



**QUOTATION 17-2006
FORBES PARK TENNIS COURTS
ADDENDUM #1
March 31, 2006**

This addendum shall form an integral part of the specifications and plans for the above project and shall be read in conjunction therewith. This addendum shall, however, take precedence over all requirements of the previously issued specifications and plans with which it may prove to be at variance, unless otherwise clarified by the Landscape Architect. **Please initial this addendum and enclose it with your submission.**

A. **Schedule A – Base Bid.**

Item 1.2 - Should read: Remove existing asphalt (existing three tennis courts) to a maximum depth of 80mm (\pm 10 mm) and deposit off site. Refer to Detail 1.

B. **Schedule A – Base Bid.**

Item 1.2 - Existing asphalt may be deposited at our Bishop Street Storage Area (approximately 5 km. from Forbes Park).

C. **Schedule C – Provisional Prices.**

Item 1.3 – ICI Canada Inc. phone number has changed recently to:
Office: (905) 842-1163

D. **Note:** Preference will be given to companies with the specified equipment and/or recent relevant experience to the current project in scope and value.

John Avery, CPPB
Manager of Purchasing and Inventory

Contractor's Initials: _____



THIS DIGITAL DOCUMENT IS FOR VIEWING ONLY

BIDDERS MUST PICK UP THE ORIGINAL DOCUMENTS, DRAWINGS AND
SUBMISSION ENVELOPE FROM THE CITY OF CAMBRIDGE,
73 WATER STREET NORTH
2ND FLOOR
PURCHASING DIVISION.

QUOTATIONS WILL NOT BE ACCEPTED UNLESS THEY
ARE SUBMITTED ON OUR ORIGINAL FORMS

QUOTATION #17-2006

FORBES PARK TENNIS COURTS
Asphalting and Surfacing of Three (3) Tennis Courts



**QUOTATION 17- 2006
FORBES PARK TENNIS COURTS
Asphalting and Surfacing of Three (3) Tennis Courts**

SEALED QUOTATIONS, marked clearly as to the contents in the envelope provided, will be received by the undersigned until:

2:00 p.m., Wednesday, April 5, 2006

for the removal of the three existing tennis courts and the re-asphalting and re-surfacing of these courts at Forbes Park. Plans and specifications may be obtained from the City of Cambridge, Purchasing Division Office, 2nd Floor, Cambridge Place, 73 Water Street North, P.O. Box 669, Cambridge, Ontario N1R 5W8 on or after Monday, March 20, 2006 for the purchase price of forty dollars (\$40.00), GST included.

NOTE: A bidder's meeting and site tour to review this project will be held on Wednesday, March 29, 2006 at 9:30 a.m. at the tennis courts in Forbes Park in Cambridge (Hespeler). Bidders are strongly encouraged to attend this meeting.

For further information regarding this Quotation, please contact Susan Reise, O.A.L.A., Landscape Architect, C.S.D. Department at 519.740.4681, ext. 4564. For clarification or additional information regarding this document, please contact Denise Hellyer, Senior Buyer at 519.740.4637 ext. 4515.

Tenders, Quotations and Proposals are to be dropped off at Purchasing Services Counter, 73 Water Street N, 2nd Floor. Submissions received in Purchasing after the closing time will NOT be accepted. The onus is on the bidder to ensure that the bid is received in the proper location and before the closing time.

**Tenders, Quotations and Proposals can now be viewed
and/or downloaded from our website**

**Bid results will be posted, when applicable, on the website after opening.
http://www.city.cambridge.on.ca/cs_corporate/purchasing_tenders_list.php?**

LOWEST OR ANY QUOTATION NOT NECESSARILY ACCEPTED

John Avery, CPPB
Manager of Purchasing and Inventory

**QUOTATION 17-2006
FORBES PARK TENNIS COURTS**

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**QUOTATION #17-2006
Forbes Park Tennis Courts
INSTRUCTIONS TO BIDDERS**

The words "bid" and "quotation" are interchangeable throughout these documents and related documents.

1:00

SUBMISSION OF BIDS

Sealed Quotations shall be submitted to:

Purchasing Division
Corporation of the City of Cambridge
73 Water Street North, 2nd Floor
P. O. Box 669
Cambridge, Ontario N1R 5W8

Marked: Quotation 17-2006, Forbes Park Tennis Courts

Quotations will be received up to: 2:00 p.m., Wednesday, April 5, 2006

BIDS NOT RECEIVED AT THE PURCHASING COUNTER, ON OR BEFORE THE CLOSING TIME WILL NOT BE ACCEPTED. The onus is on the bidder to ensure that their bid is received at the Purchasing Division.

2:00

SUBMISSION OF QUOTATION

Quotations shall be enclosed and sealed in the envelope supplied or in your own company envelope and be delivered to the Purchasing Division at the above address.

Quotations shall be submitted on the Quotation Form attached hereto and must be properly signed in each and every location indicated for signature on all documents submitted. All pages of the Form of Quotation shall be completed.

This quotation package includes two sets of the Form of Quotation.

Only those forms listed below need be submitted, along with the required bid deposit, in the quotation envelope provided. The bidder may retain the other set of the Form of Quotation for their records.

