the necessary modifications where the City hires another contractor under subsection 71(4) to perform warranty or remedial work.

- (2) When separate contracts are awarded for other parts of the Project, or when work is performed by the City's own forces, the Contractor shall:
  - (a) afford the City and other contractors reasonable opportunity to introduce and store their products and use their construction machinery and equipment to execute their work;
  - (b) co-ordinate and schedule the Work with the work of other contractors and City's own forces and connect as specified or shown in the Contract Documents;
  - (c) participate with other contractors and the City in reviewing their construction schedules when directed to do so; and
  - (d) where part of the Work is affected by or depends upon for its proper execution the work of other contractors or City's own forces, promptly report to the Consultant in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work. Failure by the Contractor to so report shall invalidate any claims against the City by reason of the deficiencies in the work of other contractors or City's own forces except those deficiencies not then reasonably discoverable.

Clauses (a) to (d) shall apply with the necessary modifications where the City hires another contractor under subsection 71(4) to perform warranty or remedial work.

- (3) The Contractor shall do all cutting and remedial work required in respect of its portion of the total Project, Work or Structure to make the several parts of thereof join or otherwise come together properly. The Contractor shall co-ordinate its Work with others involved in the same or any related Project, Work or Structure to ensure that this requirement is kept to a minimum. Cutting and remedial work shall be performed by specialists familiar with the products, facilities or features affected and shall be performed in a manner to neither damage nor endanger the Project, Work or Structure.

- (4) Where a change in the Work is required as a result of the co-ordination and connection of the work of other contractors or City's own forces with the Work, the changes shall be authorized and valued as provided in the Supplementary General Conditions.

## **XII. Administrative**

### **72. Further Assurances**

The Contractor shall draw, execute and deliver at its own expense, all such instruments and documents, and do all such acts and things as the City may from time to time reasonably consider necessary or advisable for the purpose of carrying out the intent and provisions of this Contract.

### **73. Municipal Conflict of Interest**

No elected official, officer or employee of the City shall have a direct or indirect interest in this Contract, and Subcontract under this Contract, or in the Contractor.

### **74. Entire Contract, Amendments to be in Writing**

- (1) The Contract Documents (including all properly authorized Change Directives and Change Orders) constitute the entire contract between the parties. Each of the parties,
  - (a) acknowledges that it is not relying upon any representation, warranty, promise, instruction, advice or information received from the other party or from any employee or agent of the other party, except as set out in the Contract Documents;
  - (b) shall not rely at any time in the future on any representations, warranty, instruction, advice or information purportedly received from the other party or any employee or agent of the other party, except as set out in a properly authorized Change Order, Change Directive or in an amendment as provided under subsection (2).
- (2) This Contract shall not be deemed to be or construed as having been amended as a result of any oral communication between the parties or as a result of any practice of the parties, but all amendments to this Contract shall be in writing and shall be signed by both parties, provided that any such amendment may be executed in counterpart form.



## **75. Notice**

- (1) All notices and demands provided with respect to the Contract shall be in writing and shall be served (i) personally, (ii) by registered mail, return receipt requested, or (iii) by facsimile or, in the case of the notices specified below, other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender, as follows:
  - (a) to the Contractor to the person and at the address specified in its Bid submission, and in default of any such address being so specified, or where that address is known not to be correct, to the last address which the City may have for the Contract;
  - (b) to the City at the address given by the City at the commencement of the Contract.

The only notices which will be served by electronic communication are applications for progress payment, application for final payment, and notices of non-payment. All other notices and demands will be served personally, by registered mail, return receipt requested, or by facsimile.

If notice is sent by registered mail as stated above, it shall be deemed to have been received by the recipient five Business Days after date of posting. If the notice is delivered by hand to the recipient it shall be deemed to have been received by the recipient on the date of delivery. If the notice is delivered by fax or email, it shall be deemed to have been received by the recipient on the day it was sent if sent on a Business Day during regular business hours (Monday to Friday, 8:30 a.m. to 4:30 p.m.), and if not, then on the first Business Day thereafter.

Each party may change any such address by giving five days' prior written notice of such change to the other party in the manner prescribed above.

- (2) The costs to the City of sending or publishing any notice or document required by the Construction Act shall constitute damages to the City and may be retained by the City in accordance with its set-off rights.

## **76. Governing Law**

This Contract is, and all of the Contract Documents are, subject to and shall be construed in accordance with the laws of Ontario, and any action or other legal proceeding arising under this Contract or any of the other Contract Documents (including any motion or other interlocutory proceeding) may be brought in the Superior Court of Ontario sitting in Hamilton.

## **77. Severance Where Provision Illegal, etc.**

Where one or more provisions of any of the Contract Documents are found to be invalid, unenforceable or void by any court or tribunal of competent jurisdiction, the remaining terms and provisions of this Contract Documents shall be deemed to be severable from the part so found and shall remain in full force and effect, but this provision shall apply only insofar as the effect of that severance is not to change the fundamental nature of the obligations assumed respectively by each of the parties.

## **78. Relationship of the Parties**

The parties hereby confirm and declare that

- (a) they are neither partners nor in joint venture, nor is there an employment relationship between them, and nothing in the Contract Documents shall be deemed or construed to as creating any such relationship;
- (b) in no event shall either party be held liable or accountable for any debt, liability, duty or other obligation incurred by the other party or to which that other party is subject.

## **79. Ontarians With Disabilities Act, 2001 (ODA) and the Accessibility For Ontarians With Disabilities Act, 2005 (AODA)**

- (1) The Successful Bidder shall ensure that all of its employees, agents, volunteers and any Subcontractors comply with all applicable accessibility laws, regulations and by-laws, including but not limited to the Ontarians with Disabilities Act, 2001 (ODA), the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Ontario Regulation 429/07 (Accessibility Standards for Customer Service) and Ontario Regulation 191/11 (Integrated Accessibility Standards), during the term of the Contract.
- (2) Without limiting the generality of the foregoing, the Successful Bidder shall ensure that all of its employees, agents, volunteers and any Subcontractors who, as part of the Contract:
  - (a) deal with members of the public or other third parties, or
  - (b) participate in developing policies, practices and procedures governing the provision of goods or services to members of the public or other third parties,

receive training about the provision of its goods or services to persons with disabilities. The Successful Bidder shall ensure that such training

includes, without limitation, a review of the purposes of the AODA and the requirements of Ontario Regulation 429/07.

- (3) Prior to commencing Work, the Successful Bidder shall provide a Statement of Acknowledgement to the City that it has read and understands the City's AODA Customer Service Standard Handbook; that it has provided the training required by said Handbook; and that it will comply with the requirements of said Handbook and applicable accessibility laws, regulations and by-laws.
- (4) The City reserves the right to inspect the Successful Bidder's training records relating to Ontario Regulation 429/07 and Ontario Regulation 191/11, which must describe its training policy and summarize the training, including to whom the training has been given and when the training was given. The City also reserves the right to require the Successful Bidder to amend its training policies, practices and procedures if the City deems the training is not compliant with the requirements of Ontario Regulation 429/07 and Ontario Regulation 191/11.
- (5) See City of Hamilton's AODA Customer Service Standard Handbook at:

[hamilton.ca/government-information/accessibility-services/accessibility-standards](http://hamilton.ca/government-information/accessibility-services/accessibility-standards)

## **SUPPLEMENTARY GENERAL CONDITIONS**

### **(Building Construction Only)**

Document Source: Request for Tenders – Construction – Unit Price

Revised: November 27, 2019

#### **1. Interpretation**

- (1) All terms defined in the General Conditions and Instructions to Bidders shall have the same meaning in these Supplementary General Conditions.
- (2) All rules of interpretation set out in the General Conditions shall also apply to these Supplementary General Conditions.

#### **2. Changes and Alterations**

- (1) The City or its Consultant may at any time before or during the prosecution of the Work, issue written Change Directives requiring the alterations or changes to drawings, work schedule, methods, materials and finishes, or requiring omission of any portion of the Work specified therein, or requiring any other variations to the Work or Project (including any additional Work to be done or additional material to be furnished). Subject to subsection (6), the Change Directive process shall not be used where in the reasonable opinion of the Consultant it is practical to proceed by way of the Change Order process provided for in subsection (5).
- (2) Where a Change Directive is issued under subsection (1), the Contractor shall proceed forthwith with the specified alteration, supply, addition or change, without protest or dispute.
- (3) Where in the opinion of the Consultant a Change Directive materially increases or decreases the cost of work or of the materials from that on which the Contractor based its Bid, the Consultant shall give fair consideration to the representations of the Contractor and City with respect thereto.
- (4) Nothing in this section shall preclude the Consultant from having changes or additional Work done by City workers or by other parties in the event no satisfactory agreement between the Consultant and the Contractor cannot be reached.
- (5) A Change Order may be issued by the City's Consultant to authorize additional work not contemplated in the original Contract, or to modify the manner in which the Work or Project is to be carried out. Prior to issuing a Change Order, the Consultant shall issue a Contemplated Change Notice, requesting the Contractor to specify a price (and, where applicable any other terms) for the work or modification (including all materials and other related costs) specified or described therein. The Contractor shall provide that price (and terms) in reply

within 15 Business Days of receiving the Contemplated Change Notice. The Consultant shall forthwith notify the City of the receipt of that price (and terms). The City may agree to accept the price (and terms) within the 25 Business Days immediately following being so notified. Where the City accepts the price, the Consultant shall notify the Contractor, and the Contractor will proceed with the work or modification in accordance with the price and terms so agreed.

- (6) The Consultant may issue a Change Directive with respect to work or a modification previously described in a Contemplated Change Notice, where the Consultant is of the reasonable opinion that due to some development it has become necessary or advisable to proceed without delay with the work or modification in question.
- (7) Where in the opinion of a Consultant, a change with respect to the Work or other modification required by the City or required in order to comply with any law or to give effect to the plans, drawings and specifications for the Work, is of such a minor nature as to have no cost implication with respect to the Project, the Consultant may issue a Site Instruction to the Contractor requiring that change or modification to be made. Unless the Contractor requests the Consultant to carry out a full valuation of that change or modification within 5 Business Days of receiving that Site Instruction, the Contractor shall carry out the Work promptly in accordance with its terms, and shall not be entitled to any additional compensation by reason of so doing. Where the Contractor requests a valuation by the Consultant, and the consultant determines that there is a cost implication to the change or modification, the Site Instruction shall be deemed to be a Contemplated Change Notice under subsection (5), and the parties shall proceed accordingly. Where the Consultant confirms that there is no cost implication after being requested to carry out a valuation, then that decision shall be final and binding and the Contractor shall carry out the Work promptly in accordance with the terms of the Site Instruction, and shall not be entitled to any additional compensation by reason of so doing.
- (8) The Contractor shall inform the issuer of its performance bond or analogous letter of credit or other security for the due performance of the Contract or the payment of any supplier thereunder, of any changes to the Contract, so that validity of coverage is at no time impaired. The City may require the Contractor to provide proof of its compliance with this requirement. If any change to the Contract requires adjustments of the bonds, the Contractor shall initiate and pay for such adjustments.

### **3. Valuation and Certification of Changes and Extra Work**

- (1) Where section 3(1) applies, or the City otherwise requires the Contractor to proceed with a change in the Work before an agreement is reached between the City and the Contractor for an adjustment of,
  - (a) the Total Contract Price or

- (b) the agreed completion date or number of Working Days allowed for the performance of the Contract  
as the case may be, the provisions of this section shall govern the rights and obligations of the parties that result from the issue of that Change Directive.
- (2) Upon receipt of a Change Directive, the Contractor shall proceed promptly to carry out the change in the work, as specified in the Change Directive.
- (3) Unless the Contractor and City otherwise agree, the Total Contract Price shall be adjusted upwards or downwards to reflect the change in the Work attributable to the Change Directive, by reference to the cost of additional expenditures or savings attributable to or resulting from the change, but the amount of that adjustment shall be calculated in accordance with subsections (4) and (5).
- (4) The cost of performing the change in the Work attributable to the Change Directive shall take into account only the following classes of expenditure to the extent that the same can be shown to be reasonable and directly related to the change in the Work:
- (a) wages and benefits paid for labor in the direct employ of the Contractor under applicable collective bargaining agreements or by virtue of the City's Fair Wages Policy, or under a salary or wage schedule agreed upon by the City and Contractor;
  - (b) contributions, assessments or taxes incurred for such items as unemployment insurance, provincial health insurance, workers' compensation, Canada Pension Plan contributions or similar government pension schemes, insofar as those amounts are based on wages, salaries or other remuneration paid to employees described in clause (a);
  - (c) travel and subsistence expenses of employees described in clause (a) to the extent actually incurred and that are in addition to the costs of that type that would be otherwise be incurred;
  - (d) the cost of all materials or temporary services, consumed or used, in carrying out the change in the Work, and the transportation costs incurred with respect thereto;
  - (e) the rental costs of all tools, machinery, and equipment rented by the Contractor (or reimbursed by the Contractor, when provided by others), including costs relating to the transportation, assembly, installation, dismantling and maintenance thereof,
  - (f) deposits lost;
  - (g) amounts paid or payable to subcontractors, to the extent that the Contractor was or is legally obligated to pay such amounts;
  - (h) royalties and patent license fees, but not including damages for infringement of patents or the cost of defending any legal proceeding relating to the infringement of a patent;
  - (i) any adjustment in taxes and duties for which the Contractor is liable, other than taxes on the income of the Contractor;
  - (j) charges for long distance telephone and fax communications, courier services, express services;

- (k) the additional cost of removal and disposal of waste products and debris;
  - (l) costs incurred due to emergencies affecting the safety of persons, except to the extent that those expenses relate to or arose from the negligence or deliberate act of the Contractor, one of its subcontractors or other suppliers, or an employee of the Contractor, its subcontractors or other suppliers.
- (5) The City may require reasonable proof that any expenditure or cost has been incurred under this section, as a condition of its obligation to pay that amount.
- (6) Where the Change Directive results in a
- (a) net increase in the Total Contract Price (after allowance for both additions and deductions), the adjustment shall also include an allowance for additional overhead and a profit margin on that net increase as provided in section 4 Extra Work, Claims, Payment from Contingency, etc., provided that the Contractor has complied fully with subsections (6) and (7);
  - (b) a net decrease in the Total Contract Price (after allowance for both additions and deductions), no adjustment shall be made to the Total Contract Price for overhead or profit margin, but appropriate credit shall be given for the savings resulting from the Change Directive.
- (7) The Contractor shall prepare and maintain an itemized accounting of the cost of all additional and saved costs and expenditures resulting from additions and deductions to the Work, that are attributable to compliance with the Change Directive, together with supporting data and evidence of payment.
- (8) The Contractor shall present that accounting, evidence and data, in a form and at such time as the City may reasonably request.
- (9) Where there is a dispute with respect to part of the value to be assigned to any portion of the Work attributable to the Change Directive, the undisputed value of the Work performed shall be eligible to be included in progress payments.
- (10) Where the City and the Contractor are unable to agree on the adjustment to be made to the Total Contract Price by reason of the cost of performing the change in the Work attributable to the Change Directive, the adjustment shall be referred to the Consultant for determination.
- (11) Where the City and the Contractor agree at any time as to the adjustment to be made to the Total Contract Price by reason of the change in the Work attributable to the Change Directive, that agreement shall be recorded in a Change Order signed by the Contractor and City, and that agreement, rather than the provisions of this section, shall be determinative of the adjustment to be made to the Total Contract Price.
- (12) Neither the City nor the Consultant shall be liable to the Contractor or any other person on the grounds of any alleged verbal instructions or suggestions, but all official correspondence with respect to the

Contract, Works or Project shall be in writing and issued by or under the authority of the Consultant, Project Manager or the Procurement Manager.

- (13) Unless the City and Contractor otherwise agree, the Consultant shall specify any adjustment to be made to the stipulated date for the completion of the Work, or the number of Working Days allowed for the performance of the Contract, as the case may be, where a change or extra work is required in accordance with this section.
- (14) At any time following the issue of a Change Directive or Change Order to cover additional cost arising as a result of a change in the work schedule allowed for the Project (including any delay in the agreed commencement date for Work), the City may require the Contractor to provide proof to the reasonable satisfaction of the Consultant that the increased costs have in fact been (or will be) incurred by the Contractor, and where no or inadequate proof is provided the additional amount allowed to the Contractor shall be reduced to the extent that such increased costs cannot be proved, the amount of that reduction to be set in the reasonable discretion of the Consultant.

**4. Extra Work, Claims, Payment from Contingency, etc.**

- (1) Under no condition shall there be any recognized changes to contract (whether deductions, deletions, extras or credits), except as a result of a Change Order or Change Directive.
- (2) Where a Change Directive is issued, it shall be valued by a formal order under section 3 (unless the City and the Contractor have reached an agreement on the amount payable by reason thereof), which shall be issued and signed by the Consultant and stating as applicable the amount of the deduction, deletion, extra or credit to be given, as reasonably determined by the Consultant with approval of the City.
- (3) When submitting a price in response to a Contemplated Change Notice or costs in respect of contemplated Change Directive the Contractor shall be allowed a mark-up calculated as follows:
  - A. Where work on Contemplated Change Order involves extra work whether by the Contractor's own forces, those of its Subcontractors or of their suppliers, the supplier actually carrying out the work, and the immediate supervisor of that supplier shall each be allowed a combined mark-up on the additional net value of the extra work so carried out as provided in the following schedule (and only to that extent):

Net Value of Work = Additions – Deductions	Plus	Percentage Mark-up
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		Overhead allowance of Performing Trade or Contractor/Subcontractor**	Supervision and Profit Allowance of Contractor/Subcontractor***
<\$10,000	+	15%	10%
\$10,000 but < \$50,000	+	10%	5%
\$50,000	+	5%	5%
Unit Rates*		0	0

B. The overhead allowance specified above shall be all-inclusive with respect to the following, save and except those charges expressly provided for in subsection 3(4), and without limiting the generality of the foregoing, that allowance shall be deemed to include:

- (a) all labour unit rate or other time-compensation costs of the Contractor (or supervising Subcontractor) and the performing Subcontractor, and their respective supervision related costs and inspection related costs;
- (b) salaries, wages and benefits of office personnel directly employed by the Contractor or Subcontractor, as the case may be, who are engaged in a technical capacity and other personnel at shops or on the road, engaged in expediting the production or transportation of materials and equipment;
- (c) the cost of all supplies, equipment, facilities and hand tools belonging to the Contractor, including costs relating to the transportation, assembly, installation, dismantling and maintenance thereof, which are consumed or used in carrying out the change in the Work, less the salvage value of those items;
- (d) the cost of quality assurance, including inspection and testing, analysis and similar services;
- (e) any adjustment in premiums for any bond or insurance that the Contractor is required to purchase or maintain under the terms of the Contract Documents;
- (f) any amount actually expended by the performing supplier in respect of
  - (i) the performing supplier's head office expenses;
  - (ii) the salaries for superintendents, engineers, timekeepers, accountants, clerks, security personnel and similar personnel employed directly on the Works (wages and benefits of workers as part of actual costs);

- (iii) as-constructed drafting;
  - (iv) use of temporary offices, site office related costs, sheds, etc, including costs of telephone, light, power and heat;
  - (v) cleanup;
  - (vi) normal insurance premiums and bond premiums related to the value of the change in the Work;
  - (vii) incidental trucking;
  - (viii) travel time except as provided in subsection 3(4);
  - (ix) licenses and permits except when these are special for a particular item of work;
  - (xi) such other amounts as in the determination of the Consultant are fair and reasonable in the circumstance.
- C. An overhead and profit allowance shall be payable only to the Contractor or Subcontractor who carries out the work, but where the work is performed by the Contractor directly or by its own forces, this allowance shall be given to the Contractor in lieu of the Supervising Contractor allowance;
- D. A supervision and profit allowance shall be payable only to the Contractor or Subcontractor who immediately employs the supplier who carries out the work, but no such allowance shall be given to the Contractor where the work is performed by the Contractor directly or by its own forces;

## **5. Construction Office, Telephone, Fax**

- (1) The Contractor shall provide at its own expense and maintain for the duration of construction, an adequate temporary construction office properly lighted and heated in the winter, with adequate size plan-inspection surface (table) and proper facility (wall rack) where Site copies of all approved shop drawings, all Contemplated Change Orders and Change Orders and all other correspondence affecting Site work must be kept until completion of the project.
- (2) Unless otherwise directed by the City or its Consultant, an adequate size trailer is normally acceptable.
- (3) The office shall contain a Site telephone and fax machine, provided, paid for and maintained until completion of the project by the Contractor, and this phone line must be separate from the existing building's phone line.

## **6. Job Progress Meetings**

- (1) At regular times which will be determined after the commencement of the work, but not less often than once every two weeks, the Contractor shall organize job meetings and send out notices, stating the time and place, to all Sub-contractors or other persons whose presence is required at meetings.

- (2) Within one week after each job meeting, the contractor shall submit typewritten minutes of all such meetings to all parties in attendance.
- (3) The Contractor shall Inform the Consultant and City of all such meetings, invite their attendance and provide them with copies of all minutes.

## **7. Security Guards**

Not applicable.

## **8. Work Subject to Inspection/Testing**

- (1) The City and its Consultant shall have the right from time to time and any time to inspect or confirm the progress of work, and the Contractor shall assist in the carrying out of any such inspection, but in carrying out any such inspection the City or Consultant shall co-operate with the Contractor so as not to interfere with the performance of the Contract.
- (2) The Contractor shall not start or carry work that is to be subject to Inspection/Testing by the Independent Inspection/Testing Company, without the designated inspector in attendance, and for that purpose the Contractor shall provide reasonable advance notice to the respective Inspection/Testing Company when work subject to their Inspection is scheduled to begin.
- (2) The City or its Consultant may require any work designated to be subject to inspection or testing by an independent Inspection/Testing Company, done without such inspection or testing shall not be accepted and must be removed and done over with the Inspection/Testing Company in attendance.
- (3) There shall be no additional costs to the City for such removal, reworking or correction, or for the cost of carrying out any re-testing or inspection required to ensure compliance with contract requirements, but such costs shall be the responsibility of the Contractor.
- (4) Where tested work is found to be not in accordance with the Specification, cost of such inspection or testing shall be at the expense of the Contractor.
- (5) In addition to its right to inspect work under this section, on reasonable notice to the Contractor, the City shall have the right to show the premises at any time, provided that the business of the Contractor is not thereby unreasonably disrupted.

## **9. Periodical and Final Cleaning**

- (1) During the progress of construction, the Contractor shall at all times keep the Site and the structure reasonably clean and free from debris, discarded or unnecessary materials, loose soil, empty containers and all other unsightly or potentially dangerous rubbish.
- (2) All material delivered to the Site shall be neatly stored or contained upon delivery and shall be so maintained until used up.

- (3) So far as practical, the Contractor shall maintain the Site in a clean and safe condition, and shall remove and properly and legally dispose forthwith of any debris and surplus material accumulated at the site, and where requested, the Contractor shall provide a true copy of the original certificate approval from a waste management system, and a true copy of the original certificate of approval from the place of disposal for all debris and surplus material disposed of by the Contractor under this Contract.
- (4) The Contractor will be required to remove all rubbish and material from boulevards and lawns adjoining the Work and restore same to as good and clean a condition as existed before commencement of the Work.
- (4) Upon completion and prior to formal acceptance, the Contractor shall
  - (a) clean the interior and the exterior of the project as follows:
  - (b) clean all work inside and outside of all mortar, paint, caulking and putty, smears and stains, and of any other foreign matter;
  - (c) touch up all interior and exterior Site finishes as and where required, or as directed by the Consultant.
  - (d) thoroughly clean, (with solution/method recommended by the Face Brick Manufacturer), all Face Brick, if any, from all possible residue of efflorescence on Brick and Mortar joints.
  - (e) clean all factory applied finishes in accordance with the Manufacturers' instructions.
  - (f) Clean and thoroughly hose down all exterior concrete platforms, steps and ramps, and all sidewalks/walkways and all paving within the Site.
  - (g) remove all surplus material from the construction Site and clean all construction debris found anywhere on the Site, if originating from this construction.

## **10. "As Constructed" Drawings**

The Consultant shall provide without cost to the Contractor one set of reproducible originals of all drawings upon which it, the General Contractor, mechanical and electrical Subcontractors, shall indicate all changes which are made in actual construction deviating from the original contract drawings.

The Contractor shall provide to the City a complete set of "as built" drawing in autocad (most recent version), pdf and hardcopy format.

## **11. Signs**

- (1) The Contractor shall provide and install one secure and sign 8 x 6 foot sign, showing the name of the project and the names of the Consultant, the Consulting Consultants and the Contractor, using the lettering style, layout and Site location specified by the City or its Consultant
- (2) No other signs or advertisements other than warning signs shall be exhibited on the Site by the Contractor or any of its Subcontractors.

## 12. Assumption of Responsibility By City

- (1) Despite the certification of the substantial performance of the Work or Project for the purposes of the *Construction Act*, the City shall not be obliged to take delivery of the Project as completed, nor to accept responsibility for the building, structure or thing to which the Project relates, nor shall any warranty period commence, unless and until,
  - (a) the site is safe for occupancy and use by the City and its employees and residents, as determined by the City in its reasonable discretion; and
  - (b) the Project is complete within the meaning of subsection 2(3) of the *Construction Act*.
- (2) Neither the taking of delivery of the Project as complete, nor the assumption of responsibility by the City for the building, structure or thing to which the Work or Project relates, shall release the Contractor from its responsibility,
  - (a) to complete all remaining work (including the prompt remedy of any identified deficiencies);
  - (b) for the safety, management and supervision of its Subcontractors, employees and other suppliers, and
  - (c) pay all operating costs associated with the building, structure or works to which the Project relates that the Contractor has agreed to pay during the performance of the Work.

## 13. Operating Manuals and Reference Data

- (1) Three weeks prior to request for Substantial Performance the Contractor shall forward four (4) copies of the Operating Manuals and Reference Data to the Consultant in conformance with the specified take-over procedures.
- (2) The Consultant shall review submitted data for compliance with the Contract document requirements. Substantial Performance Certificate will not be issued by the Consultant until Operating Manuals and Reference Data have been submitted, reviewed and accepted by the Consultant and the City.
- (3) An amount of **\$5,000.00** shall be withheld from the Contractor, to be released to the Contractor upon the timely receipt of all Operations and Maintenance Manuals, and As-Built Drawings (as approved by the Architect).

- (4) The format shall be 8 ½" x 11", submitted in white hard cover, three-D ring binder(s). Information shall be organized by divisions corresponding to the Project Manual. The cover of each binder shall bear:
- a) Contract Number
  - b) Name of Project
  - c) Name of Owner
  - d) Name of Consultant
  - e) Name of Contractor
  - f) Date of Substantial Performance

All information submitted by Subcontractors is to be neatly inserted into similarly coloured, labelled and sequentially numbered binders.

- (5) Each Division to contain the following:

- a) Copy specification sections organized by division. Mark in red to indicate actual products and work provided by section.
- b) Copies of all Addenda issued. Mark in red each item related to section.
- c) Copies of all Change Orders and Site Instructions. Mark in red each item related to section.
- d) List of all Subcontractors, major suppliers and local equipment service representatives, their addresses and telephone numbers.
- e) Date of substantial completion (commencement of warranty periods) and termination dates of warranties.
- f) Operating manuals including lubricating, repair and other instructions to keep all mechanical and electrical/electronic equipment in good working order. Reviewed shop drawings of same.
- g) Final hardware schedule, including lock manufacturer's descriptive and service literature.
- h) Maintenance instructions for all types of floor finish and other special finished, if applicable, including instructions for cleaning, repairing, refinishing and freshening, and warnings on wrong maintenance procedures where necessary.
- i) Maintenance and service instructions and manufacturer's literature for all special architectural features – windows, patent glazing, etc.
- j) All duly completed and signed guarantees, warranties, etc. which extend beyond the one year general period, for all work and equipment as specified or as otherwise available from manufacturers and trades.
- k) Field test results.
- l) Certificates of Approval of the work by the City of Hamilton Building Department and Authorities having jurisdiction.
- m) Ontario Hydro Certificate of inspection.

- (6) Rectify any product damaged by faulty maintenance materials, or by failure of the Contractor to provide proper maintenance information.

#### **14. Progress Photographs**

- (1) At commencement of Work and at monthly intervals thereafter, supply the Consultant with two (2) copies of eight (8) different 5" x 7" colour view photographs to indicate progress of the Work. Take photographs from locations selected by the Consultant.
- (2) On the back of each photograph legibly indicate project name, date and location of exposure.
- (3) Submit progress photographs with each monthly application for payment.

# SPECIAL PROVISIONS

## 1. Quantities

The estimated quantities to be supplied under the Contract are set out in the Schedule of Prices provided in the Bidding System and shall be used as the basis for calculation upon which the award of the Contract will be made. The actual amount paid to the Successful Bidder will be the Unit Price multiplied by the actual quantities of Goods and Services supplied during the course of the Contract. The Successful Bidder shall have no claim for any additional compensation against the City of Hamilton if the Successful Bidder's actual quantities of Goods and Services supplied are above or below the estimated quantities provided in Schedule of Prices.

## 2. Award of the Contract

Subject to the City's reserved rights and privileges set out in the Tender, the Contract shall be awarded to the compliant Bid with the lowest Total Contract Price.

## 3. Optional Site Meeting

There is an optional site meeting scheduled.

**Location:** 710 Mountain Brow Boulevard – south-west utility gate entrance to the running track (see location map attached)

**Date:** Wednesday, January 29, 2020

**Time:** 8:30am, Hamilton time

**All attendees are required to wear CSA approved hard hats and safety boots. If an attendee does not have the required personal protection equipment they may not be allowed to attend the site meeting.**

## 4. Tentative Contract Scheduling

- **Award of Contract:** by approximately March 1<sup>st</sup>, 2020
- **Construction Period:** approximately 4 weeks (not including bleacher fabrication)

## 5. Date of Substantial Performance

Substantial performance of the Work is to be completed no later than **April 24, 2020.**



## 6. Approved Equivalents

Any bidder wishing to submit a request for the City to consider an equivalent product from those products specified in specification **section 13 12 05 – Continuous Angle Frame Bleachers**, must do so no later than **Wednesday, February 5<sup>th</sup>, 2020**. The City will review any such request and shall issue a subsequent addendum advising of any equivalents that have been approved by the City.

## 7. Liquidated Damages

Where the Project is not substantially performed within the time allowed under the Contract Documents, or finally completed within the time allowed by the Consultant, the Contractor shall pay to the City the sum of **ONE THOUSAND DOLLARS (\$1,000.00 dollars)** per day as liquidated damages for each and every calendar day's delay in attaining substantial performance, and it is expressly acknowledged and agreed by the Contractor that:

- (a) this amount is a reasonable estimate of the actual damage that will be incurred by the City due to any failure to complete the Project within the time allowed;
- (b) the City may deduct the amount due under this subsection from any monies that may be due or payable to the Contractor, whether under this Contract or any other Agreement;
- (c) the liquidated damages provided for in this section shall be without prejudice to any other remedy to which the City is entitled at law or in equity.

## 8. Electronic Funds Transfer

In this Section, the term "EFT" refers to electronic funds transfer and may also include the payment information transfer. All payments made by EFT shall only be made as a direct deposit to a Canadian chartered bank.

### 1) Method of Payment

All payments by the City under this Tender shall be made by electronic funds transfer (EFT) save and except where:

- a. the funds payable under the terms of the Contract are only payable in a single lump sum and not payable by instalments or progress payments or otherwise than a single lump sum payment; or
- b. the City is unable to release one or more payments by EFT, in which case the Successful Bidder agrees to either:
  - i. accept payment by cheque or some other mutually agreeable method of payment; or
  - ii. request the City to extend payment due dates until such time as the City makes payment by EFT,

subject to subsection (3) Suspension of Payment.

2) **Mandatory Submission of Successful Bidder's EFT Information**

- a. The Successful Bidder is required to provide the City with the information required for the City to make payment by EFT. A purchase order may not be issued to the Successful Bidder without this requisite information.
- b. In the event that the EFT information changes, the Successful Bidder shall be responsible for providing forthwith the updated information to the City.

3) **Suspension of Payment**

- a. The City is not required to make any payment under this Tender until its designated officer has received the correct EFT payment information from the Successful Bidder. Until receipt of the correct EFT information, any invoice or contract payment request shall be deemed not to be a proper invoice or valid request for the purpose of payment under this Contract. No interest or any other manner of claim whatsoever for delayed or non-payment shall be permitted as a result of incorrect EFT information or improper delivery of EFT payment information.
- b. If the EFT information changes after submission of correct EFT information, the City shall have thirty (30) days within which to update the changed EFT information after its receipt by the designated officer to the extent payment is made by EFT. However, the Successful Bidder may request that no further payments be made until the updated EFT information is implemented by the City's payment office. If such suspension would result in a late payment under any payment terms of this Contract, the Successful Bidder's request for suspension shall extend the due date for payment by the number of days of the suspension.

4) **Liability for Uncompleted or Erroneous Transfers**

- a. If an uncompleted or erroneous transfer occurs because the City used the Successful Bidder's EFT information incorrectly, the City remains responsible for making a correct payment.
- b. If an uncompleted or erroneous transfer occurs because the Successful Bidder's EFT information was incorrect, or was revised within thirty (30) days of City's release of the EFT payment transaction instruction, and
  - (i) funds are no longer under the control of the City's payment office, the City is deemed to have made payment and the Successful Bidder is responsible for recovery of any erroneously directed funds; or
  - (ii) If the funds remain under the control of the City's payment office, the City shall not make payment and the provisions of

subsection (3) Suspension of Payment shall apply.

5) **EFT and Timely Payment**

A payment shall be deemed to have been made in a timely manner in accordance with the payment terms of the Contract if, in the City's EFT payment transaction instruction released to its bank, the date specified for settlement of the payment is on or before the last date for due payment under the terms of the Contract, provided the specified payment date is a valid date when the City's bank is open for business.

6) **Liability for change of EFT Information by Financial Agent**

The City is not liable for errors resulting from changes to EFT information provided by the Successful Bidder's financial agent.

**9. Occupational Health and Safety**

The Work on this Project must be conducted in a safe manner. The Successful Bidder and all subcontractors used on the Work for the City of Hamilton will comply with all applicable laws, regulations and by-laws of Canada, the Province of Ontario and the City of Hamilton, including but not limited to the Occupational Health and Safety Act, and all applicable regulations thereunder.

Without limiting any of the foregoing, the Successful Bidder shall have both a written occupational health and safety policy and program to implement that policy, and that all of our employees, subcontractors and any other persons performing the Work shall be appropriately trained, licensed and certified, as required to perform the Work.

## SAMPLE CONTRACT FOR WORKS

Date: XXX

B E T W E E N:

**CITY OF HAMILTON**  
(the "City")

and

**XXX**  
(the "Contractor")

For the construction, execution, fabrication or carrying out of the following Project:

**[insert description of contract]**  
**Contract No. CXX-XX-XX**

The parties agree as follows:

1. The Contractor shall carry out all Work required to construct, execute, fabricate, build or assemble the Project expeditiously and in a professional manner to the highest standards of the Canadian construction industry, and in connection therewith shall do so in strict accordance with all of the Contract Documents (including those documents identified in the List of Contract Documents set out as Schedule "A" to this Contract), all of which are made part of this Contract as if reproduced expressly herein.
2. The Contractor shall furnish all materials, supplies, equipment, tools, plant, machinery, labour and other services required in order to complete the Project on a safe and timely basis, together with all transportation required in respect of the same.
3. The Contractor shall do all things necessary for the due and proper construction, execution, fabrication or carrying out of the Project as provided in section 1, and shall do all such work and furnish all such materials according to the directions and to the satisfaction of the City and its Consultant.
4. The Contractor shall commence the Work when required and ordered by the City, and except where otherwise directed will proceed with that work continuously, at a rate satisfactory to the Consultant and shall complete the

Project within the number of Working Days specified for completion in, and adjusted in accordance with, the General Conditions.