- (i) Form of Quotation
- (ii) Any addendums in their entirety and initialed where indicated.

3:00

DESIGNATED OFFICIAL

For the purpose of this quotation, the Manager of Purchasing or designate, telephone 519.740.4637, is the "Designated Official" and shall perform the following functions: releasing, recording, and receiving quotations; opening, recording and checking of bids; answering queries of prospective bidders, considering extensions of time, reviewing bids received, making a determination of compliance for those bids not completely meeting the quotation requirements, and preparing a report and recommendations to Council.

4:00

PROJECT ENGINEER/CO-ORDINATOR

- a) The Project Engineer/Co-ordinator shall be: Susan M. Reise
- b) In the absence of the General Conditions outlining the specific authority of the Engineer/Co-ordinator relative to the control of the work, the Project Engineer/Co-ordinator shall supervise and co-ordinate all work included herein and shall have authority to stop the work whenever such stoppage, in his/her opinion, may be necessary to ensure the proper execution of the Contract. The Project Engineer/Co-ordinator shall also have authority to reject all work and materials, which do not conform to the Contract specifications, and to decide all questions, which arise in the execution of the work.

5:00

PAYMENT FOR PLANS AND SPECIFICATIONS

- a) Quotation documents, plans, and specifications may be obtained on the 2nd floor, Purchasing Division, Cambridge Place, 73 Water St., N. upon receipt of the non-refundable purchase price of forty dollars (\$40.00), G.S.T. included.
- b) The Quotation specifications and drawings should **not** be returned in the quotation envelope.

6:00

BID DEPOSIT

The Quotation shall be accompanied by a Bid Deposit by way of a bid bond, certified cheque, bank draft, irrevocable letter of credit, or money order in the amount of 10% of total bid made payable to the Corporation of the City of Cambridge **in its original form**. Bonds shall be issued by a reputable Bonding Company, licensed to carry on business in Ontario. Bid bonds will be irrevocable and open for acceptance for sixty (60) days. Reproductions and copies will **not** be accepted. Quotations will be rejected and returned if the Bid deposit is not contained within the quotation envelope at the opening of quotations. (refer to Section 11e (xi)).

NOTE: ABOVE DOCUMENT(S) MUST BE ENCLOSED IN THE SAME ENVELOPE AS THE QUOTATION:

This bid deposit is provided as assurance that should the bid be accepted, a contract will be entered into for the proper performance of the work within ten (10) calendar days following written notification from the Corporation to the successful bidder. Therefore, bonds are required to be valid for sixty days from date of quotation opening.

The said bid deposit will be forfeited and surrendered to the Corporation as liquidated damages sustained in case of failure to enter into a contract as described above, such amount being a fair and reasonable estimate of foreseeable losses.

The bid deposit of all bidders, except the two lowest bidders, shall be returned once the bids have been reviewed by the Designated Official and have been determined compliant.

When copies of the executed contract are returned and found acceptable to the Designated Official the bid deposit of the successful bidder and the second low bidder shall be refunded immediately.

If a quotation has been awarded and the successful low bidder fails to sign the contract or provide the contract bonds, cash or other acceptable collateral within the specified time, the Designated Official may grant additional time to fulfill the necessary requirements, if in the opinion of the Designated Official, the extension does not compromise the interests of the City or the Designated Official may recommend one of the following:

- (1) that the quotation shall be awarded to the next low bidder
- (2) that the quotation shall be cancelled.

In the event of a time extension and documents are not received prior to the deadline of that extension, the contract will be considered null and void and the Designated Official may proceed as noted above.

7:00

N/A

BONDING REQUIREMENTS

- a) Each quotation must be accompanied by an Agreement to Bond Commitment Form(s) (Performance and/or Labour & Materials) in its original form either on the bidder's Bonding Company's form, or on the sample form included in the Quotation Documents, or 0% of the amount of the quotation in acceptable collateral as specified hereunder. Reproductions and copies will **not** be accepted.

Section A
Instructions to Bidders

b) Upon award of this contract, and prior to signing of contract documents, the successful bidder shall deposit with the Designated Official, the following documents;

- i) Performance Bond for 0% of the quotation.
- ii) 0% Labour and Materials Bond.

OR

- iii) 100% of the amount of Quotation in cash or acceptable collateral (i.e. cash equivalent or Letter of credit), issued by an approved Financial Institution as stipulated by the Municipality.

7:01 Any costs associated with these items are the responsibility and cost of the bidder.

7:02 Bonds shall be issued by reputable Bonding Companies, licensed to carry on business in Ontario. All bonds may be subject to the approval of the City Solicitor. Bonds will be irrevocable and open for acceptance for 60 days from the date of opening of bids. These bonds shall guarantee all conditions as set out in the contract, including not only all matters pertaining to the proper execution of the work, but also all matters for which the contract is responsible throughout the one year period of maintenance and warranty.