5. Without affecting any other right to which the City is entitled under any other provision of the Contract Documents or at law, where the Contractor fails or defaults in the performance of the Work or fails or refuses to deliver supplies when ordered to the satisfaction of the Consultant or to proceed with the work as required by or under the Contract Documents, then the City may enter upon and complete the Works, and for that purpose may,
- (a) take possession of all plant, machinery, tools, materials and supplies provided by the Contractor in connection with the Project or Works;
  - (b) purchase the required materials or supplies;
  - (c) employ its own workforce to carry out the Work required to complete the Project, or any part thereof, or remedy the deficiency on the part of the Contractor; and
  - (d) enter into a contract with any other person to complete the Project, or remedy the deficiency on the part of the Contractor as the case may be,

and the Contractor shall forfeit and pay to the City any additional cost thereby incurred by the City as a result of its so doing.

6. Subject to and in accordance with the *Construction Act* and the Contract Documents, provided the Contractor,
- (a) duly and properly carries out the Work in a competent and otherwise professional manner;
  - (b) similarly fully constructs, executes, fabricates, builds or assembles the Project; and
  - (c) complies with all other obligations of the Contractor,

all as provided in this Contract and in the other Contract Documents, the City shall pay to the Contractor, on a Unit Price basis, for the performance of the Work and the completion of the Project, an aggregate amount not to exceed the sum of,

- (d) the Total Contract Price of **XXX Dollars (\$XXX)** as set out in the Contractor's Form of Tender;

- (e) all amounts payable under the Contract Documents in respect of authorized changes and extra work;
  - (f) Harmonized Sales Tax where applicable; and
  - (g) such further amount, if any, as may be expressly agreed by the City in writing.
7. The Fair Wage Policy and Fair Wage Schedule of the City forms part of this Contract, and the Contractor shall comply with the requirements of that Policy and Schedule and shall ensure such compliance by all of its Subcontractors, and
- (a) the City may require the Contractor to furnish reasonable proof of such compliance by the Contractor and Subcontractors, as the case may be; and
  - (b) where the Contractor breaches this obligation, or fails or refuses to furnish such proof, the City may deduct an appropriate amount from the payments to be made to the Contractor.
8. The Contractor expressly warrants that no elected official, officer, employee of the City shall enjoy a direct or indirect interest in this Contract or any Subcontract under this Contract, nor does any such employee have a direct or indirect interest in the Contractor.

Signed, sealed and delivered as of the date first above written.

**XXX.**

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

Per: \_\_\_\_\_

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name & Title (please print)

\_\_\_\_\_  
Address (please print)

Per: \_\_\_\_\_

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name & Title (please print)

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

I/ we have the authority to bind the Contractor.

**CITY OF HAMILTON**

Per: \_\_\_\_\_  
XXX, City Manager

Per: \_\_\_\_\_  
XXX, General Manager,  
XXX Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Approved as to  
Content – [insert  
name of division]

## **SPECIFICATIONS - GENERAL**

### **1. CONSTRUCTION AND MATERIAL SPECIFICATION MANUAL**

All Work in this Contract shall be in accordance with the latest version of the City's Construction and Material Specification Manual. All bidders are responsible to obtain and include for the latest revisions.

<https://www.hamilton.ca/develop-property/policies-guidelines/construction-and-material-specifications>

Note: Forms 100 and 200 are not applicable to this Contract.

### **2. SCOPE**

A brief summary of the work involved in this Contract includes, but is not limited to, the following:

- Removal of existing tree and stump(s) from site
- Excavation to allow for installation of granular bases and concrete pad
- Supply and installation of granular base
- Supply and installation of concrete pad
- Design, supply, delivery, and installation of spectator bleachers. New bleachers to be installed on proposed concrete pad.
- All applicable shop drawings and building permits

### **3. QUANTITIES**

The estimated quantities to be supplied under the Contract are set out on the Form of Tender – Schedule of Quantities and Prices and shall be used as the basis for calculation upon which the award of the Contract will be made. The actual amount paid to the Successful Bidder will be the Unit Price multiplied by the actual quantities of such goods and services during the course of the Contract.

The Successful Bidder shall have no claim for any compensation against the City of Hamilton if the Successful Bidder's actual quantities of services completed are above or below the estimated quantities provided in the Form of Tender – Schedule of Quantities and Prices.

### **4. CO-ORDINATION**

The Contractor shall co-ordinate the Works in this Contract with any City Contracts and utilities having works in the area of this Project, as required. It will be the Contractor's responsibility to schedule and co-ordinate their Work in order to avoid delays etc. The Contractor shall have no basis for additional costs or claims for these requirements.



## **Utility Locates**

The Contractor shall obtain all required utility locates prior to the start of any excavation. Photocopies of all locates obtained by the Contractor for this Project shall be placed in a designated location in the site trailer. Where there is no site trailer, photocopies of all locates shall be provided by the Contractor to the City's Project Manager on the Contract. The City will not be reviewing or checking the accuracy of locates provided, locate accuracy and excavation remain the responsibility of the Contractor.

## **Alectra Utilities (Horizon)**

Contractors must give Alectra Utilities (Horizon) Utilities at least one week advance notice for holding of poles during construction.

Alectra Utilities (Horizon) contacts:

- Overhead Supervisor, poles/conductors, Joe Popiel – 905-540-3226, Cell 905-961-1699
- Underground Supervisor, civil work/duct/chambers/pads – Andrew Mehlenbacher, 905-540-3228, Cell - 905-971-8887.
- Outside Contractor Supervisor, tendered work/inspection – Nick DeStefano, 905-540-3245 Cell – 905-961-0580

## **Bell**

All Works in the vicinity of existing Bell utilities shall be in accordance with the requirements of Bell Canada and Form 300.20.05.05

Bell Canada Contact:

- Chris Gill  
Phone: (905) 577 6812  
Email: [chris.gill@bell.ca](mailto:chris.gill@bell.ca)

## **Union Gas**

All Works in the vicinity of the existing gas pipelines shall be in accordance with the requirements of Union Gas. Prior to working in the vicinity of any Union Gas pipeline, the Contractor shall contact Union Gas.

For works in the original City of Hamilton limits, contact:

- Enzo Greco at Phone: (289) 649-2061 | Cell: (905) 741-8395  
Email: [egreco@uniongas.com](mailto:egreco@uniongas.com)

## **Hydro One Networks Inc.**

Contractors must give Hydro One at least one week advance notice for holding of poles during construction.

- o Hydro One contact – Kyle Evans at 905-627-6017.

## **5. WORK SCHEDULE**

The Contractor's construction schedule shall be approved by the Project Manager prior to the start of any Works.

### **Construction Schedule**

The Contractor shall mobilize their forces immediately upon notification of award of this Contract in accordance with the Notice to Proceed, and shall complete all Works by the dates described below:

- a) All Works shall be completed by **April 24, 2020 (weather permitting)**.

### **Temporary Restoration**

In the event that weather conditions make permanent restoration impossible, the Contractor will be responsible for placing temporary restoration until such time that conditions permit permanent restoration.

## **6. TREE & STUMP REMOVAL CONSIDERATIONS**

### **Nesting Birds Found Prior To Tree Removal**

The Contractor is advised that removal of trees during construction must abide by the guidelines set out under the Migratory Birds Convention Act (MBCA) 1994.

The Contractor shall make themselves aware of the regulations prior to any tree removal on site, and if needed shall hire a qualified avian biologist to provide services to determine the potential or presence of nesting birds within the construction zone.

## **7. CLEARING AND GRUBBING**

Where there is no specific item for clearing and grubbing, the costs for any clearing and/or grubbing that may be encountered shall be included in any other appropriate item/or items.

## **8. SUPPLY OF MATERIALS**

The Contractor shall supply all materials for this Contract unless specifically noted otherwise in the Schedule of Prices. All materials shall meet the Specifications as laid out and the appropriate Approved Materials List, latest edition.

<http://www.roadauthority.com/mpl/mpl.asp?MPIShortName=Hamilton+MPL>

## **9. CITY OFFICE CLOSURE**

The Contractor shall NOT work on this Contract on any day the City Administrative Offices are closed unless approved in writing by the City.

## **10. DELETION OF SECTIONS AND/OR DELAY OF CONSTRUCTION**

The Contractor is advised that the City reserves the right to delete any or all sections before or after the tender award and/or delay construction of any or all sections in this Contract, at its discretion.

The Contractor shall have no claim for any compensation against the City of Hamilton for the deletion of sections and/or delays of construction of any or all sections in this Contract.

## **11. SUBSTANTIAL COMPLETION**

Prior to receiving their substantial completion, the Contractor must arrange to walk the entire job site with the City's Project Manager or designate and operate all appurtenances and confirm all clean up and restoration has been completed to the satisfaction of the Project Manager. At this time all deficiencies will be identified and must be corrected.

## SPECIFICATIONS – SCHEDULE ITEMS

### **SP43. GRANULAR SUB-BASE**

#### **43.01 General**

Granular sub-base shall be in accordance with OPSS.MUNI 314 and 1010 as amended by the Construction and Materials Specifications Manual and this Specification.

#### **43.02 Materials**

All granular material shall be supplied from an approved source and shall meet the requirements of OPSS.MUNI 1010, Form 600 and 900.

Granular B - Type II, shall meet the requirements of OPSS.MUNI 1010 Table 2.

#### **43.03 Construction**

This item shall include all costs to supply, transport place and compact the specified depths of granular material for use under the proposed and/or existing bleachers.

#### **43.04 Payment**

##### **43.04.01 Measurement for Payment**

Measurement for payment shall be by the **tonne**.

##### **43.04.02 Basis of Payment**

Payment at the Unit Price bid for the above Tender item shall be full compensation for all labour, equipment and material to do the Work.

### **SP200 CONSTRUCTION FENCE, SAFETY MEASURES AND TEMPORARY FACILITIES**

#### **200.01 General**

As required by the Ontario Occupational Health & Safety Act to protect the public from the construction site, and the work from the public, supply, install, and maintain 1800mm high modular steel construction fences (Moduloc or equivalent) as shown on the drawings and as directed by the Project Manager.

Fencing shall consist of modular, stand alone, panels. No fencing is to be supported by in-ground posts. Contractor shall provide V-bends of 1.0m or 'T'-sections on straight runs at maximum 15m on centre to prevent knock down by vandals.

Fences shall have a smooth top rail to the approval of the Project Manager. Fences with the fabric or fence tines extending above the top rail or beyond the posts are not acceptable.

Fences shall be kept in place in good working order up to and including the date of project completion to the satisfaction of the Project Manager. Remove from the site and restore damaged areas upon project completion.

'T'- sections shall not be measured and shall be included in the Unit Price. Construction fences, all-inclusive price, paid on a linear metre basis.

## **200.02 Payment**

### **200.02.01 Measurement for Payment**

All-Inclusive price paid on a **per linear metre basis** per the Schedule of Prices.

### **200.02.02 Basis of Payment**

Payment at the Unit Price bid for the above Tender items shall be full compensation for all labour, equipment, material and disposal fees to complete the Works.

The construction fence shall be paid in instalments as follows:  
50% for the supply and installation  
50% for the maintenance and removal.

## **SP201      REMOVAL OF EXISTING MATERIAL**

### **201.01                  General**

Supply all labour, materials and equipment to remove and dispose of all dead plant material, soft grass areas, soft grass areas, topsoil and excavated materials as noted on Contract Drawings. Re-grade all sub soils parallel to the finish grades allowing for the placement of finished materials which are paid under their respective items. All materials shall be removed, transported and disposed from the site. It shall be the Contractor's responsibility to establish disposal sites for this material.

### **201.02                  Measurement for Payment**

Measurement for payment shall be by **Lump Sum** for all material specified for removal from site.

### **201.03 Basis of Payment**

Payment at the Lump Sum for the above Tender items shall be full compensation for all labour, equipment, material and disposal fees to complete the Works.

## **SP202 REMOVE, SALVAGE AND REINSTALL/RELOCATE EXISTING MATERIALS**

### **202.01 General**

This item shall include all costs to remove, salvage and reinstall existing materials and site furnishings as indicated in the Contract Drawings. The Contractor shall carefully remove all materials and site furnishings, as directed by the Project Manager, and

a) salvage and store on site.

Where noted salvage and reinstall in this contract, supply all labour and equipment to salvage, store and reinstall existing site elements designated for re-use in this Contract.

### **202.02 Payment**

#### **202.02.01 Measurement for payment.**

Measurement for payment shall be by **Lump Sum**.

#### **202.02.02 Basis of Payment**

Payment at the Lump Sum for the above Tender items shall be full compensation for all labour, equipment, and material to complete the Works.

## **SP211 ROUGH GRADING AND EARTHWORK**

### **211.01 General**

Perform Work in accordance with Section 31 20 10 and OPSS 206. Supply all labour, materials and equipment to excavate and grade the site to the shape shown on the grading plan. Regrade all sub soils parallel to the finish grades allowing for the placement of finished materials which are paid under their respective items.

### **211.02 Payment**

#### **211.02.01 Measurement for Payment**

Measurement for payment shall be by on a **per square metre** basis.

## **211.02.02 Basis of Payment**

Payment at the Unit Price bid for the above Tender item shall be full compensation for all labour, equipment, and materials to complete the Works.

## **SP223 GEOTEXTILE**

### **223.01 General**

Supply all labour, materials, and equipment required to install Geotextile Terrafix 270R (or equivalent). The quantities shown on the Schedule of Prices includes an overlap of 30-60cm between pieces of geotextile. This overlap is essential for proper functioning of the geotextile. The geotextile must be examined prior or during installation for defects, damage, and appropriate overlap. The Contractor must remove and replace or reinstall where approved by the Project Manager any geotextile that is deemed deficient by the Project Manager.

### **223.02 Payment**

#### **223.02.01 Measurement for Payment**

Measurement for payment shall be paid on a per **square metre** of fabric.

#### **223.02.02 Basis of Payment**

Payment at the Unit Price bid for the above Tender item shall be full compensation for all labour, equipment, and materials to complete the Works.

## **SP239 CONCRETE PAVING**

### **239.01 General**

The Work of this item shall include, without limitation, the fine grading of the Granular 'A' base, and the forming, placing, finishing and curing of 150mm of concrete in the locations and to the specifications shown on the Contract Drawings.

Work shall include all subgrade and base preparation. Base shall be Granular 'A' compacted to 95% Standard Proctor Density (S.P.D.) Subgrade shall be compacted to 95% S.P.D.

### **239.02 Payment**

#### **239.02.01 Measurement for Payment**

Measurement for payment of this item shall be per **square metre** of concrete placed.

### **239.02.02 Basis of Payment**

Payment at the Unit Price bid for the above Tender item shall be full compensation for all labour, equipment, and materials to complete the Works. Note: The supply and installation of Granular 'A' material is covered under a separate item.

## **SP245 SITE FURNISHING**

### **245.01 General**

Supply all labour, materials and equipment to supply, deliver, fabricate and install spectator bleachers at the location shown on the Contract Drawings. All associated base material will be priced as part of another Specification.

### **245.02 Construction / Materials**

The Contractor shall:

- Submit shop drawings and/or samples for approval by the Project Manager.
- Coordinate, supply, delivery and installation site furnishing as shown and detailed on the Contract Drawings and specification documents.

### **245.03 Payment**

#### **245.03.01 Measurement for Payment**

Payment shall be on a **Lump Sum** basis for the spectator bleachers, building permits, and engineered shop drawings.

#### **245.03.02 Basis of Payment**

Payment at the Lump Sum for the above Tender item shall be full compensation for all labour, materials and equipment to complete the works in their entirety.

## **SP281 RESTORATION OF DISTURBED AREAS**

### **281.01 General**

Supply all labour, materials, and equipment necessary to restore the areas of disturbance due to the excavation and placement of concrete pad.

### **281.02 Payment**

#### **281.02.01 Measurement for Payment**



Measurement for payment shall be all-inclusive price paid on a per **square metre** basis.

**281.02.02 Basis of Payment**

Payment at the Unit Price bid for the above Tender items shall include all required labour, materials and equipment to complete the works in their entirety.

## LIST OF SPECIFICATIONS

### SPECIFICATIONS:

Section 01 33 23	Shop Drawing Procedures	3 Pages
Section 01 14 13	Site Protection and Access	5 Pages
Section 31 22 13	Earthworks	5 Pages
Section 32 11 23	Granular Base Course	3 Pages
Section 03 11 00	Concrete Formwork	4 Pages
Section 03 20 00	Concrete Reinforcement	7 Pages
Section 03 30 00	Cast-In-Place Concrete	6 Pages
Section 13 12 05	Continuous Angle Frame Bleachers	6 Pages
Section 02 93 03	Topsoil and Sod	6 Pages

**PART 1.0 – GENERAL**

**1.1 SHOP DRAWINGS**

1. The Contractor shall submit fully detailed and dimensioned shop drawings wherever requested in these specifications. Shop drawings shall show clearly, construction, layout, anchorage, designation of materials, finishes and all other relevant information. The Contractor is responsible for creating the schedule of submission dates.
2. The shop drawing submittal and resubmittal shall be completely identified by showing the following.
  - a. Project name
  - b. Original date of issue
  - c. Signature and seal of licensed professional designer and/or applicable government standards – such as Canadian Standards Association (CSA), Canadian General Standards Board (CGSB), Illuminating Engineering Society (IES), etc.
  - d. Project number/job number/MPT number
  - e. Name and address of supplier and/or manufacturer
  - f. Name of the Contractor/sub-contractor/supplier/manufacturer
  - g. Drawing number and specification section to which the submittal applies
  - h. Relation to adjacent structure or materials
  - i. Identification of all products and materials.

Shop drawings that do not comply with these requirements shall be stamped **"REVISE AND RESUBMIT"**.

3. The Contractor shall stamp, sign, and date the shop drawings indicating that they have checked and reviewed the shop drawings for realistic field conditions, materials, catalogue number and to confirm that contract requirements are being met prior to submission to the Project Manager.
4. Revise and resubmit drawings as required to obtain the Project Manager's **"Reviewed stamp"**. The review of the shop drawing by the Project Manager is for the sole purpose of determining compliance with the general design concept. The review process shall not relieve the Contractor of their responsibility for errors and/or omissions in the shop drawings. The review and any subsequent resubmittals **will not be** a cause for any extension to the Contract's completion date.
5. Shop drawings shall be submitted in the form of one (1) electronic set (PDF).
6. Shop drawings shall be drawn to a minimum scale of 1:20 metric and shall show all details, dimensions and descriptions of materials and fastening.

## SECTION 01 33 23 – SHOP DRAWING PROCEDURES

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7. New information cannot be added to shop drawings previously submitted. New information shall be submitted on new shop drawings.
8. Each of the returned shop drawings will be stamped as follows:

REVIEWED	<input type="checkbox"/>
REVIEWED AS NOTED	<input type="checkbox"/>
REVISE AND RESUBMIT	<input type="checkbox"/>
NOT REVIEWED	<input type="checkbox"/>

If the "**REVIEWED**" is checked-off, the shop drawing is satisfactory. Shop drawings do not have to be re-submitted.

If the "**REVIEWED AS NOTED**" is checked-off, the shop drawing is satisfactory subject to requirements of remarks put on the shop drawings. Shop drawings do not have to be re-submitted.

If the "**REVISED AND RESUBMIT**" is checked-off, the drawing is entirely unsatisfactory and must be revised in accordance with comments written on the shop drawings. Shop drawings are to be revised and re-submitted for review. No work is to proceed until the "**REVIEWED**" stamp is checked off.

If noted "**NOT REVIEWED**", the shop drawing is in error of submission, or is not applicable for the project, or information previously requested or marked up has not be complied with, or drawings not revised.

9. Shop drawings are not contract documents. The purpose of their submittal is to review the conformity to the general design concept expressed in the contract documents. Review of shop drawings does not relieve the Contractor of the responsibility to comply with every aspect of the original contract documents. Any deviation from the original contract documents must be documented.
10. The City representative will not accept photocopies of contract drawings as shop drawings, lists, schedules or sketches.
11. The Contractor shall not proceed with Work prior to completion of shop drawing review process.

### 1.2 **PRODUCT DATA**

1. Submit product data and manufacturer's instructions when requested in the specifications, or by the Project Manager, for the assembly and installation of specific materials or equipment. Obtain the review of the data by the Project Manager before commencing such work.

**1.3 SAMPLES**

1. The Contractor shall submit samples of whole or part of the material or equipment to be installed, whenever requested by the City representative and when requested in this Specification.
2. Samples shall be of the same quality, finish, texture and colour identical to the ones to be installed, unless otherwise requested in this Specification.
3. Submit RAL Paint # for Park Sign, or any fabrication that requires colour finishing.
4. All colours, materials and designs must be reviewed by the Project Manager.
5. Submit a minimum of two (2) of each item and identify each sample with the Project and Job Number, type of material, name of Contractor, Subcontractors, and manufacturers and suppliers.

**END OF SECTION**

**PART 1.0 - GENERAL**

**1.1 SCOPE OF WORK**

1. This Section covers Work for protection of the site and immediate surrounding properties, and maintenance of public safety.

**1.2 SITE AND TREE PROTECTION**

1. Ensure safety and security of the site, at all times. The Contractor is responsible for maintaining the construction fences and construction barriers, and securing the site at the end of the working day. Provide two (2) sets of keys for use by the City, for any locks used on the site.
2. Provide temporary locks for all mechanical or electrical cabinets, and maintain for the duration of the Contract. The City will replace locks upon assuming the site. Provide two (2) sets of keys to the City for supplied temporary locks.
3. Supply and install appropriate signage, clearly indicating that this is a construction site and that public access must be denied.
4. Ensure that all excavations are covered or filled in at the end of the working day.
5. Carry out all works in a manner that affords the public and all site personnel the greatest safety, and in accordance with the Occupational Health and Safety Act.
6. Use all care and diligence to protect work and materials from any damage due to nature, accident, or design. Should any damage occur in spite of such precautions, the Contractor shall repair it at their own cost and leave the Work to the satisfaction of the Project Manager.
7. The Contractor shall be responsible for the maintenance and reinstatement of disturbed survey bars and stakes, including all costs associated with the reinstatement of disturbed survey stakes for layout purposes.
8. Supply and maintain construction fencing, silt control fencing and tree hoarding as indicated on drawings. Provide periodical inspection on such fences especially after heavy rainfall/strong winds, to ensure they are still vertical and functional. If disturbed, reinstate at Contractor's expense.
9. Prior to any construction, tree protection fencing placement must be reviewed and approved by the Project Manager.
10. The Contractor shall protect all trees and plants on site and adjacent areas, except where they are identified for removal in this Contract.

## SECTION 01 14 13 – SITE PROTECTION & ACCESS

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11. The Contractor shall fell trees away from other vegetation that is to be retained. No trees shall be felled into or across watercourses unless approved by the Project Manager, and trees shall be felled to avoid damaging standing trees that are to remain.
12. The Contractor shall protect the root zones of trees that are to remain, by preventing disturbance within the dripline. Vehicle traffic, dumping and storage of materials over the root zones of trees to remain is prohibited. Use vertical trench walls and appropriate support systems when excavating within the dripline of trees to remain. All exposed roots over 25mm in diameter shall be cut back cleanly to the soil surface within 48 hours of being exposed.
13. Where unavoidable root damage or loss is extensive, portions of the trees shall be pruned by a qualified and experienced landscaper using approved arboriculture techniques and practices and shall retain as much of the plant's natural form as possible.
14. When there are tree branches located within the job site, where they will interfere with construction operations, they shall be pruned prior to equipment entering the dripline of the tree. Branches shall be cut back to the nearest suitable trunk, crotch or lateral, where they will no longer interfere with construction operations.

### **1.3 SITE ACCESS AND MUD TRACKING**

1. The Contractor is responsible for reinstatement of the road surface material should any damage or contamination of the road materials occur during site construction Works.
2. Adjustments to temporary fencing location to accommodate access may be made on site, at the discretion of the Project Manager.
3. All suppliers of materials and equipment, all workers, and sub-trades shall be informed of above requirements, and appropriate signs shall be posted in clearly visible locations.
4. Be fully familiar with all site conditions and regulations and requirements by authorities having jurisdiction, pertaining to access, use of public ways and utility corridors in the vicinity.
5. Provide traffic control measures to the satisfaction of the City for all vehicular traffic entering and exiting the site onto public roadways.
6. Mud and debris tracked on to any regional or local road, on/off ramps, or parking areas, shall be immediately cleaned up at no expense to the City and to the satisfaction of the Project Manager. Sweeping and/or washing down the surfaces may be required daily, as directed by the Project Manager. If the City is required

## **SECTION 01 14 13 – SITE PROTECTION & ACCESS**

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to effect clean-up, the Contractor will be back charged all costs associated with the effort.

### **1.4 EQUIPMENT CONTROL**

1. Control all equipment and vehicles on the site so that minimal disturbance is caused to existing or constructed features.
2. Park vehicles and store equipment and tools only in approved locations of the site or adjacent lands, where approved by the Project Manager. Secure all vehicles, equipment and storage facilities from tampering.
3. All site operations are to take place within the limit of the Contract area.

## **PART 2.0 - PRODUCTS**

### **2.1 CONSTRUCTION FENCING**

1. Construction fencing, access gate and tree hoarding shall be supplied and installed as indicated on Contract Drawings.
2. Precise location of construction fencing to be approved on-site by the Project Manager.

## **PART 3.0 - EXECUTION**

### **3.1 CONSTRUCTION FENCING**

1. Construction fencing, silt control fencing, access gates and tree hoarding shall be placed and installed as indicated on Drawings and Details. On-site adjustments to the fencing locations may be made on-site at the discretion of the Project Manager.
2. Preserve the integrity of the fencing, maintain taught and vertical, and restore as required for the duration of the Contract. Provide periodical inspections to ensure the fences are vertical and functional and reinstate, if disturbed, at Contractor's expense.
3. Remove all fencing at the completion of the Contract and remove from the site.
4. No fencing component, including braces and foot supports, shall encumber the public sidewalk at any time. If the sidewalk requires temporary closure for Work to be completed, adequate safety measures shall be installed as per the *Ontario Traffic Manual, Book 7 Temporary Conditions*, latest edition.



**3.2 COOPERATION WITH OTHER CONTRACTORS**

1. Where two or more contractors, or City or other agency personnel, are involved in non-related or related Work on adjacent lands, each shall conduct his operation in such a manner as not to cause any unnecessary delay or hindrance to the other.
2. Each contractor shall be responsible to the other for all damage to Work, to person, or to property, or for loss caused by failure to finish Work within the specified time for completion, or as specified by Specifications.
3. Each contractor shall coordinate with other contractor(s), City or other agency personnel so as to facilitate access and movement without hindrance to each other's work, or to the functionality of existing facilities and operations on adjacent lands.

**3.3 SITE CLEANLINESS**

1. Keep area outside construction zone clean and usable by others at all times.
2. Maintain stockpiles of material in a location, and manner satisfactory to, and as directed by the Project Manager.
3. Remove all debris and surplus material from the site at the completion of the work day.

**3.4 RESTORATION**

1. All existing site components, appurtenances, structures and vegetation that are to remain and that are disturbed or damaged by construction, shall be restored to their original condition or better, at the Contractor's expense, and to the satisfaction of the Project Manager.
2. Debris and unacceptable materials resulting from the construction Works must be disposed of off site, at an appropriate waste disposal site, at the Contractor's expense.
3. Existing trees, shrubs, and herbaceous vegetation which have been damaged by construction work shall be restored by pruning, and/or fertilizing, replaced or compensated for, as directed by the Project Manager, at the Contractor's expense.
4. Cut material shall be disposed of through removal, chipping or burying in keeping with the plans and Specifications, and as directed by the Project Manager.

## **SECTION 01 14 13 – SITE PROTECTION & ACCESS**

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5. Any disturbed areas by construction outside the limits of construction shall be restored to their original conditions at the Contractor's expense, and to the satisfaction of the Project Manager.

**END OF SECTION**

**PART 1.0 - GENERAL**

**1.1 DESCRIPTION**

1. This section specifies site clearing, rough grading, excavation and backfilling, including demolition and removal Work shown on the Contract Drawings.

**1.2 QUALITY ASSURANCE**

1. The Contractor shall arrange for compaction tests to City of Hamilton requirements. Please see the City's Construction and Materials Specification Manual (latest edition), **Form 900** for compaction requirements.

<https://www.hamilton.ca/develop-property/policies-guidelines/construction-and-materialspecifications>

2. Costs for testing shall be borne by the City of Hamilton directly.
3. Testing shall be completed by qualified independent inspection and testing laboratory.
4. Provide adequate notice to permit scheduling of testing operations. Ensure Work is ready for testing procedures. Tests shall be conducted on the basis of 1 test for every 50m<sup>2</sup> (540 Sq. Ft.) in general fill areas and one (1) test for every 10m (32') in trenches per every 0.6m (2') of depth.
5. Field measurements and field reports shall be submitted to the Project Manager within 24 hours of testing.
6. Final measurements and reports shall be submitted to the Project Manager for review within 5 business days of testing.
7. All earthworks must be carried out to the standards of the City's Construction and Material Specifications Manual, latest edition.
8. The Project Manager reserves the right to complete their own inspection and/or testing by an independent inspection and testing agency. The independent inspection and testing Company shall be responsible only to the Project Manager, and shall make only such inspections or tests as the Project Manager may direct.

Review of construction by the project manager and inspection and/or testing by an independent Inspection and Testing Agency, is to ascertain general conformity with Contract documents. It does not relieve the Contractor of its contractual responsibilities.

## SECTION 31 22 13 – EARTHWORKS

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The review is based on representative samples of the Work and does not relieve the Contractor from carrying out its own quality control and making the Work conform with the drawings and Specifications.

### **1.3 PRODUCT DELIVERY, STORAGE AND HANDLING**

1. Stockpile topsoil or construction materials in locations designated by the City.

### **1.4 SHORING AND BRACING**

1. Shore and brace all excavations sufficiently to prevent caving in and to support existing structures, roads or services.
2. Ensure shoring is in accordance with local municipal and provincial regulations and obtain all necessary permits.
3. Erect warning signs and protective barriers in accordance with local municipal and provincial regulations.
4. Make good any damage and be liable for any injury resulting from inadequate shoring or bracing.

## **PART 2.0 - PRODUCTS**

### **2.1 MATERIALS**

1. **General fill material:** clean, free from debris, organic matter and other deleterious material as approved by the Project Manager. Fill materials shall not have any contaminants in excess of the criteria as indicated in Table A, Residential/Parkland Land Use of the Ministry of Ontario *Guidelines for Use at Contaminated Sites in Ontario* (rev. Feb. 1997), Appendix 2, as amended.
2. **Granular fill material:** as called for on the drawings and conforming in all respects with OPSS.MUNI 1010.

## **PART 3.0 - EXECUTION**

### **3.1 DEMOLITION, SITE CLEARING AND REMOVALS**

1. Clear the site of all pavements, curbing, vegetation, and any other landscape elements which interfere with the new Work as indicated on the drawing. Remove and dispose of debris off site.
2. All existing trees and shrubs are to remain unless specifically noted to be removed. Cut down trees designated to be removed and remove stumps to a depth of 600mm below proposed finished grade. Remove and dispose of all

## SECTION 31 22 13 – EARTHWORKS

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wood and chips off site, fill hole with topsoil if in landscape area or clean fill if in paved area, unless shown otherwise on the Contract Drawings.

3. Removal includes granular base course material to existing sub-grade unless approved by the City for re-use on the site.
4. Remove material without damaging adjacent pavements which are to remain. Make clean, sharp saw cut before starting removal Work. Be responsible for making good damaged surfaces.
5. Remove other materials and surfaces as indicated on the Contract Drawings.
6. Temporarily remove any existing fences as required to facilitate new construction Work. Re-install at the completion of construction to as new condition.

### 3.2 **ROUGH GRADING**

1. Where necessary strip topsoil, screen, and stockpile as directed. Remove all stones, clay clods and debris exceeding 50mm in dimension. Do not handle topsoil when saturated.
2. Cut back areas that are to be lowered to the grades shown on the Contract Drawings, allowing for the placement of topsoil and/or specified materials. Obtain the written approval of the City before using excavated material as fill. Prior to placing fill material, scarify the existing grade to a minimum depth of 75mm (3").
3. Where existing grade is to be raised, supply and place fill material approved by the City in progressive 150mm (6") lifts (loose material depth). Compact each lift as per Form 900 of the City's Construction and Material Specification Manual (latest edition) before placing subsequent layers.
4. Provide finished rough grade parallel to finished grade, allowing for the placing of the specified surface material and base and to a tolerance of plus or minus 50mm (2"), and compact before placing subsequent layers. Compact based on final surface treatment as per **Form 900** of the City's Construction and Material Specification Manual (latest version).

### 3.3 **GENERAL EXCAVATION**

1. Stake out the locations of all items requiring excavation and obtain the approval of the City before commencing Work.
2. Dispose of excavated material off site unless it is approved for use as fill material or backfilling material by the City.

## SECTION 31 22 13 – EARTHWORKS

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3. Excavate to the elevations and dimensions indicated or required for construction Work. All depths detailed are shown depth after compaction.
4. Obtain the approval of the City of all excavations before proceeding with construction activities.
5. Where bearing capacity of the subsoil appears to be insufficient, obtain the written approval of the City to have soil investigations carried out. Costs for such testing, if required, will be paid by the City, at cost.
6. Excavation exceeding that shown on the Contract Drawings, if authorized in writing by the City, will be paid as extra to the contract price in accordance with the General Conditions. Quantities will be calculated in place. Truckload measurement is not acceptable.
7. Correct unauthorized excavation at no extra cost.
8. Do not disturb soil within the branch spread of trees or shrubs that are to remain. If excavating through roots, excavate by hand and cut all roots with a sharp handsaw or chain saw. Do NOT seal cuts with tree wound dressing. Where excavation results in the loss of more than 20% of the root system of any tree, the plant material shall be top pruned by a qualified arborist to compensate for root loss. Pay all costs incurred.

### **3.4 SHAPING AND BLENDING**

1. All proposed Works are to be integrated and blended into the existing landscape terrain in a uniform and smooth manner to the satisfaction of the Project Manager.
2. Unless shown otherwise on the Contract Drawings, the following guidelines shall be observed:
  - a. all earthworks shall be fine graded to allow the placement of sod or other specified paving materials such that the sod/paving materials meet the finish level of adjacent walkways, slabs, top of curbs, etc.
  - b. integrate new curbs and walkways to existing grades gently matching the lay of the land and meeting existing conditions with a smooth transition. Round top and bottom of slopes. Cut in new sod to existing grass where applicable.
  - c. Maximum slopes of berms and steep slopes shall be 1:4 (25%).
  - d. Maximum slopes of tie-ins to curbs and walkways shall be 1:10 (10%) for a minimum distance of 2m.

- e. Swales shall have gently rounded top and bottom transitions.
- f. All park grades must permit easy cutting from ride on grass cutting mowers.

**3.5 SURFACE DRAINAGE**

- 1. The Contractor shall not impede the existing surface drainage with the new Work. If surface drainage flow is going to be affected, notify the Project Manager and request direction on how to proceed.