NOTE: Above document(s) **must be enclosed in the same envelope as the Quotation.**

8:00

LIABILITY INSURANCE

a) Upon award of this contract, and prior to signing of contract documents, the bidder shall obtain, pay for and maintain a comprehensive policy of public liability and property damage insurance in respect of any one accident to the limit of at least \$2,000,000.00, exclusive of interest and legal costs against loss or damages resulting from bodily injury to or death of one or more persons and loss of or damages to property and such **policy shall name the City of Cambridge and the Regional Municipality of Waterloo as additional insured** thereunder.

b) This policy may be subject to the approval of the City Solicitor and shall be kept in full force until the date of acceptance and maintenance period of the entire work by the Project Engineer/Co-ordinator or Designated Official.

9:00

WORKPLACE SAFETY & INSURANCE BOARD CLEARANCE

The City of Cambridge requires all contractors who provide labour and installation services at any City of Cambridge facilities and/or on any City owned properties to be in full compliance with all requirements imposed upon them by the Workplace Safety Insurance Board. All certificates of training must be available for presentation upon request.

All Bidders are required to furnish their Workplace Safety & Insurance Board Account Number in the Form of Quotation where indicated. Prior to release of each and every progress draw, the successful bidder will be required to provide a certificate of clearance from the Workplace Safety & Insurance Board, to the Corporation. Such clearance certificate shall indicate that the Bidder and any subcontractors have complied with the requirements of the Workplace Safety & Insurance Board and are in good standing on the books of the Board.

10:00

BIDDER'S RESPONSIBILITY

a) Permits Licenses and Regulations:

The Bidder shall apply and pay for all necessary permits and licences, approvals and consents required for the execution of the work. The Bidder shall give all necessary notices and pay all fees required by law and comply with all laws, by-laws, rules, regulations, and requirements relating to the work and to the preservation of public health. The Bidder shall be responsible for the safety of all workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing construction safety.

b) Limitations of Operations:

The bidder shall not carry on operations under this contract from 7:00 p.m. on Friday to 7:00 a.m. Monday or on legal holidays without the written permission of the Project Engineer/Co-ordinator.

If the successful contractor wishes to perform work on Saturdays, they may do so upon the written permission of the Project Engineer/Co-ordinator.

The Project Engineer/Co-ordinator may, in writing, require the Bidder to cease operations on any day or days if the work is so located that the Project Engineer/Co-ordinator deems it expedient to do so.

The Bidder shall have no claim for any delay resulting from such work stoppage and shall be granted an additional day for completion for each day work has been stopped.

c) Quotation Documents and Site Examination:

All bidders, before submission of their quotation, shall have thoroughly examined all quotation documents as well as the site of the proposed work in order to inform themselves of the conditions attending to the execution of the work. The site will be made available to the bidder during the bidding period for testing purposes.

d) Discrepancies:

If a Bidder finds discrepancies in or omissions from the quotation documents, or if he is in doubt as to their meaning, he shall notify the Project Engineer/Co-ordinator. The Designated Official may then issue a written addendum. The Bidder in submitting his quotation shall take addenda issued during the bidding period into consideration. It is the bidder's responsibility to ensure that all addenda have been received and accounted for.

e) Sales Tax:

i) Provincial Sales Tax -

All prices quoted for the work shall include Provincial Sales Tax on all materials to be incorporated into the work. The bidder shall be responsible to contact the Retail Sales Tax Branch directly to verify any questions on applicable taxes.

ii) Federal Excise Tax and/or Goods and Services Tax -

The Bidder shall show separately in the total quotation pricing, all applicable Goods & Services Tax and shall be responsible to verify with the Customs and Excise Branch of Revenue Canada any rulings for payment of tax or tax exemptions.

11:00

QUOTATION REGULATIONS

a) Acceptance of Quotations:

Quotations will be examined in accordance with the current purchasing procedures and the awarding of the contract, if awarded, will be made by the Corporation as soon thereafter as practicable.

The Corporation reserves the right to reject any or all bids and the lowest quotation will not necessarily be accepted.

b) Withdrawal of Quotation Prior to Quotation Closing:

A bidder on a project may request that his quotation be withdrawn. The withdrawal shall only be allowed if the request is made in writing by the bidder and delivered to the Designated Official before the closing time for the quotation to which it applies.

Quotations confirmed as withdrawn shall be returned unopened to the bidder. The withdrawal of a quotation does not disqualify a bidder from submitting another quotation prior to the closing time.

c) Improper Bids:

i) Informal and/or Unbalanced Quotations

Quotations which are incomplete, conditional or obscure, or which contain additions not called for, or irregularities of any kind may be rejected by the Designated Official as informal.

All price(s) submitted shall be a reasonable price for each particular item as determined by the Designated Official and under no condition will an unbalanced quotation be considered.

Wherever in a quotation the amount quoted for an item does not agree with the extension for the estimated quantity and the quoted unit price, the unit price shall govern, and the item amount of the total quotation amount shall be adjusted accordingly.

All quotations judged by the Designated Official as being informal and/or unbalanced shall be rejected.

ii) Late bids.
Shall be rejected.

iii) Quotation Form or Envelope not used:

a) bids received by the Designated Official on other than supplied Form of Quotation will be rejected.

iv) Bids Not Completed in Ink or by Typed print will be rejected.

v) Partial Bids (all items Not Bid)

Partial bids will be rejected except when the Instructions to Bidders clearly states that an award may be made for individual items (e.g. Quotations such as equipment rental or some material quotations which are in effect several individual bids combined).

vi) Qualified Bid

If a bid is restricted by a statement added to the Form of Quotation or a covering letter or alterations to a quotation form it may be rejected in the judgment of the Designated Official unless the change was requested by the Municipality (i.e. point changed, escalator clause).

vii) Bid not Signed

Bids that are not properly signed will be rejected.

viii) Erasures, Overwriting, Alterations or Strikeouts not Initialed

Providing the price is legible and the erasures, overwriting, alterations or strikeouts are initialed, these bids may be accepted.

ix) Arithmetic Errors

Bids containing arithmetic errors found during the checking procedure by the Project Engineer/Co-ordinator may be accepted. Bid unit prices shall be used to correct extensions.

x) Agreement to Bond Commitment Form(s)

- a) If an agreement to bond commitment form(s) is not submitted, when required, the quotation shall be rejected or if an agreement to bond is open for any time period less than 60 days from the date of bid opening, the quotation will be rejected.
- b) If an agreement to bond commitment form is not properly executed, when required, a bidder may be allowed a reasonable time by the Designated Official to have it corrected. If the corrected agreement is not received within the time allotted the bid will be rejected.

xi) Bid Deposit not Submitted or of Insufficient Amount or Insufficient Time.

If a bid bond, cheque, bank draft, irrevocable letter of credit or money order or other acceptable collateral as approved by the Designated Official is not submitted in its original form and sealed by the proper authorities (no photocopies will be accepted) or is an insufficient amount the Quotation will be rejected or if a bid bond is open and irrevocable for any time period less than 60 days from the date of bid opening, the quotation will be rejected.

12:00

AWARD OF CONTRACT

- a) The award of this contract may be subject to budget approval and the acceptance of the Council of the Corporation of the City of Cambridge.

THE LOWEST OR ANY QUOTATION NOT NECESSARILY ACCEPTED.

The Corporation of the City of Cambridge will review quotations to determine which bid offers the City the lowest price from a qualified contractor. It is the bidders responsibility to provide references that are relevant to the current project in scope and value. The City of Cambridge will also review the bidder's prior performance on other contracts with the City of Cambridge. If the City of Cambridge is relying in the services of a Consultant in the conduct of the project, the knowledge of that Consultant will also be considered.

- b) Damages:

The bidder, by submitting a bid, agrees that it will not claim damages, by any means, in respect to any matter relating to the contract or bidding process in excess of an amount equivalent to the reasonable costs incurred by the bidder in preparing its bid and waives any claim for loss of profits if no contract is made with the bidder.

- b) Duration of Bids:

All bidders agree to leave their bids open for acceptance for a period of sixty (60) calendar days after the closing date of the quotation.

- c) Notification of Acceptance of Quotation:

Upon the acceptance of the contract, the Designated Official shall immediately send a Notification of Acceptance to the successful bidder advising them that their quotation has been accepted.

- d) Execution of Contract:

The bidder shall be allowed Ten (10) calendar days from the date of Notification of Acceptance letter to execute and return the executed contract along with all required documents to the Designated Official.

13:00

DURATION OF CONTRACT

a) Estimated Starting Date:

The estimated starting date for this project is: May 1, 2006

b) Completion Date:

The bidder shall complete this project to the satisfaction of the Project Engineer/Co-ordinator within forty-five 45 working days or by June 30, 2006.

Time shall in all respects be of the essence hereof provided that the time for doing or completing or any matter provided for herein may be extended or abridged by an agreement in writing signed by the parties hereto.

c) Liquidated Damages:

The date of completion is a material part of this Contract and should the Bidder fail to complete the work within the time specified or any enlargement thereof by the Project Engineer/Co-ordinator, the Bidder shall pay the Corporation \$00.00 for each and every day that the work remains incomplete and not ready for final acceptance by the Corporation after the time specified for the completion thereof or any enlargement thereof by the Project Engineer/Co-ordinator, whether the Contract has been forfeited or abandoned by the Bidder or not, and it is mutually agreed between the Corporation and the Bidder that the \$00.00 per day shall be considered based on:

The Certificate of the Project Engineer/Co-ordinator as to the number of days that the project is overdue beyond the completion date shall be final between the parties.

The Corporation may deduct any amount due under this section as provided in Item 14:00 herein. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Corporation.

The Bidder shall not have to pay Liquidated Damages for any delay caused by Acts of God, or of the Public Enemy, or of any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or delays of Sub-Contractors due to such causes.

d) Renewal or Termination of Quotation

If the quotation provides for the performance of work at either various locations or on a unit price basis, the quotation may be renewed from time to time as the City and the bidder may agree in writing. Provided, however, that either the City or the bidder may, at any time, terminate the renewal upon giving written notice

to the other at least 60 days in advance of its desire that the quotation renewal be terminated.

e) Termination for Cause

If the bidder should default or breach any of the terms, conditions or provisions of the contract, the City may, at its option, immediately terminate the contract by notice to the bidder. In the alternative, the City may give notice of default or breach to the bidder and, failing remedy of such default or breach within 15 working days, the City may, at its option, terminate the contract by notice to the bidder.