**END OF SECTION**

**PART 1.0 - GENERAL**

**1.1 SCOPE OF WORK**

1. This Specification covers the requirements for the supply and installation of granular materials. The majority of the Work will require the Contractor to add a base granular course over undisturbed ground or compacted sub-grade.
2. The Contract is to provide for the construction and completion in every detail of the Work described. The Contractor is expected to examine carefully the site Work and all documents pertaining to its construction in order to verify the Work conditions and requirements established by the Project Manager. The Contractor shall furnish all labour, materials, equipment, tools transportation, and supplies required to complete the Work in accordance with the plans, Specifications and terms of the Contract.

**1.2 RELATED WORK SPECIFIED ELSEWHERE**

1. Section 31 22 13 - Earthworks

**1.3 QUALITY CONTROL**

1. The Contractor shall arrange for compaction tests to City of Hamilton requirements per the City's Construction and Materials Specification Manual (latest edition).
2. Costs for testing shall be borne by the City of Hamilton directly.
3. Testing shall be completed by qualified independent inspection and testing laboratory.
4. Provide adequate notice to permit scheduling of testing operations. Ensure Work is ready for testing procedures. Tests shall be conducted on the basis of:
  - a. One (1) test for every 200m<sup>2</sup>
5. Field measurements and field reports, and delivery ticket information shall be submitted to the Project Manager within 24 hours of the asphalt arriving to site. Copies of the delivery tickets shall be submitted to the Project Manager.
6. Final measurements and reports shall be submitted to the Project Manager for review within 5 business days of testing.
7. All granular base Work must be carried out to the standards of the City's Construction and Material Specifications Manual, latest edition.



**PART 2.0 – PRODUCTS**

**2.1 MATERIALS**

1. Aggregate: Crushed Limestone Granular “A”, “B”, “C”, as specified in Form 600 of the City’s Construction and Material Specification Manual, latest version. Compaction requirements are specified in Form 900 of the City’s Construction and Material Specification Manual, latest version.

**PART 3.0 - INSTALLATION**

**3.1 STAKEOUT AND PREPARATION**

1. Stake out location of area designated for asphalt paving.
2. Prior to excavation, obtain approval of stake out location from the Project Manager. Contact two (2) days in advance for approval of stake out.
3. Strip existing sod and native topsoil (if present) in area designated for paving and remove from site or distribute to site if not in a finished condition.
4. Excavate areas designated for paving to depth as shown on Contract Drawings.
5. Remove and dispose of excess excavated material from site. Retain enough topsoil to repair and blend areas subject to disturbance at no additional charge.
6. Set out Work to lines and levels shown on Contract Drawings. Maintain such lines and levels.
7. Shape areas to receive aggregate to required depth.

**3.2 SUB-GRADE**

1. Check sub-grade for stability and condition and report to Project Manager any problems or imperfections prior to assuming sub-grade for use as an access route or other purpose.
2. Ensure sub-grade is compacted as per Form 900 of the City’s Construction and Material Specifications Manual, latest edition.
3. Ensure that sub-grade preparation conforms to levels and compaction required to allow for installation of granular base.
4. Soft or unstable areas shall be removed, filled with stable granular materials, compacted and tested as deemed required by the Project Manager.

**3.3 GRANULAR SUB-BASE**

1. Exercise due care at all times to prevent granular materials from becoming contaminated by clay and topsoil or other types of deleterious materials.
2. Place materials immediately following sub-grade approval by the Project Manager and as follows:
  1. To required width and thickness in layers not exceeding 150 mm (6") compacted thickness for Granular "B" and "C" and 100 mm (4") for Granular "A".
  2. Compact granular sub-base as specified in Form 900 of the City's Construction and Material Specifications Manual, latest edition.
  3. Sprinkle materials with water when required to obtain optimum compaction.
  4. Use only water methods for dust control.
  5. Grade, shape and compact surface of uppermost layer of granular material to produce required contour of surface.
  6. Finished surface shall not deviate more than 30 mm.
  7. Surface shall not deviate more than 10mm (1/2") at any pace on a 3m (10ft) template.
  8. Ensure no ponding occurs on finished surfaces.

**END OF SECTION**

**PART 1.0 - GENERAL**

**1.1 DESCRIPTION**

1. This section specifies the supply and installation of concrete formwork.
2. Related works elsewhere:
  - a. Cast-in-place concrete Section 03 30 00
  - B. Concrete reinforcement Section 03 20 00

**1.2 QUALITY ASSURANCE**

1. Provide a system of quality control to ensure that the grades and minimum standards specified herein are attained.
2. All formwork shall be approved by the Project Manager prior to the pouring of concrete.
3. Bring to the attention of the Project Manager any defects in the Work or departure from the Contract Documents which may occur during Construction. The Project Manager will decide upon corrective action and state their recommendations in writing.

**1.3 STANDARDS**

1. Perform Work to the following standards and requirements, as applicable.
2. In this specification, C&MSM refers to the City of Hamilton Public Works Construction and Materials Specifications Manual (latest version).
3. OPSS refers to the Ontario Provincial Standard Specification.
4. The C&MSM takes precedence over the OPSS.
5. Requirements of Regulatory Agencies:
  - a. CAN/CSA A23.1/A23.2 - Concrete materials and methods of concrete construction/Test methods and standard practices for concrete
  - b. CSA O121 - Douglas Fir Plywood
  - c. CSA S269.1 – Falsework and Formwork
  - d. CAN/CSA-S269.3 – Concrete Formwork
  - e. CAN O86 - Engineering Design in Wood
  - f. CSA O151 - Canadian Softwood Plywood

**1.4 TOLERANCES**

1. Perform forming operations and place hardware so that finished concrete will be within the tolerances set out in CAN/CSA A23.1/A23.2.
2. These tolerances are acceptable with regard to visual and structural requirements. Interfacing tolerances may not be compatible with the above. Review and coordinate interfacing tolerances so that the various elements come together properly.

**1.5 DESIGN OF FORMS AND RESHORING**

1. Design forms and reshoring to safely support vertical and lateral loads until they can be supported by the structure.
2. Design formwork for loads and lateral pressures recommended in ACI 347R.

**PART 2.0 - PRODUCTS**

**2.1 MATERIALS**

1. Formwork Lumber: plywood and work formwork materials specified standard. May use prefabricated steel forms free of dents and deformations for exposed concrete. Used formwork may be used for surfaces which will be concealed.
2. Form Ties: removable or snap-off metal ties, fixed or adjustable length, free of devices leaving holes larger than 25 mm diameter in concrete surface, formed to break 25mm (1") from surface of concrete after form removal, with minimum working strength of 13 kN. Wire ties shall not be used.
3. Form Liner: Plywood: high density overlay Douglas Fir.
4. Form Release Agent: chemically active release agents containing compounds that react with free lime in concrete resulting in water insoluble soaps.
5. Form Stripping Agent: colourless mineral oil, free of kerosene, with viscosity between 70 and 110s Saybolt Universal 15 to 24 mm<sup>2</sup>/s at 40° C, flash point minimum 150°open cup.
6. Falsework Materials: to CSA S269.1.

**PART 3.0 - EXECUTION**

**3.1 FORMWORK**

1. Verify lines, levels, column centres, and all dimensions before proceeding with formwork. Design, erect, support, brace and maintain formwork to safely support vertical and lateral loads until they can be supported by the structure.
2. Erect formwork to standard in this specification except where indicated otherwise. Do not leave lumber in concrete. Clean formwork in accordance with CAN/CSA A23.1/A23.2 before placing concrete.
3. Construct forms to produce finished concrete conforming to shape, texture, dimensions, locations, and levels indicated within tolerances required by CAN/CSA A23.1/A23.2. Set anchor bolts, templates, steel connection units or other inserts into the forms and secure them rigidly so that they do not become displaced during concreting.
4. Align form joints and make watertight. Keep form joints to minimum.
5. Use 1" chamfer strips on external corners of beams, joints and columns.
6. Apply release agent by spray in accordance with manufacturer's recommendations. Ensure surfaces of form receive uniform coating.
7. All concrete Work exposed to view follow indicated pattern on drawings for tie rod locations and joints in formwork. In the absence of drawing, centre pattern on wall and make all joints equal in length and height. Obtain approval from the Project Manager for location and details of construction joints not shown.
8. Design, erect, maintain and remove all temporary Works required. Coordinate such Work with the Project Manager. Provide temporary bracing, supports and/or other installations necessary to maintain plumbness, true alignment and stability of the structure and all its parts throughout all erection stages.
9. Form footing sides unless footings are shown to be placed against undisturbed soil.
10. Sleeves, Chases, and Formed Openings
  - a. Form chases slots, openings, drips, recesses, expansion and control joints as indicated.
  - b. All openings, sleeves, recesses are not necessarily shown on the structural drawings nor are their sizes or locations shown. Refer to architectural,

## **SECTION 03 11 00 – CONCRETE FORMWORK**

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mechanical and electrical drawings for openings and sleeving requirements not show, located and dimensioned on the structural drawings.

- c. No sleeves, chases and openings through structural members shall be formed without the Project Manager's approval.
  - d. Where pipes or services pass through walls or slabs, form the openings by an approved sleeve or form as necessary, except where such openings are specified to be formed or sleeved by the appropriate trade. Form chases or recesses as shown or required.
11. Leave formwork in place for a minimum of five (5) days following the placement of concrete.

### **3.2 STRIPPING FORMWORK**

- 1. Forms may be removed after three (3) days from date of placing concrete.
- 2. Be responsible for safety of structure, both before and after removal of forms until concrete has reached its specified 28 day compressive strength.

### **3.3 NOTIFICATION**

- 1. Prior to commencing significant segments of the Work, give the Project Manager and independent inspection and testing agencies appropriate notification to afford them reasonable opportunity to review the Work. Failure to meet this requirement may be cause for the Project Manager to classify the Work as defective.

**END OF SECTION**

**PART 1.0 - GENERAL**

**1.1 DESCRIPTION**

1. This section specifies the supply and installation of concrete reinforcement.
2. Related works elsewhere:
  - a. Concrete formwork: Section 03 11 00
  - b. Cast-in-place concrete Section 03 30 00

**1.2 QUALITY ASSURANCE**

1. Provide a system of quality control to ensure that the depths and minimum standards specified herein are attained.
2. The Contractor shall coordinate with the Project Manager for inspection of the concrete reinforcement.
3. Costs for inspections shall be borne by the City of Hamilton directly.
4. Provide adequate notice to permit scheduling of inspection operations. Ensure Work is ready for inspection procedures.
5. Field measurements and reports shall be submitted to the Project Manager prior to the pouring of concrete.
6. Final measurements and reports shall be submitted to the Project Manager for review within five (5) business days of inspections.
7. All concrete Work must be carried out to the standards of the City's Construction and Material Specifications Manual, latest version (unless otherwise noted in the Contract drawings).
8. Bring to the attention of the Project Manager any defects in the Work or departure from the Contract Documents which may occur during Construction. The Project Manager will decide upon corrective action and state their recommendations in writing.

**1.3 STANDARDS**

1. Perform Work to the following standards and requirements, as applicable.
2. In this specification, C&MSM refers to the City of Hamilton Public Works Construction & Materials Specifications Manual, latest version.

## SECTION 03 20 00 – CONCRETE REINFORCEMENT

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3. OPSS refers to the Ontario Provincial Standard Specification.
4. The C&MSM takes precedence over the OPSS.
5. Do falsework in accordance with CSA S269.1, except where specified otherwise.
6. Conform with the requirements of the Ontario Building Code, latest edition, and the following:
  - a. A.C.I. 315R - Manual of Standard of Practice for Detailing Reinforced Concrete.
  - b. CAN/CSA A.23.1/23.2 - Concrete materials and methods of concrete construction/Test methods and standard practices for concrete
  - c. CAN/CSA-A.23.3 - Design of Concrete Structures for Buildings, Canadian Standards Association.
  - d. CAN/CSA-G30.18 - series of standards for Concrete Reinforcement, Canadian Standards Association.
  - e. CSA W186 - Welding of Reinforcing Bars in Reinforced Concrete Construction
  - f. C.R.S.I. Recommended Practice for Placing Reinforcing Bars, latest edition.
  - g. OPSS 1442 - Material Specification for Epoxy Coated Reinforcing Steel Bars for Concrete
  - h. OPSS.MUNI 1440 – Material Specification for Steel Reinforcement for Concrete
  - i. OPSS.MUNI 905 – Construction Specification for Steel Reinforcement of Concrete.
  - j. R.S.I.C. Reinforcing Steel Manual of Standard Practice.
  - k. R.S.I.O. Manual of Standard Practice.

Where the above standards disagree, the strictest requirements shall govern, except as specified otherwise herein.

### 1.4 **TOLERANCES**

1. Perform fabrication and setting so that completed Work will be within the tolerances set out in this Specification.
2. These tolerances are acceptable with regard to structural requirements. Interfacing tolerances may not be compatible with the above. Review and coordinate interfacing tolerances so that the various elements come together properly.

### 1.5 **SUBMITTALS**

1. Shop Drawings for reinforcement:



## SECTION 03 20 00 – CONCRETE REINFORCEMENT

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- .1 Prepare reinforcement placing drawings and bar lists taking into account all openings and recesses.
  - .2 Prepare placing drawings in a clear complete manner that will permit placing of reinforcement to be performed without reference to Contract drawings. Do not reproduce the structural drawings.
  - .3 Detail reinforcement in accordance with the Contract Documents, and these Specifications.
  - .4 Except as noted otherwise on the drawings, provide standard hook on reinforcement.
  - .5 Amongst other items, indicate the following:
    - a. Bar Sizes
    - b. Spacing
    - c. Location and quantities of reinforcing
    - d. Mesh
    - e. Chairs
    - f. Spacers
    - g. Hangers
  - .6 Identify each bar with a code mark corresponding to the bar lists. Indicate minimum clearances between reinforcement and minimum concrete protection to reinforcement.
  - .7 Identify epoxy coated reinforcement.
  - .8 Indicate location and embedment of dowels.
  - .9 Indicate location, number and type of support accessories, including support bars suitably sized and space to rigidly support the weight of reinforcement and construction loads.
2. Certificates
- .1 Steel of Canadian Manufacture: Mill test certificates properly correlated to the reinforcement used for fabrication. Test shall show physical and chemical analysis, minimum 5 weeks prior to commencing reinforcing work.
  - .2 Steel of other than Canadian Manufacture: Test data that each size and grade of reinforcement proposed meets specification requirements. Reinforcement approved for use by the Project Manager shall be identified in a manner suitable to the Project Manager. Only steel that has been approved will be accepted on Job Site.

.3 Substitutions

- .3.1 Substitution of different size bars permitted only upon written approval of Project Manager.

**1.6 PRODUCT DELIVERY, STORAGE AND HANDLING**

1. Stockpile construction materials in locations designated by the City.
2. Deliver materials to job site in dry condition. Keep materials dry until use.

**PART 2.0 - PRODUCTS**

**2.1 MATERIALS**

1. Reinforcement: Deformed steel to these standards and to the material specification shown on the Contract Drawings.

If not specified on the Contract Drawings, the following specifications shall be used:

- a. Bars: Conform to OPSS 1442 and OPSS.MUNI 1440. Reinforcement grade of 400.
  - b. Welded Steel Wire Fabric: Conform to OPSS.MUNI 1440
  - c. Deformed Steel Wire: Conforming to CSA W186
2. Epoxy Coating for Reinforcement: An electrostatic application of epoxy protective coating conforming to OPSS 1442.
  3. Welded Wire Fabric: As per the standards in this Specification. Flat sheets only.
  4. Support Accessories:
    1. Chairs, bolsters or spacers of sufficient strength to rigidly support the weight of reinforcement and construction loads.
    2. Cold-drawn annealed steel tie wires and support accessories for epoxy coated reinforcement shall be epoxy coated.
  5. All reinforcing material shall be clean and free of dirt, oil, loose rust, and any other coating that would reduce bond.
  6. Metal ties and anchors: to CSA S304.

**PART 3.0 - EXECUTION**

**3.1 NOTIFICATION**

1. Prior to commencing significant segments of the Work, give the Project Manager and independent inspection and testing agencies appropriate notification to afford them reasonable opportunity to review the Work. Failure to meet this requirement may be cause for the Project Manager to classify the Work as defective.

**3.2 DEFECTIVE MATERIALS AND WORKMANSHIP**

1. Where factual evidence exists that defective workmanship has occurred or that Work has been carried out incorporating defective materials, the Project Manager may have tests, inspections or surveys performed, analytical calculation of structural strength made, and the like, in order to help determine whether the Work must be replaced. Tests, inspections or surveys carried out under these circumstances will be made at the Contractor's expense, regardless of their results, which may be such that, in the Project Manager's opinion, the Work may be acceptable.
2. All testing shall be conducted in accordance with the requirements of the Ontario Building Code, except where this would in the Project Manager's opinion cause undue delay or give results not representative of the rejected material in place. In this case, these tests shall be conducted in accordance with the standards given by the Project Manager.
3. Materials or workmanship which fail to meet specified requirements may be rejected by the Project Manager whenever found at any time prior to final acceptance of the Work regardless of previous inspection. If rejected, defective materials or Work incorporating defective materials or workmanship shall be promptly removed and replace or repaired to the satisfaction of the Project Manager, at no expense to the City.

**3.3 FABRICATION**

1. Fabricate reinforcing in accordance to the standards in this Specification.
2. Identify with a metal tag each bar with code mark corresponding to that appearing on bar list.
3. Bend reinforcement once only and at room temperature. Do not straighten or re-bend reinforcement. Do not use bars with kinks or bends not show on Contract Drawings.
4. Replace bars which develop cracks or splits.