14:00

INTEREST CHARGES

It is the policy of the Corporation of the City of Cambridge that application by the vendors for penalty charges for late payment will not be allowed.

15:00

PAYMENTS

- a) Lump Sum Payments Unless otherwise stipulated in the Form of Quotation, the terms of payment shall be net thirty (30) days from the date of receipt of the invoice or net 30 days from completion of work as determined by the Project Engineer/Co-ordinator which ever is later.

16:00

LIENS

If any construction lien is registered or asserted in writing against the Work, or any trust fund claim or other claim under the Construction Lien Act, or any other claim in connection with the Work (other than a claim that will be paid out of insurance proceeds), is made by or to anyone, the Contractor shall cause any lien or claim to be forthwith removed and released from the title to the Work, but in any event prior to the next payment due to the Contractor. Any costs, expenses or legal fees (as between a solicitor and his or her own client) incurred by the Owner in connection with any such lien or claim shall be paid to it by the Contractor forthwith after demand by the Owner. Without limiting the above, it is agreed that the Owner may, but shall not be obliged to, pay the amount of any claim (whether or not under the Construction Lien Act) plus a reasonable allowance for costs into court, or into a lawyer's trust account, and withhold the amount so paid in from future payments falling due to the Contractor. This clause does not apply to a legitimate claim by the Contractor. The Owner will not withhold funds as set out above, or will pay any funds previously withheld, where the Contractor provides the Owner with a letter of credit or other security in form, amount and substance satisfactory to the Owner acting reasonably.

17:00

ORDER OF PRECEDENCE

In the event of any conflicts or inconsistencies in the provisions of the plans and specifications of this document, such provisions shall take precedence and govern in the following order:

1. Form of Agreement
2. Addenda (where issued)
3. Special Provisions and/or General Requirements
4. Instructions to Bidders
5. Quotation Plans and Standard Drawings
6. Standard Specifications
7. Form of Quotation and Supplementary Quotation Form
8. General Conditions
9. Design Guidelines and Supplemental Specifications for Municipal Services and/or Ontario Provincial Standard Specifications (OPSS) and/or Ontario Provincial Standard Drawings (OPSD) (whichever is applicable)

18:00

QUERIES/ADDENDA

Addenda may be issued in writing and posted on the City's website during the quotation period by the Designated Official. All addenda become part of the quotation documents and must be submitted with the bidder's bid.

The Owner has no responsibility to provide addenda. All Addenda will be posted on the City of Cambridge website;
www.city.cambridge.on.ca/cs_corporate/purchasing_tenders_list.php.

Bidders are to check the website for addenda prior to submitting their quotation.

19.00

LEGAL CLAIMS

No quotation, proposal or quotation will be accepted from any company which has a claim or instituted a legal proceeding against the city or against whom the city has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.

20.00

CONTRACTOR PERFORMANCE REPORT

At project completion, the Project Co-ordinator/Engineer and the Project Buyer may complete an evaluation of the contractor's overall performance with input from the City's Inspector or consultants if applicable. This evaluation will be reviewed with the contractor and recommendations will be put forward as to the contractor's overall suitability of future City of Cambridge work. It must also be

noted that while overall performance is being evaluated, the City reserves the right to suspend a bidder for extreme or repeated inadequate grades on any issues related to health and safety, specifically items A5, A6, A7 or A9 of the evaluation.

21.00

FAIRNESS IS A TWO-WAY STREET

In this Article 21.0,

- (a) “Construction” includes all work in or about:
 - (i) constructing, altering, decorating, repairing, demolishing, erecting or remodeling the whole or any part of a building or structure;
 - (ii) laying pipe and conduit above or below ground level;
 - (iii) excavating tunneling, fencing, grading, paving, land clearing and bridging;
 - (iv) building a highway, as defined in section 1 of the *Highway Traffic Act*;
 - (v) carrying out other activities prescribed by the Minister of Labour under the *Fairness is a Two-Way Street Act* (Construction Labour Mobility), 1999 for inclusion in the definition of Construction; and
 - (vi) providing consulting services, including architectural or engineering services, with respect to the matters set out in clauses (i) to (v).
- (a) “Contractor” means a person that enters into a contract for Construction and includes any sub-contractor;
- (b) “controlled” has the same meaning as in subsection 1 (5) of the *Business Corporations Act*;
- (c) “Designated Jurisdiction” means a province or territory of Canada prescribed by the Lieutenant Governor in Council as a designated jurisdiction under the *Fairness is a Two-Way Street Act* (Construction Labour Mobility), 1999.
- (d) “person who is resident in a Designated Jurisdiction” means:
 - in the case of an individual or a sole proprietor, a person who is ordinarily resident in that jurisdiction;
 - (i) in the case of a corporation,
 - (A) a person whose head office or registered office is located in that jurisdiction; or

- (B) a person controlled directly or indirectly by a person described in subclause (A);
- (i) in the case of a partnership, a partnership that includes at least one partner who is resident in that jurisdiction under clause (i) or (ii).

No ministries, municipalities, agencies,/boards or commissions prescribed by the Minister of Labour under the *Fairness is a Two-Way Street Act (Construction Labour Mobility)*, 1999 or other bodies as set out in the Schedule to the Pay Equity Act, shall award a Construction contract to a Contractor who is a person resident in a Designated Jurisdiction. Such a person is not eligible and will be disqualified from this [quotation, pre-qualification, etc.].

All Bidders are required to provide the following information in respect of themselves and any sub-contractors:

- (a) in the case of an individual or sole proprietor, whether he/she is ordinarily resident within a Designated Jurisdiction;
- (b) in the case of a corporation, whether the corporation's head office or registered office(s) is/are in a Designated Jurisdiction or whether any person who controls the corporation, either directly or indirectly, is a person who is ordinarily resident in a Designated Jurisdiction;
- (c) in the case of a partnership, whether the partnership includes one partner who is resident in a Designated Jurisdiction under clause (a) or (b) above, and
- (d) whether any exemptions prescribed under the Act are applicable.

In any Construction contract awarded under this [quotation, etc.], if any, the Contractor will be required to:

- (a) represent and warrant that neither the Contractor nor any sub-contractors are persons who are resident in a Designated Jurisdiction;
- (b) acknowledge that any sub-contracts not identified in the bid following the award of the contract will be subject to the approval of the Ministry [Municipality/Crown Agency/Board/Commission/ Corporation/other public sector body];
- (c) acknowledge that any material misrepresentation or breach of the representation and warranty in clause (a) will be grounds for termination of the contract.

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RESTORATION	9:00

1:00

DEFINITIONS

- a) The terms herein defined for all purposes of the contract documents, specifications, and drawings shall be construed as herein defined unless written alteration is given by the owner or the owner's representative.
- b) The "owner" is the City of Cambridge.
- c) The "contractor" is the contractor who submits the successful tender, if any.
- d) The "owners representative" is **Susan M. Reise** or his/her designated alternative.
- e) The "contractor's representative" shall be that person so designated by the contractor.
- f) The site shall mean the location where the finished products are to be placed, as specified under 4:00.

2:00

DRAWINGS, SPECIFICATIONS AND INSTRUCTIONS

- a) Construction drawings and specifications required for this project shall be issued by the owner's representative at the contractor's request. Any additional drawings such as shop drawings, etc., shall be approved by owner's representative.
- b) All Drawings used on the site or in the shop shall bear the signature of the owner's representative or "Approved for Construction" stamp of the owner.
- c) Additional verbal instructions given by the owner's representative shall be confirmed in writing and shall become part of this specification. Any such addition shall not alter the intent, limit, quality or quantity of the contract.

3:00

EXTENT OF WORK

- a) The work to be performed under these specifications shall include the supply of all labour, transport, material services, and equipment necessary, and required to construct the following work as described by; or reasonably inferable from these specifications.

In general the work consists of: asphaltting and surfacing of three (3) tennis courts.

- b) Work area to be restricted to area shown on drawings.
- c) In cases where construction necessitates a larger disturbed area, it shall be the responsibility of the contractor to notify the owner's representative and receive

written approval for extending the area of disruption. The contractor shall supply and place said restoration at no additional costs.

4:00

SITE

- a) The work is to be carried out on City of Cambridge Lands at Forbes Park.
- b) It is the responsibility of the contractor to directly acquaint himself with the site, to carefully examine the location of the proposed work, and notify himself as to site conditions. No extra payment after start of construction relating to existing site conditions will be made to the contractor failing to do so.
- c) The contractor is responsible for damage caused to surrounding facilities, and for the protection of the public. Facilities and/or surroundings damaged by the contractor shall be repaired and paid for in full by the contractor at no cost to the City.
- d) Prior to commencing any excavation work, the contractor shall establish as near as possible, the location and state of use of all utilities or services, and is responsible for damage or relocation incurred during the execution of the project.
- e) The contractor shall confine his operations to the owner's property as shown on drawings and as directed by the owner's representative.
- f) The setting out of work shall rest solely with the contractor who will be responsible for the same. It is the contractor's responsibility to verify all grades, lines, levels, and dimensions as indicated on the drawings and report any errors or discrepancies to the owner's representative before the commencement of work. The contractor shall have such staking approved by the owner's representative.

5:00

COMMENCEMENT AND COMPLETION

- a) The contractor shall commence work no later than seven (7) days from contract execution date.
- b) The work shall be completed according to the plans and specifications, within the time limit as established in the Instruction to Bidders. Allowance shall be made for inclement weather and resultant conditions, unnatural delay in acquisition of materials, or unavoidable labour problems.
- c) Upon completion of construction, the contractor shall apply for acceptance in writing to the owner's representative. If the work is satisfactory, the owner shall issue a written "Acceptance".

6:00

INSPECTION

Inspection shall be carried out by the owner's representative, and the contractor shall be responsible for notifying the same at least forty-eight (48) hours prior to the proposed inspection, confirmed in writing by the contractor. The owner's representative has the right to accept or reject any work and/or materials to be used in the work that he deems to be in the best interests of the City of Cambridge.