**3.4 PLACING**

1. Place reinforcing steel where required as indicated on approved Contract Drawings and in accordance with CAN/CSA A23.1/A23.2.
2. Prior to concreting, place reinforcement, support and secure against displacement. Tolerances shall be non-cumulative.
3. Conform to requirements shown for concrete cover to reinforcement:
  - a. Surfaces poured against ground: 80 mm
  - b. Formed surfaces exposed to ground or weather: 50 mm
  - c. Formed wall surfaces not exposed to ground or weather: 25 mm
  - d. Formed beam or column surfaces not exposed to ground or weather: 40mm
4. Place reinforcement accurately and secure against displacement by using annealed iron wire ties or clips, or otherwise specified, at intersections. Tack welding of reinforcement to secure in place will not be permitted.
5. Secure reinforcement in walls using sufficient spacers on each face to maintain the requisite distance between reinforcement and wall face and so that vertical bars are plumb. Provide a minimum of 10 mm diameter spreader bars spaced at 2m centers in both directions.
6. Do not drive or force reinforcement into fresh concrete.

**3.5 FIELD BENDING**

1. Do not field bend reinforcement except where indicated or authorized in writing by Project Manager.
2. When field bending is authorized, bend without heat, applying a slow and steady pressure.
3. Replace bars which develop cracks or splits.

**3.6 EPOXY COATED REINFORCING**

1. Provide epoxy coated reinforcing in all concrete exposed to de-icing chemicals including all framed slabs and exterior walls adjacent to walkways, whether or not covered with waterproof finishes.
2. All systems for handling, transporting and storing coated bars shall be such that the coating shall not be damaged. Bar to bar abrasion and excessive sagging

## **SECTION 03 20 00 – CONCRETE REINFORCEMENT**

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shall be prevented. Bars shall not be dropped or dragged and shall be stored on suitable non-metallic supports.

3. During and after the installation of the bars into their location in the deck, the Contractor shall repair all damaged portions of the coating with patching material. Any damaged accessories shall also be repaired.
4. All damaged areas of the coated reinforcing steel and metallic accessories shall be repaired before any rusting occurs. At their discretion, the Project Manager may require any damaged bars to be replaced instead of being repaired. If infrequent and small damaged areas do rust, the rust shall be completely removed by approved method before the areas are repaired.
5. Splices shall only be provided where shown on the Contract Drawings. No other splices will be permitted without written approval of the Project Manager. The cutting of coated bars by burning will not be permitted. The placing of the concrete shall be controlled such that the coating of the reinforcing steel is not damaged.
6. The welding of coated bars shall not be permitted.

### **3.7 WELDED WIRE FABRIC**

1. Where no reinforcement is shown, provide 152 x 152 W13.3.7/W13.3 (8/8) welded wire fabric at mid depth in slabs on grade or walks or toppings 60 mm in thickness or greater. Supply welded wire fabric in flat sheets.
2. Overlap ends and sides of fabric not less than 150 mm.
3. Ensure wire fabric is supported in place with appropriate support accessory.

### **3.8 CONSTRUCTION JOINTS**

1. Obtain approval from the Project Manager for locating and details of construction joints not shown.
2. Continue reinforcement through the joint in its normal position. Add additional reinforcement across the joint as shown or directed.

**END OF SECTION**

**PART 1.0 - GENERAL**

**1.1 DESCRIPTION**

1. This section specifies placement, finishing and joint fillers for cast-in-place concrete.
2. Related works elsewhere:
  - a. Concrete Formwork: Section 03 11 00
  - b. Concrete Reinforcement: Section 03 20 00

**1.2 QUALITY ASSURANCE**

1. Provide a system of quality control to ensure that the depths and minimum standards specified herein are attained.
2. The Contractor shall coordinate with the Project Manager concrete slump, temperature, cast air content, and strength (cylinder) tests. Please see the City's Construction and Materials Specification Manual (latest version).
3. Costs for testing shall be borne by the City of Hamilton directly.
4. Testing shall be completed by qualified independent inspection and testing laboratory.
5. Provide adequate notice to permit scheduling of testing operations. Ensure Work is ready for testing procedures.
6. Field measurements, field reports, and delivery ticket information shall be submitted to the Project Manager within 24 hours of the concrete arriving to site. Copies of the delivery tickets shall be submitted to the Project Manager.
7. Final measurements and reports shall be submitted to the Project Manager for review within five (5) business days of testing.
8. All concrete work must be carried out to the standards of the City's Construction and Material Specifications Manual, latest version (unless otherwise noted in the Contract drawings).
9. Bring to the attention of the Project Manager any defects in the work or departure from the Contract Documents which may occur during Construction. The Project Manager will decide upon corrective action and state their recommendations in writing.

## **SECTION 03 30 00 – CAST-IN-PLACE CONCRETE**

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### **1.3 STANDARDS**

1. Perform Work to the following standards and requirements, as applicable.
2. In this Specification, C&MSM refers to the City of Hamilton Public Works Construction and Materials Specifications Manual (latest version).
3. OPSS refers to the Ontario Provincial Standard Specification.
4. The C&MSM takes precedence over the OPSS.
5. Requirements of Regulatory Agencies:
  - a. CAN/CSA A.23.1/A23.2 - Concrete materials and methods of concrete construction/Test methods and standard practices for concrete
  - b. CAN/CSA-A.23.3 - Design of Concrete Structures for Buildings, Canadian Standards Association.

Where the above standards disagree, the strictest requirements shall govern, except as specified otherwise herein.

## **PART 2.0 - PRODUCTS**

### **2.1 MATERIALS**

1. Concrete Materials: Conform to standards specified above, except as specified otherwise.
2. Steel Reinforcement (if applicable): See Section 03 20 00.
3. Cement Dispersing Agent: Conform to ASTM C494/C494M, Pozzolith by Master Buildings Ltd., or WRDA by W.R. Grace & Co. Ltd, or equivalent.
4. Acrylic/Latex Additive:

Acrylic or Latex or combination additive to increase the flexural and tensile strength of concrete, as manufactured by Alvert Chemical Co. Ltd., W.R. Meadows of Canada Ltd., or Sika Canada Limited, or equivalent.
5. Joint Filler: Premoulded bituminous impregnated fibre type, 12mm thickness to full depth of slab, conforming to ASTM D1751, latest edition.
6. Asphalt expansion joint in sidewalk: conforming to ASTM D994/D994M.
7. Porous Fill (under slab on grade): As per C&MSM.

## SECTION 03 30 00 – CAST-IN-PLACE CONCRETE

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8. Non-Shrink Grout: Non-shrink Grout: premixed compound consisting of non-metallic aggregate, Portland cement, water reducing and plasticizing agents, of pouring consistency, capable of development compressive strength of 32 MPa at 28 days.
9. Waterstops: Extrusions of plasticized PVC low temperature compound to sizes and shapes required for complete watertight performance, by W.R. Meadows of Canada Ltd, W.R. Grace and Co. of Canada Ltd., or J.E. Goodman Sales Ltd. Where casting against existing concrete, use Volclay waterstop by CETCO or equivalent.
9. Formwork and falsework: Per Specification Section 03 11 00.
10. Form stripping agent: colourless mineral oil, free of kerosene, with viscosity between 70 and 110 s Satbolt Universal, 15 to 24 mm<sup>2</sup>/s at 40 degrees c, flashpoint minimum 150 degrees c, open cup.
11. Metal ties and anchors: to CSA S304.

### 2.2. **MIXES**

1. Design the mix, including ready-mixed, in accordance with CAN/CSA A23.1/A23.2, the C&MSM (latest version), and as follows:
  - a. Cement Type: Normal Portland cement, Type 10 to C&MSM, Form 700.
  - b. Compressive Strength: As indicated on Drawings. Unless otherwise indicated, the concrete strength shall be 32 MPa.
  - c. Class of Exposure: Conform to Table 2 of CAN/CSA A23.1/A23.2.
  - d. Coarse Aggregate: According to C&MSM, Form 700.
  - e. Slumps: Maximum and minimum slumps at point of discharge shall be 80 +/- 20mm for foundation walls, slab on pans, footings and slabs on compacted fill; 100 +/- 80mm for columns, reinforced slabs and 50 +/- 20mm for pavements and concrete topping. Design concrete so that material will not segregate and excessive bleeding will not occur.
  - f. Air Content: To meet the requirements of Tables 2 and 4 of CAN/CSA A23.1/A23.2 according to class of exposure, 5 - 7% for concrete exposed to freeze and thaw cycle.
  - g. Cement Dispersing Agent: Use cement dispersing agent for increased workability of mix, in accordance with manufacturer's directions.



## SECTION 03 30 00 – CAST-IN-PLACE CONCRETE

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- h. Maximum and Minimum Mass of Air Dry Concrete: For normal mass concrete, 190 kg/m.
- i. Concrete for Mechanical and Electrical Work: In accordance with CAN/CSA A23.1/A23.2, air entrained with 5 - 7% air content if exterior, ASTM C260/C260M, 37.5mm max. size of aggregate, 15 MPa compressive strength, unless otherwise indicated on Contract Drawings.

### **PART 3.0 - EXECUTION**

#### **3.1 GENERAL**

1. Read Specifications in conjunction with Contract Drawings. Contract Drawings are not to be scaled. Before proceeding check all dimensions shown on drawings.
2. Typical details shown on the Contract Drawings shall govern the work.
3. Removal includes granular base course material to existing sub-grade unless approved by the City for re-use on the site.
4. Layout all the work prior to any excavation and receive Project Manager's approval before commencing excavation. Receive Project Manager's approval at each stage of construction before proceeding to the next stage.
5. Do not place concrete during or prior to rain. If rain occurs after placing and before initial set of concrete, cover with waterproof, non-staining covering material until set.
6. When concrete is placed in temperatures lower than 4°C, or likely to be lower than 4°C, protect the freshly placed concrete from freezing by adequate coverings (e.g. tarpaulins) and insulation if required and the addition of heat. Concrete, when placed, shall have a temperature of not less than 16°C, nor more than 32°C for first 4 days, and minimum 10°C for following 2 days. No salt or other chemical will be allowed in the mix to reduce the freezing point of the concrete.
7. When ready-mixed (mixed in transit) concrete is used, the discharge of the concrete shall be complete within a period of 1 hour after the mixing water has been added to the dry material, except when concrete materials are heated, in which case this period shall be reduced to 30 minutes. All concrete delivered at air temperature below 4°C shall have a temperature at the Work of not less than 16°C or more than 32°C.

**3.2 EXCAVATION**

1. Excavation and foundation work shall conform to the current edition of the Ontario Building Code Section 4.2 as well as 31 22 13 and SP211.
2. Underside of all exterior Work (footings, beams, etc.) shall be protected against frost action by not less than 4'-0" of the earth or equivalent at all times.
3. Do not disturb soil within the branch spread of trees or shrubs that are to remain. If excavating through roots, excavate by hand and cut all roots with a sharp handsaw or chain saw. Seal cuts with approved tree wound dressing. Where excavation results in the loss of more than 20% of the root system of any tree, have the plant material top pruned by a qualified arborist to compensate for root loss. Pay all costs incurred.

**3.3 CONCRETE PLACEMENT**

1. Ensure reinforcement and inserts are not disturbed during concrete placement.
2. Prior to placing of concrete obtain Project Manager's approval of proposed method for protection of concrete during placing and curing in adverse weather.
3. Maintain accurate records of poured concrete items to indicate date, location of pour, quality, air temperature and test samples taken.
4. In locations where new concrete is dowelled to existing Work, drill holes in existing concrete. Place steel dowels and pack solidly with non-shrink grout to positively position and anchor dowels.
5. Set sleeves, ducts, pipes or other openings as indicated or specified elsewhere.
6. Do not eliminate or displace reinforcement to accommodate hardware. If inserts cannot be located as specified, obtain approval of all modifications from Project Manager before placing of concrete.

**3.4 FINISHING**

1. Finish concrete in accordance with CAN/CSA A23.1/A23.2. Refer honeycombed areas to the Project Manager for inspection and repair or replace if instructed to do so.
2. Bring the surfaces of all exposed concrete to a smooth rubbed finish not later than 5-6 hours after removal of forms and in accordance with CAN/CSA A23.1/A23.2.

## **SECTION 03 30 00 – CAST-IN-PLACE CONCRETE**

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3. The producing of smooth surfaces by means of cement plaster will not be permitted unless otherwise specified or scheduled.
4. Make good all temporary openings left in concrete Work for pipes, conduit, ducts, shoring and other such Work during construction using a mix or mortar of the same proportions as the surrounding Work, reinforced with wire mesh as required, and finish to match surrounding Work. Carry out patching as specified in C&MSM (latest version).
5. Protect concrete and other Work from marking and other damage. Until set, the Contractor is expected to remain on site to ensure that no vandalism occurs during the initial curing stage.

**END OF SECTION**

**PART 1.0 GENERAL**

**1.1 DESCRIPTION**

1. Bleacher design and layout to be as follows (or approved equivalent)
  - W.H. Reynolds Cambridge Ltd. (The Bleacher Guys)  
P.O. Box 32144  
58 Cowansview Road, Cambridge, ON  
N3H 5M2  
Attention: Ethan Latimer, General Manager  
[ethan@bleacherguys.com](mailto:ethan@bleacherguys.com)  
(519)-653-9721
  - Sports Systems Canada  
28 Industrial Drive, Almonte, ON  
K0A 1A0  
Attention: Alex Jackson, Senior Account Manager  
[alexjackson@ssci.ca](mailto:alexjackson@ssci.ca)  
1-877-600-4667 ext. 115
2. Design, fabrication, engineering and installation of continuous angle frame bleacher assembly, including the following:
  1. Foundation slab
  2. Galvanized steel framing members
  3. Aluminum planking system
  4. Handrail and guardrail system
  5. Elevated spectator platform (to fit a minimum of 6 people)
  6. Ramps and walkways for accessibility
3. Dimensions and Capacities:
  1. Number of seating rows: minimum 10
  2. Number of seats available: minimum net 500 seats
  3. Height above grade of elevated front walkway: minimum 30"
  4. Number of aisles: minimum 2
  5. Number of accessibility ramps: 1
  6. Number of deck level accessible notched out seating areas: 2.5%
  7. Number of exit stairs from elevated front deck: 2
4. Design Compliance:
  1. Design grandstands in accordance with the requirements of the 2015 National Building Code of Canada (where applicable)

## SECTION 13 12 05 – CONTINUOUS ANGLE FRAME BLEACHERS

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2. Design grandstands in accordance with the requirements of the 2012 Ontario Building Code (where applicable)
3. Design grandstands in accordance with the requirements of the 2015 AODA Accessibility for Ontarians with Disabilities Act (where applicable)
4. Design grandstands in accordance with the ICC 300-2012 Standard for Bleachers, Folding and Telescopic Seating, and Grandstands (where applicable)
5. Design grandstands in accordance with the 2010 ADA Americans with Disabilities Act (where applicable)

### 1.2 **REFERENCES**

1. American Society for Testing and Materials International (ASTM)
  - .1 ASTM A 36/A36M-08 Specification for Structural Steel
  - .2 ASTM B695-04(2009) Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel
  - .3 ASTM B26/B26M-09 Standard Specification for Aluminum Alloy Sand Castings
  - .4 ASTM B179-10 Standard Specification for Aluminum Alloys in Ingot and Molten Forms for Castings from All Casting Processes
  - .5 ASTM A307-14 Standard Specification for Carbon Steel Bolts, Studs and Threaded Rod
  - .6 ASTM A123/A123M Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
  - .8 ASTM B221-14 Standard Specification for Aluminum and Aluminum Alloy Extruded Bars, Rods, Wires, Profiles and Tubes
2. Canadian Standards Association (CSA International)
  - .1 CAN/CSA G40.20/G40.21-04 General Requirements for Rolled or Welded Steel Structural Quality
  - .2 CAN/CSA-G164-M92(R2003) Hot Dip Galvanizing of Irregularly Shaped Articles
  - .3 CAN/CSA-S16-01 Consolidation (R2007) Limit States Design of Steel Structures
  - .4 CAN/CSA-S157-05(2010) Strength Design in Aluminum
  - .5 CSA-S136, 1-05 Commentary on CSA Standards S136
  - .6 CSA W47.1-03 Certification of Companies for Fusion Welding of Steel Structures
  - .7 CSA W47.2-03 Certification of Companies for Fusion Welding of Aluminum
  - .8 CSA W48-06 Filler Metals and Allied Materials for Metal Arc Welding
  - .9 CSA W55.3-1965(R2008) Resistance Welding Qualification Code for Fabricators of Structural Members Used in Buildings
  - .10 CSA W59-03 Welded Steel Construction (Metal Arc Welding) Metric

- .11 CISC Handbook of Steel Constructors 8<sup>th</sup> Edition
- .12 CSA A23.1/A23.2-14 Concrete Materials and Methods of Concrete Construction

### **1.3 PERFORMANCE & DESIGN REQUIREMENTS**

1. Provide a complete grandstand system designed to have sufficient structural capacity to safely resist all loads, effects of loads and influences that may be reasonably expected and at a minimum the following loads including the self weight:
  - .1 Framing Members: Live Load: 4.8 KPa
  - .2 Aluminum Decking System: Live Load: 4.8 KPa.
    - Horizontal force equal to not less than 0.3 kN for each metre length of seats acting parallel to each row of seats
    - Horizontal force equal to not less than 0.15 kN for each metre length of seats acting perpendicular to each row of seats
    - Based on the assumption that these forces are acting independently of each
  - .3 Aluminum Seat Planks: Live Load: Uniform distributed load of 1.75 kN for each linear metre or for a concentrated load of 2.2 kN distributed over a length of 750 mm whichever produces the most critical effect
  - .4 Guardrails: Horizontal load applied at the top of the guard: 3.0 kN/m for means of egress, 0.75 kN.m or a concentrated load of 1.0 kN applied at any point for non-egress.
    - Vertical load applied at the top of the guard: 1.5 kN/m need not be considered to act simultaneously with the horizontal loads
  - .5 Pickets or Panels: Horizontal load of 0.5 kN applied over an area of 100 mm by 100 mm so as to produce the most critical effect. This load need not be considered to act simultaneously with the guardrail loads
  - .6 Handrails: Concentrated load of 0.9 kN applied at any point and in any direction
    - Uniform load of 0.7 kN/m applied in any direction to the handrail

### **1.4 SUBMITTALS**

1. Upon award of this Contract, contractor's must submit manufacture's approved shop drawings signed and sealed by a licensed professional engineer registered to practice in the province for each of the following grandstand components (if applicable): primary and secondary framing, bracing, decking, supports for seats, aisle steps, aisle handrails, hardware, ramp and stair framing, handrails and guardrails, and all structural load calculations (live, dead, and wind loads).

**1.5 QUALITY ASSURANCE**

1. Codes and Standards: Design, fabrication and installation shall be in accordance with the latest editions of all codes and standards referenced in this Specification.
2. Installer Qualifications: Experienced erectors specialized in installing bleachers of similar size and scope described for this project.
3. Welders: Certified to CWB requirements of CSA specification 47.1 (Steel) and 47.2 (Aluminum)
4. Delivery: All components are not to be damaged during delivery. Package components accordingly and store items in a manner to prevent staining, denting and other visible damage. Mill finished aluminum must be properly stored on site during installation process to ensure that discolouration of material does not occur due to moisture entrapment.

**1.6 WARRANTY**

1. Neither the final payment, nor any provisions in the Contract Document shall relieve the Contractor from responsibility for faulty materials or workmanship which appear within a period of one year from the date of acceptance of the Work, or such other warranty periods as may be specified for parts of the Work, and the Contractor shall remedy any defect due thereto and pay for any damage to other work resulting therefrom which appear within such warranty periods.

The Contractor will be responsible for extended warranty periods on equipment and materials as outlined in the Specifications. Warranties shall be provided for all-inclusive replacement including all costs for labour and materials upon failure.

Any extended warranties required beyond the one year warranty period shall be as specified in the Contract Documents. Extended warranties shall be issued by the warrantor to the benefit of the Owner. The Contractor's responsibilities with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor.

2. Anodized finishes of aluminum plank extrusions are warranted for a period of three years against loss of structural strength or finish deterioration due to weather or UV exposure. Discolouration of mill finished aluminum due to galvanic reaction is not covered.

## **PART 2.0 PRODUCTS**

### **2.0 SUPPORTING MEMBERS (FRAMEWORK)**

1. Main supporting members (stringers) shall be welded angle frame design and hot dipped galvanized after fabrication/ Stringer spacing not to exceed 6'-0" (1830 mm) on centre (maximum)
2. Frames shall be laterally supported with double angle aluminum cross bracing

### **2.1 ALUMINUM PLANKING SYSTEM**

1. Planking system to consist of nominal 2" x 10" 6063-T6 aluminum extrusion for seating, footboard, aisle steps, platform decking and ramp decking. All footboard areas to feature double wide nominal 2" x 10" planking.
2. Riser planking to consist of 1" x 6" 6063-T6 aluminum extrusion mill finish.
3. Seat planking to be nominal 2" x 10" 6063-T6 aluminum extrusion with clear anodized finish. **Seat planking to be capped at both ends with black polycarbonate end cap inserts. Aluminum end caps that encapsulate the outside of the planks are not acceptable.**
4. All planking to be furnished with heavy-duty end caps fastened to the underside of the plank with rivets. All planking to be secured using hidden clip (6063-T6) aluminum fastening system. All hardware used in plank fastening shall conform to ASTM A307-14.
5. All walking surfaces to be non-slip, including tactile strips for visibility and differentiation between each step and seat.
6. Aisles: Shall be designed to meet applicable code and egress requirements. All aisles shall have extruded aluminum powder coated nosing specially designed to allow for safe navigation of staircases.
7. Aisle Handrails: one-piece shop bent aluminum pipe.

### **2.2 GUARDRAILS & HANDRAILS**

1. Guardrails furnished on sides, back and front of grandstand and on stairs and ramps as required in accordance with applicable code requirements.
2. All pipe shall be 1-1/4" NPS (1.66" O.D.) anodized aluminum with appropriate joiners and elbows at corners. Secured to angle rail posts with galvanized fasteners.



## **SECTION 13 12 05 – CONTINUOUS ANGLE FRAME BLEACHERS**

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3. Guardrails not less than 36” (914 mm) vertically above the centre of adjacent seat board surface and not less than 42” (1067 mm) above the centre of adjacent footboard shall be provided at the back, sides and front of grandstand. Standard guard is pipe rail arrangement with 2” x 2” 9 gauge galvanized chain link fencing fastened in place with aluminum ties, galvanized tension bars and aluminum rail clamps.
4. Handrails shall be continuous, one piece shop bent 1.66” O.D. aluminum pipe with clear anodized finish.
5. Guardrail and handrail pipe to feature 10 micron clear anodized finish.

### **2.3 FOUNDATION SYSTEM**

General Requirements:

1. The site on which the bleachers shall be placed should consist of a minimum bearing capacity of 50 kPa (1000 psf.)

Methods of Anchoring:

1. Bleachers must be anchored to resist the wind loads calculated in accordance with applicable code requirements.

## **PART 3.0 EXECUTION**

### **3.0 INSTALLATION**

1. All Work must be performed by factory trained technicians and installers experienced in bleacher installations.
2. Carry out installation as per the manufacturer’s approved shop drawings and written instructions.
3. No structural members are to be field cut, altered or drilled without written approval from the manufacturer’s professional engineer.
4. After installation, grandstand shall be inspected for proper alignment and function.

**END OF SECTION**

**PART 1.0 - GENERAL**

**1.1 DESCRIPTION**

1. This section specifies the supply and placing of topsoil and cultivated sod.

**1.2 QUALITY ASSURANCE**

1. The Contractor and/or Sub-Contractor must have five (5) years experience in sodding Work.

**1.3 PRODUCT DELIVERY, STORAGE AND HANDLING**

1. Deliver sod to site within 24 hours of being harvested and lay sod within 48 hours thereafter, depending on suitable weather conditions and in accordance with good horticultural practice.
2. Deliver, unload, and store on pallets. Schedule deliveries in order to keep storage at job site to a minimum without causing delays.
3. Small irregular or broken pieces of sod will not be accepted.

**1.4 INSPECTION**

1. Obtain the approval of the Project Manager of the finished topsoil surface before proceeding with sodding.

**1.5 ACCEPTANCE**

1. It is the Contractor's responsibility to maintain the sod in good condition until acceptance of all the Work of the entire Project.
2. At the time of acceptance the grass must be not more than 65mm high. Minimum acceptable cutting height is 45mm.
3. Acceptance will be given when the sod is properly rooted, free of bare and dead spots and reasonably free of weeds in the opinion of the Project Manager.
4. Replace any deteriorated sod with new sod at the direction of the Project Manager.

**1.6 TOPSOIL TEST**

1. The Contractor shall test all imported topsoil from all proposed sources.
2. Collect one (1) topsoil sample from each pile to be tested and provide to the testing lab according to the following guidelines:

## SECTION 02 93 03 – TOPSOIL AND SOD

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- a) each sample shall be min. one (1) litre in volume
  - b) obtain ¼ litre sample at a minimum of four (4) different locations within the main body of the pile and thoroughly mix together to create the 1 litre sample for testing.
  - c) label each sample with the name of the Project and location of the soil sample.
3. Arrange and pay for testing to be carried out by:
- Agri-Food Laboratories, 1-503 Imperial Rd. N., Guelph, Ont., N1H 6T9, 1-800-265-7175, tel: (519) 837-1600, fax: (519)837-1242, [www.agtest.com](http://www.agtest.com),
  - A&L Canada Laboratories Inc., 136 Jetstream Rd, London, Ont. N5V 3P5, tel: (519) 457-2575, fax: (519) 457-2664, email: [alcanadalabs@alcanada.com](mailto:alcanadalabs@alcanada.com)
  - or an independent testing company to be approved by the Project Manager prior to testing taking place.
4. Conduct a Basic Topsoil Test from each proposed source which includes: Soil Texture (% Sand, % Silt, % Clay), Total Salts, Organic Matter, pH, Bph, available Nitrogen, Phosphorus, Potassium, Magnesium, Calcium, CEC, Chloride, Sodium, and SAR. If topsoil source is from a former farm field, also conduct a test for Atrazene. Obtain recommendations for amendments and the quantities and type of fertilizers needed to eliminate the deficiencies made evident by the testing.
5. Submit the results of soil testing and fertiliser recommendations to the Project Manager for approval before commencing with the Work.
6. If the topsoil source is exhausted do not use topsoil from a new source until it has been tested and approved for use.
7. Provide topsoil results at least 2 weeks prior to delivery to the site.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

1. **Native Topsoil:** Existing topsoil found on the site, stripped, screened, and stockpiled for re-use in this Contract.
2. **Imported Topsoil:** a fertile, friable, natural loam (A horizon layer), capable of sustaining vigorous plant growth, free of subsoil contamination, roots and stones over 50mm diameter, reasonably free of weeds (as determined by the Project Manager), and falling within the following guidelines:

## SECTION 02 93 03 – TOPSOIL AND SOD

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Soil Texture Range: (OMAFRA soil texture triangle)	loam to sandy loam	clay loam
pH range:	5.5 to 7.9	5.5 to 7.9
Total Salts (mmhos/cm)	less than 1.5	less than 1.5
Organic Matter (%)	4% to 15%	4% to 15%
N - Nitrogen (ppm)	See below	See below
P - Phosphorus (ppm)	10 – 60	10 – 60
K - Potassium (ppm)	80 – 250	80 – 500
Mg - Magnesium (ppm)	100 – 300	100 – 600
Ca - Calcium (ppm)	1000 – 4000	1000 – 7000
Na - Sodium (ppm)	less than 200	less than 200
Cl - Chloride (ppm)	less than 100	less than 100
SAR - Sodium Absorption Rate	less than 15	less than 15

Nitrogen: Provide the required amount of nitrogen as identified in the soil test report.

- Fertilizer:** 5-20-20 slow release commercial fertilizer with Sulphur coated Urea, or as determined by the soil test report.
- Grass Sod:** Certified No. 1 grade cultivated turf grass sod with a composition of 50% Kentucky Blue Grass and 50% Blue Cultivar either "Flyking" or "Baron", or as specified on the drawings, grown and sold in accordance with N.S.G.A. classifications. At the time of sale it must have a strong fibrous root system and be free of stone and burned or bare.

Contractor is responsible for notifying supplier with sufficient advance notice to ensure the required quantities are available at the time required to maintain construction schedules.

Any delays, due to lack of sod and related costs shall be payable by the Contractor.

- Sod Pegs:** 25mm x 25mm x 230mm (minimum length). Ensure pegs are long enough to securely anchor sod.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION OF EXISTING GRADE**

- Grade soil, eliminating uneven areas and low spots, ensuring positive drainage.
- Remove debris, roots, branches, stones in excess of 50 mm diameter and other deleterious materials from the existing grade. Remove soil contaminated with calcium chloride, toxic materials and petroleum products. Remove debris which protrudes more than 75 mm above surface. Dispose of removed material off site.

## SECTION 02 93 03 – TOPSOIL AND SOD

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3. Scarify the approved dry, un-frozen sub-grade to depth of 50 - 100 mm. Cross cultivate those areas where equipment used for hauling and spreading has compacted soil.
4. Dispose of excavated material on site as directed, so as not to contaminate any topsoil or imported soils used for hauling and spreading has compacted soil.

### **3.2 FERTILIZING**

1. Mix fertilizer with imported topsoil or cultivate to a minimum depth of 150mm to mix fertilizers and spread topsoil.

### **3.3 SPREADING OF TOPSOIL**

1. Place topsoil after Project Manager has accepted subgrade.
2. Spread topsoil in uniform layers not exceeding 150 mm, over unfrozen subgrade free of standing water over scarified subgrade.
3. Spread topsoil to a minimum 150mm depth after settlement and 80% compaction.
4. Manually spread topsoil around trees, structures, shrubs and obstacles.

### **3.4 FINE GRADING OF TOPSOIL**

1. Grade topsoil to eliminate rough spots and low areas and ensure positive drainage.
2. Prepare loose friable bed by means of cultivation and subsequent raking.
3. Topsoil shall be placed to a grade which allows sod to be installed at the final lines and levels as indicated on the Contract Drawings.
4. Provide a finished topsoil surface that is smooth and firm against footprints, with a fine, loose texture before sod is placed.
5. Project Manager will inspect topsoil in place and determine acceptance of material, depth of topsoil and finish grading.

### **3.3 INSTALLATION OF SOD**

1. Lay sod with tight butt joints. Do not leave any open joints or overlap adjacent pieces of sod. Alternate joints on each row of sod. Ensure finished sod surface is flush with adjoining grass areas, pavement or top surface of curbs.

## SECTION 02 93 03 – TOPSOIL AND SOD

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2. On slopes steeper than 4:1, lay sod perpendicular to the slope and peg each row at intervals of not more than 600mm on each side of the sod strip. Drive pegs flush with surface of sod.
3. During dry weather, protect sod from drying and water sod as necessary to ensure its vitality and prevent dropping of sod in handling. Dry sod will be rejected.
4. Sod is to be laid in a continuous fashion. No isolated areas of sod, which are to be integrated with the main portion of sod, will be accepted.

### **3.4 SOD WATERING**

1. Immediately after installation, water the sod with sufficient quantity of water to penetrate the sod and the top 50mm of the underlying topsoil.
2. The Contractor shall be responsible for the initial watering of the sod immediately after the sod is laid. If the contractor takes more than one day to lay the sod, they will be responsible for keeping the sod laid the previous day(s) in a moist condition until the Contract is completed. The Project Manager will not give acceptance and take responsibility for watering the sod until both sodding and Contract are completed and have been accepted.
3. All watering shall be done with a spray application. An open-end hose will not be accepted. The method of watering shall meet the approval of the Project Manager.
4. When sod has dried sufficiently to prevent damage, roll all sodded areas to ensure a good bond between sod and topsoil. Provide close contact between sod and soil by means of a light roller. Heavy rolling to correct irregularities in grade is not permitted.

### **3.5 CLEAN-UP**

1. At the completion of sodding and prior to final inspection, remove all surplus materials and debris from the site at no extra cost.
2. Repair all damages resulting from sodding operations at no extra cost.

### **3.6 SOD MAINTENANCE**

1. The Contractor shall water, cut and maintain sod for **30 consecutive days** after placement to ensure root establishment and sufficient growth as approved by the Project Manager.

## **SECTION 02 93 03 – TOPSOIL AND SOD**

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2. Make good any exposed joints to ensure tight butt joints. No isolated pieces of sod for crack filling will be accepted. Replace with a new bigger sod piece to complete the Work.
3. Where in the opinion of the Project Manager, the Contractor has failed to provide the required maintenance to ensure root establishment and growth, the Contractor shall remove, replace and maintain all sod identified by the Project Manager at no cost to the City.

**END OF SECTION**







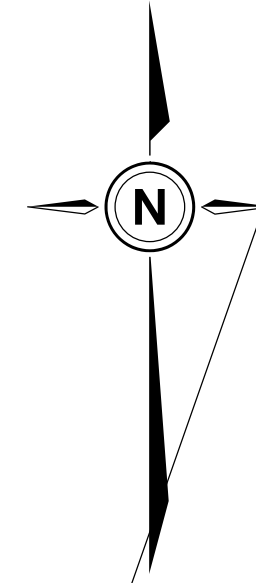
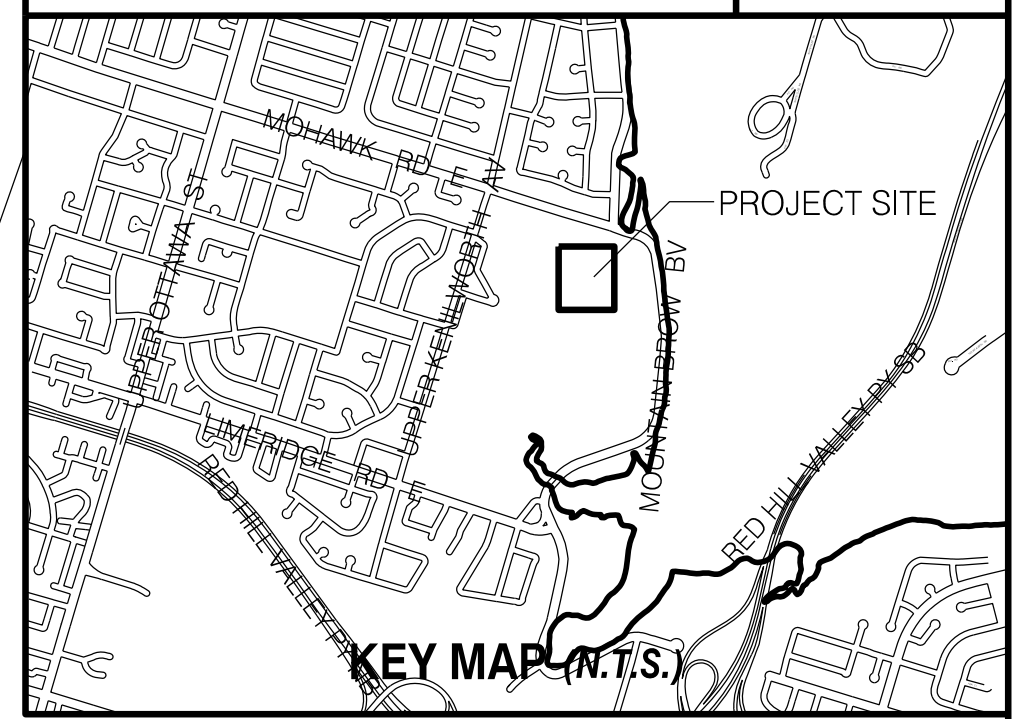


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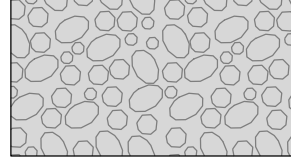
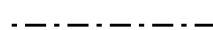
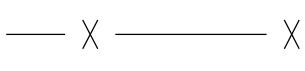
CONTRACT No. C13-50-19  
DRAWING No. L3