7:00

GUARANTEE

- a) The contractor shall guarantee the quality of workmanship and materials for a period of twelve (12) months from the date of acceptance, and make any repairs or replacements as required by the owner.
- b) The decision of the owner shall be final as to the nature and imperfection of guaranteed work, and the necessary remedy of same.
- c) If after seven (7) days notice, the contractor fails to carry out any repairs as directed by the owner, the owner may proceed with such and charge the same against any funds that are outstanding to the contractor's. If no funds are being held by the City, the City reserves the right to bill such repairs back to the contractor or to make a claim against bonding that is being held for the work in question.

8:00

MATERIALS

- a) The contractor shall be responsible for the supply of all materials required for the complete construction of the work as described herein and specified on the drawings unless otherwise specifically stated in writing.
- b) All materials are to be delivered to the site and stored in appropriate locations with manufacturer or distributor's label intact; handled and stored in accordance with manufacturer's requirements.
- c) All materials to be used in construction are to be new without defects. Failure of adherence or failure to comply with specifications requirements shall cause rejection of materials or replacement of same, at contractor's expense.

9:00

RESTORATION

- a) It is the responsibility of the contractor to restore the site to its original condition to the satisfaction of the owner after work has been completed.
- b) At all times, the contractor shall keep the site free from accumulations of debris and upon completion of each stage of work, remove from the site all equipment, surplus materials and rubbish resulting from such work.

TO THE: CORPORATION OF THE CITY OF CAMBRIDGE
hereinafter called the "Corporation"

QUOTATION FOR: Forbes Park Tennis Courts.
Under Contract No. 17-2006

(Name of Firm or Individual submitting bid)

Address and Postal Code:

Name of Person Signing for Firm: _____

Position of Person Signing for Firm: _____

Phone Number: _____ Fax Number: _____

I/We, the undersigned, having carefully examined the site of the proposed work, and having read, understood, and accepted the Instructions to Bidders, Special Provisions and/or General Requirements, Form of Quotation, Agreement to Bond(s), Drawings and General Conditions, attached hereto, each and all of which form part of this Quotation, hereby offer to furnish all machinery, tools, labour, apparatus, and other means of construction; all materials, except as otherwise specified in the Contract; and to complete the work in strict accordance with the Quotation documents noted above and hereto attached for the lump price of:

_____ Dollars
(In Words, including taxes)

The estimated cost of all material & labour to be incorporated in the work (Line #1 – Total Price for Base Bid from attached Schedule A).	\$ _____
Contingency	\$ <u>7,500.00</u>
Sub-Total	\$ _____
Goods and Services Tax (GST)	\$ _____
Less Early Payment Discount, if applicable	\$ _____
TOTAL (must equal the lump sum bid, in words above) (must equal total of Line #1 + Contingency + GST)	\$ _____

The number of working days to complete this contract is: _____

If early payment discount is offered, state # of days from receipt invoice _____, _____%

SCHEDULE A – BASE BID
SCHEDULE OF ITEMS & PRICES
(including PST but excluding GST)

QUOTATION 17-2006
FORBES PARK TENNIS COURTS

Base Bid: Please note that the City may accept the base bid only, or the base bid plus any or all provisional items, or no bid at all.

Item No.	Description	Est. Qty.	Unit	Unit Prices	Total Price
1.0	<u>General Contract Requirements</u> , including Insurance and other costs not directly related to the specific pay items.	1	L.S.		\$
1.1	Removals - Contractor to unfasten lower edge of existing chain link fence and roll up to avoid damage to fencing during construction. Re-fasten after completion of construction.	1	L.S.		\$
1.2	Removals – Remove existing asphalt (existing three tennis courts) to a maximum depth of 80mm (+ 10mm) and deposit off site. Refer to Detail 1.	1	L.S.		\$
1.3	<u>Asphalt Courts</u> – Supply and place 75mm of Granular ‘A’ gravel using a laser controlled hydraulic grading system. Grade and proofroll. Refer to Details 1 and 2.	1725	m ²		\$
1.4	<u>Asphalt Courts</u> - Supply and place 50mm of HL3 asphalt. Paving equipment to have an automated screed control system consisting of either a dual sonic tracking system or an integrated scope sensor. Asphalt to cure for two weeks minimum prior to applying resurfacer and colour coating. Refer to Details 1 and 2.	1725	m ²		\$
1.5	Acrylic Colour Coating – Supply and install two coats of SportMaster Acrylic Resurfacer (or approved equal), and two coats of SportMaster Colour Concentrate with sand (or approved equal), providing a Category 2 Surface (medium court speed) as defined by the International Tennis Federation (ITF). Coating to be installed according to the manufacturer’s specifications. Colours to be determined. Contractor to provide a 1 year written warrantee for acrylic resurfacer and colour coating. Suggested supplier: Ancaster Track and Tennis. Telephone: (905) 648-4444.	1725	m ²		\$