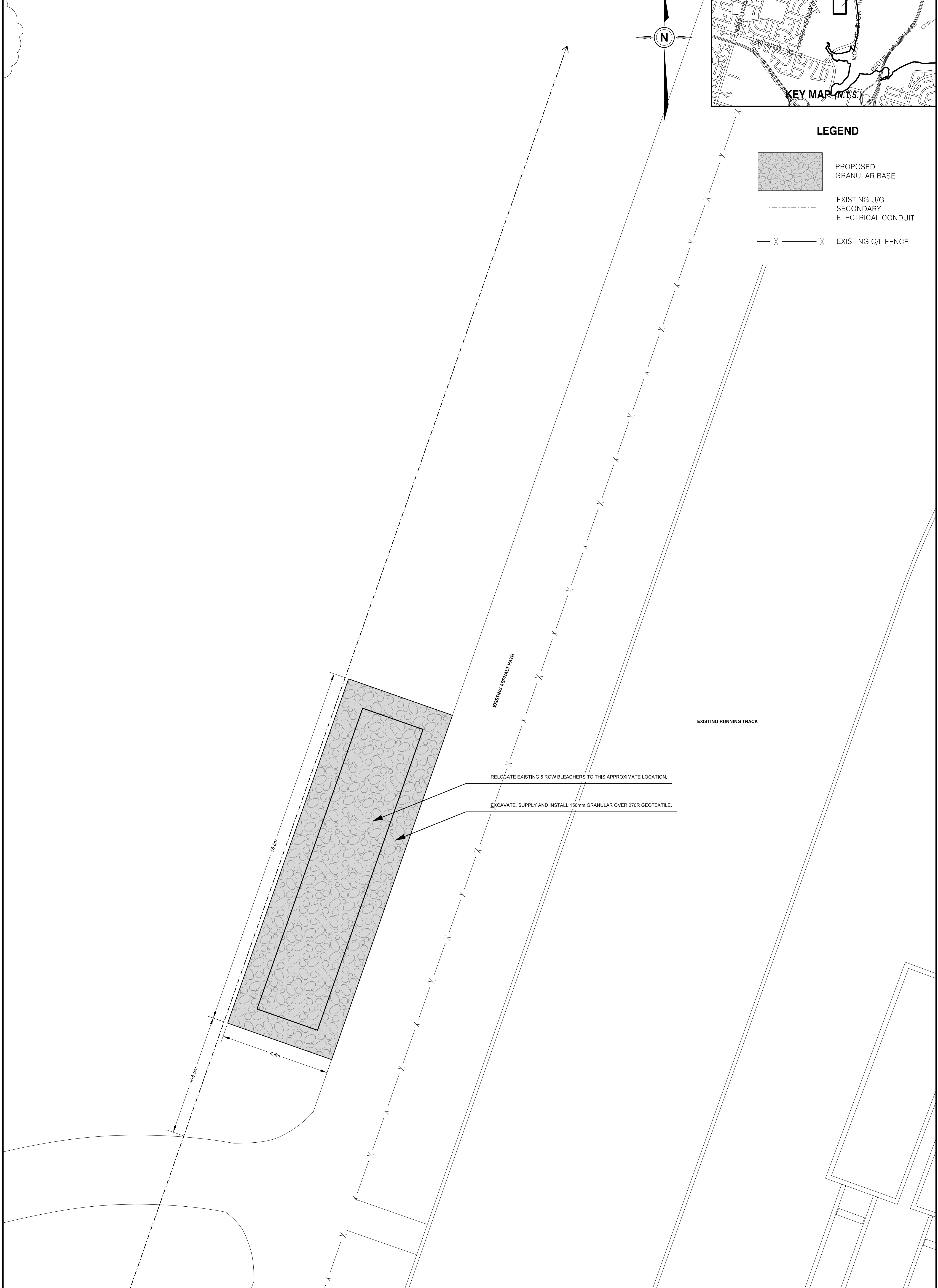
SHEET No.  
L3 OF Total 4

NOTE:  
CONTRACTOR TO REVIEW LAYOUT OF PROJECT ON SITE WITH CITY REPRESENTATIVE PRIOR TO CONSTRUCTION.




**LEGEND**

-  PROPOSED GRANULAR BASE
-  EXISTING U/G SECONDARY ELECTRICAL CONDUIT
-  EXISTING C/L FENCE



No.	REVISIONS	INITIAL	DATE	DRAWN BY: KK	DATE: 01/23/2020
1	ISSUED FOR REQUEST FOR TENDER	JC	01/23/2020		

SCALES	Project Manager, Parks and Cemeteries
1:75	Jim Collins



**City of Hamilton**  
Public Works Department

**Mohawk Sports Park Spectator Bleachers** Proposed Layout Plan

**L3**

# **C13-02-20 - Tender for Supply and Installation of Spectator Bleachers for Mohawk Sports Park**

Opening Date: December 31, 9999 11:59 PM

Closing Date: December 31, 9999 11:59 PM

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**\*\*\* IMPORTANT \*\*\***

**Bidders are advised to review and confirm their bids&tenders™ vendor account is set up in the Bidder's correct LEGAL name.**

**This name must exactly match the name on all documentation required of the Successful Bidder, eg; insurance certificate, WSIB certificate.**

## Schedule of Prices

\* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the City of Hamilton (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

### C13-02-20 Schedule of Prices

Item No.	Specification	Category	Description	Estimated Quantity	Unit of Measure	Unit Price *	Extended Price
1	SP200	CONSTRUCTION FENCE, SAFETY MEASURES AND TEMPORARY FACILITIES	Supply, install, maintain and remove construction and tree protection fencing for public safety around work area.	125	linear metre		
2	SP211	ROUGH GRADING AND EARTHWORK	Excavation and disposal off-site of site soils to proper depths to allow for concrete slab and granular base installation.	470	square metre		
3	SP201	REMOVAL OF EXISTING MATERIAL	Remove and dispose off-site existing tree and tree stumps from construction area completely to 600mm below grade as shown on Contract Drawings.	1	lump sum		
4	SP43	GRANULAR SUB-BASE	Supply and install 300mm compacted depth Granular 'A' base for concrete slab.	284	tonnes		
5	SP223	GEOTEXTILE	Supply and install 270R Terrafix Geotextile (or approved equivalent) beneath area for relocated bleachers.	76	square metre		
6	SP43	GRANULAR SUB-BASE	Supply and install 150mm compacted depth Granular 'A' base for existing bleachers (to be relocated).	28	tonnes		
7	SP202	REMOVE, SALVAGE AND REINSTALL/RELOCATE EXISTING MATERIALS	Relocate existing 5 row spectator bleachers on-site and keep safe/protected. Re-install as shown on Contract Drawings.	1	lump sum		
8	SP239	CONCRETE PAVING	Supply and install 150mm depth concrete slab, including all formwork, conveyance, finishing, curing and expansion & control joints.	394	square metre		
9	SP245	SITE FURNISHING	Prepare engineered spectator bleacher shop drawings, stamped by an Ontario licensed Professional Engineer.	1	lump sum		
10	SP245	SITE FURNISHING	Supply a set of spectator bleachers to meet the specifications outlined within the RFT.	1	lump sum		
11	SP245	SITE FURNISHING	Delivery of spectator bleachers to meet the specifications outlined within the RFT.	1	lump sum		
12	SP245	SITE FURNISHING	Assemble/install spectator bleachers on site to meet the specifications outlined within the RFT.	1	lump sum		
13	SP245	SITE FURNISHING	Apply for and manage all Building Permit requirements complete as required for spectator bleachers.	1	lump sum		
14	SP281	RESTORATION OF DISTURBED AREAS	Supply and install topsoil and sod to restore all areas of disturbance within area of construction.	200	square metre		
Subtotal:							

## Summary Table

Bid Form	Amount
C13-02-20 Schedule of Prices	
Total Contract Price:	

## Specifications

### Bidder's Business Structure

The City of Hamilton reserves the right to verify the business name and structure of the Bidder, whether or not this section is completed, to ensure that the Bidder is an existing legal entity. If the Bidder is not an existing legal entity, the Bid will be rejected.

Business Structure of Bidder *	If 'Corporation' Selected, Specify Where Incorporated:	If 'Other' Selected, Specify Business Structure:	Registered Business Name of Bidder (if applicable):
Select A Value ▾			

## Documents

It is your responsibility to ensure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the City. If the attached file(s) cannot be opened or viewed, your Bid shall be rejected.

### BONDING UPLOAD SECTION

Each Bid submission must be accompanied by a **digital** bid bond.

The City will only accept submissions that include the bid bond in an electronically verifiable and enforceable (e-Bond) format.

**A scanned PDF copy of the bond is not acceptable.**

- Bid Bond \* (mandatory)

## **Form of Tender**

### **The Bidder hereby acknowledges and agrees**

#### **1. Submission of Bid**

I/We, the undersigned Bidder, having examined the locality and site of work as well as all the Contract Documents, hereby tenders and offers to furnish all material, labour, service, equipment, scaffolding and all incidentals, and to render all services and pay all applicable taxes (other than Goods and Services Tax (GST), or Harmonized Sales Tax (HST) as of July 1, 2010) and all other charges as specified and/or as necessary for performance and completion of the above referred to Project, all in full accordance with Contract Documents provided to the Bidder by the City (receipt of which is hereby acknowledged) for the Total Contract Price, on a Unit Price basis, as provided in this Bid.

#### **2. Total Contract Price**

I/We confirm all prices provided in this Bid are in Canadian dollars and do not include GST, or HST as of July 1, 2010. Any Goods and Services Tax, or Harmonized Sales Tax as of July 1, 2010, payable is for the account of the City and is in addition to the Total Contract Price.

#### **3. Addenda**

I/We have made any necessary inquiries with respect to Addenda issued by the City and have ensured that we have received, examined and provided for all Addenda to the Request for Tenders in this Bid.

#### **4. Commencement and Completion**

If awarded the Contract, I/we agree and undertake that:

- I/we will provide all necessary documents required as set forth prior to the commencement of this Project;
- Completion of the Project will be achieved within the time allowed for completion as prescribed in these Contract Documents;
- In the event that I/we fail to perform the Contract as provided, I/we understand and agree that I/we shall be liable to liquidated damages and other remedies as specified in the Contract Documents.

#### **5. Contract**

It is understood and agreed by me/us that a binding Contract shall come into being upon acceptance of this Bid by the City. The subsequent execution of the Contract for Works is a formality and not a condition precedent to the existence of a binding contract. The documents listed in the List of Contract Documents for this Project shall constitute the contract, subject to such modifications as may be agreed to in writing between the parties.

#### **6. Electronic Funds Transfer**

I/We acknowledge and agree to provide the City with the information required for the City to make payment by EFT.

#### **7. Fair Wage Policy and Schedule**

I/We agree to comply in all respects with the City of Hamilton's Fair Wage Policy and to be fully responsible for ensuring that all of my/our subcontractors also comply in all respects with said Fair Wage Policy.

#### **8. Occupational Health and Safety**

I/We understand and agree that the Work must be conducted in a safe manner. Accordingly, I/we confirm that I/we and all subcontractors used on the Work for the City of Hamilton will comply with all applicable laws, regulations and by-laws of Canada, the Province of Ontario and the City of Hamilton, including but not limited to the Occupational Health and Safety Act, and all applicable regulations thereunder. Further, without limiting any of the foregoing, I/we confirm that I/we have both a written occupational health and safety policy and program to implement that policy, and that all of our employees, subcontractors and any other persons performing the Work are appropriately trained, licenced and certified, as required to perform the Work.

#### **9. Execution**

If this Bid is accepted by the City and the Request for Tenders is awarded to me/us, I/we agree to provide and pay for the proof of insurance, WSIB clearance certificate and bonding as required by the Contract Documents, my/our health & safety manual and any other document identified in the award letter as being required by the City prior to it being able to issue a purchase order, and to execute the Contract for Works, in quadruplicate, all within 10 Business Days after the City has issued its award letter or within such longer time period as the City may specify.

#### **10. Bid Security**

The bid security, if applicable, has been submitted through the Bidding System as specified in this Tender.

In the event of default or failure on the my/our part to execute the Contract as required above and to provide the necessary Performance



of Contract Bond and Proof of Insurance, I/we agree that the City may at its discretion accept the next lowest compliant Bid, advertise for new Tenders, or carry out the Works in any manner deemed in the best interests of the City. In such a case, I/we shall pay the City the difference between the Total Contract Price as provided in this Bid and any greater sum that the City may be obligated to pay by reason of that default or failure, including the cost of any advertisement for new Tenders.

I/We shall indemnify and save the City, its elected officials, officers and employees harmless from and against all loss and damage, costs, charges and expenses that they may suffer by reason of such default or failure on the Bidder's part. The City shall be entitled to call upon the bid bond, certified cheque or letter of credit as the case may be for such difference or in respect of that indemnity, and the surety or issuer shall forthwith pay that difference. Despite any limitations set forth in the bid bond, certified cheque or letter of credit, I/we shall be and remain responsible to pay to the City the difference and all loss costs, charges and expenses as aforesaid without any such limitation or restriction.

#### **11. Additional Work**

I/We agree that if this Bid is accepted, I/we shall execute whatever additional or extra work may be required, in accordance with the General Conditions.

#### **12. Time Open for Acceptance**

I/we agree and confirm that this Bid is irrevocable and is to continue open to acceptance by the City for the period specified in this Tender. The City may at any time within open for acceptance period accept this Bid whether or not any other Bid has previously been accepted, upon notice of acceptance in writing to me/us personally delivered or mailed to me/us by ordinary prepaid mail to the address provided in this Bid submission and any notice so mailed shall be deemed to have been received on the date of mailing thereof and any notice so delivered shall be deemed to have been received on the date the notice is so delivered.

#### **13. Provisional Items**

I/We understand and agree that the City reserves the right to delete from the Total Contract Price one or more of the items identified as provisional items in the Schedule of Prices, for credit at the price shown in the table. All prices are inclusive of all duties and taxes applicable, except HST.

#### **14. No Collusion / Conflict of Interest**

I/we hereby declare that no person, firm or corporation other than me/us has any interest in this Bid or in the proposed Contract(s) for which this Bid is made. I/we further declare that this Bid is made without any connection to, comparison of figures, arrangements with or knowledge of, any other corporation, firm or persons making a Bid for the same work and is in all respects fair and without fraud or collusion.

I/we confirm that we have complied with section 30 of the Instructions to Bidders regarding affiliates and corporations which are not at arm's length.

I/we declare that no member of the City of Hamilton, and no officer, employee or agent of the City of Hamilton has or will have an interest indirectly or directly as a contracting party, partner, shareholder, surety or otherwise in the performance of the Contract(s), or in the supply, work or business to which they relate or in any portion of the profits thereof, or in any of the monies to be derived there from.

#### **15. Interpretation**

I/we confirm that we have received no oral information, instruction or advice from any officer, employee, agent or consultant of the City which changes the content of this Request for Tenders and all Addenda thereto.

I/we acknowledge and agree that we have not assumed that any information concerning our operations, business or personnel or any other information required to be provided by us when submitting our Bid is known to the City, regardless of whether such information may be actually previously known to the City or not. Further, we acknowledge and agree that all information to be provided by us is to be complete and full and in such detail as required.

#### **16. Accessibility for Ontarians with Disabilities Act, 2005**

I/We confirm that I/we and all subcontractors used on the Work for the City of Hamilton will comply with all applicable accessibility laws, regulations and by-laws of Canada, the Province of Ontario and the City of Hamilton, including but not limited to the Ontarians with Disabilities Act, 2001 (ODA), the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Ontario Regulation 429/07 (Accessibility Standards for Customer Service) and Ontario Regulation 191/11 (Integrated Accessibility Standards), throughout the term of the Contract. Without limiting the generality of the foregoing, I/we shall provide to the City, prior to commencing Work, a Statement of Acknowledgement that I/we have read and understand the City's AODA Customer Service Standard Handbook (the "Handbook"), that I/we have provided the training required by the Handbook, and that I/we will comply with the requirements of the Handbook and applicable accessibility laws, regulations and by-laws. See City of Hamilton's AODA Customer Service Standard Handbook at: [hamilton.ca/government-information/accessibility-services/accessibility-standards](http://hamilton.ca/government-information/accessibility-services/accessibility-standards).

#### **17. Compliance with City of Hamilton By-laws**

I/We declare that I/we are in compliance with all municipal by-laws as they pertain to the City of Hamilton in respect of the operation of my/our business and in respect of the Work described in the Request for Tenders. I/We understand and agree that if this statement is untrue or incorrect, the City of Hamilton shall be entitled at its sole discretion to reject this Bid, or if such untruth or incorrectness comes to light after this Bid is accepted, to terminate or refuse to enter into, as applicable, any Contract and to pursue any other legal recourse the City deems appropriate, and that such untruth or incorrectness shall be a default under the Contract.

**18. Procurement Policy**

In submitting a Bid in response to the Tender, I/we agree and acknowledge that I/we have read and will be bound by the terms and conditions of the City's Procurement Policy. I/We understand that the City's Procurement Policy can be viewed on the City's website at: [hamilton.ca/buying-selling-city/bids-tenders/procurement-policy-by-law](http://hamilton.ca/buying-selling-city/bids-tenders/procurement-policy-by-law).

I/WE agree to be bound by the terms and conditions and have authority to bind the Bidder and submit this Bid on behalf of the Bidder.

**Conflict of Interest**

Except with the prior express written consent of the City, **prior to submitting this Bid**, vendors are required to notify the City in writing, of any potential conflict of interest that may arise prior to the award of any contract and fully disclose any details thereof. Failure on the part of a vendor to declare a conflict of interest to the City and to obtain the City's prior express written consent to waive the conflict of interest shall result in the vendor being ineligible to Bid and shall form a basis for rejection of a Bid submitted to the City.

Do you have a potential conflict of interest?  Yes  No

**Acknowledgement of Addenda**

The Bidder acknowledges and agrees that any Addenda below form part of the bid document.

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the Addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		