Item No.	Description	Est. Qty.	Unit	Unit Prices	Total Price
1.6	<u>Line Painting</u> – Layout and paint white line markings with SportMaster Line Paint - exterior asphalt paint (or approved equal) according to the International Tennis Association (ITA) specifications. Base lines shall be 3” wide and playing lines shall be 2” wide. Use of traffic, oil, alkyd or solvent–vehicle type paint is prohibited. Lines are to be applied according to manufacturer’s specifications. Refer to Detail 1. Suggested supplier: Ancaster Tennis and Track. Telephone: (905) 648-4444.	1	L.S.		\$
1.7	<u>Net Post Footing and Sleeves:</u> Supply and install new net post footings and sleeves. Re-set existing net posts. Refer to Detail 5.	3	/set		\$
1.8	<u>Center Anchors</u> - Supply and install new centre anchors. Refer to Detail 6.	3	ea.		\$
1.9	<u>Restoration</u> – Contractor to topsoil and sod all turf areas damaged or destroyed during construction. Refer to Detail 1.	250	m ²		\$
Line #1 TOTAL PRICE FOR BASE BID					\$

(Enter Total Price on Line #1 on page 1 of the Form of Quotation.)

Note: The Total Price for each individual item should be based on quantities stipulated in this contract and on the drawings. The final extent of work will be made on the basis of actual quantities measured in the field.

The unit prices set out in *Schedule A – Base Bid* are to be used for any extra work or deletions authorized by the Engineer/Project Co-ordinator.

SCHEDULE B - SCHEDULE OF UNIT PRICES
(including PST but excluding GST)

FORBES PARK TENNIS COURTS

Unit Prices:

Item No.	Item	Unit	Unit Price
1.1	Supply and placement of screened topsoil.	/m ³	
1.2	Supply and install sod.	/m ²	
1.3	Granular ‘A’ gravel.	/m ³	

NOTE:

The unit prices set out in the Schedule of Unit Prices are to be used for any extra work or deletions authorized by the Engineer/Project Co-ordinator.

SCHEDULE C – PROVISIONAL PRICES
(including PST but excluding GST)

FORBES PARK TENNIS COURTS

Item No.	Description	Est. Qty.	Unit	Unit Prices	Total Price
1.0	Removals – Remove chain link wire mesh on existing fence and existing gates. Deposit off site. Refer to Detail 1.	1	L.S.		\$
1.1	Fencing (Wire Mesh) – Straighten and re-set existing top and bottom rails on existing fence. Supply and install new wire mesh (galvanized steel core wire shall be 9 gauge with vinyl coating equal to 6 gauge exterior) for 3m high fence on existing posts and three – 4' wide existing gates (gate on north side of courts to be removed). Refer to Detail 1 and Detail 3.	166	lin. m.		\$
1.2	Gates – Remove existing two - 4' wide gates (1.8m height) at south end of courts and one - 4' wide gate (1.8m height) on west side of courts and replace with three - 4' wide gates (3.0m height). Refer to Detail 1 and Detail 4.	3	Ea.		\$
1.3	Painting – Hand sand with 50 grit aluminum oxide sandpaper posts, top and bottom rails on existing fence. Clean with xylene. Apply one coat of Devoe Devran 201 Universal Epoxy Primer @2.0 mils D.F.T. Apply one coat of Devoe Devthane 369 Aliphatic Urethane Gloss Enamel at 2.9 mils D.F.T. Colour: Black. Suggested Supplier: ICI Canada Inc. Telephone: (905) 339-4719	L.S.			\$

Note: The Total Price for each individual item should be based on quantities stipulated in this contract and on the drawings. The final extent of work will be made on the basis of actual quantities measured in the field.

The unit prices set out in *Schedule C – Provisional Prices* are to be used for any extra work or deletions authorized by the Engineer/Project Co-ordinator.

SCHEDULE D – ALTERNATIVE PRICES
(including PST but excluding GST)

FORBES PARK TENNIS COURTS

Item No.	Description	Est. Qty.	Unit	Unit Prices	Total Price
1.0	Asphalt Courts - Supply and place 38mm of HL4 asphalt and 38mm of HL2 asphalt. Paving equipment to have an automated screed control system consisting of either a dual sonic tracking system or an integrated scope sensor. Asphalt to cure for two weeks minimum prior to applying resurfacer and colour coating.	1725	m ²		\$
1.1	Net Post Footings, Sleeves and Posts – Supply and install new net post footings, sleeves and Regal Tennis Posts (includes sleeves), Model No. TC110 (or approved equal). Suggested Supplier: Jack Watson Sports Inc. Telephone: (905) 475-1771. Refer to Detail 5.	3	/set		\$

Note: The Total Price for each individual item should be based on quantities stipulated in this contract and on the drawings. The final extent of work will be made on the basis of actual quantities measured in the field.

The unit prices set out in *Schedule D – Alternative Prices* are to be used for any extra work or deletions authorized by the Engineer/Project Co-ordinator.

PROJECT SCHEDULE

<u>Description</u>	<u>Date</u>
Design/working drawings complete	N.A.
Permits received	N.A.
Construction start	_____
Construction complete	_____

LIST OF PROPOSED SUB-CONTRACTORS

Note to Tenders: For the Tender's convenience and to ensure that a complete list is submitted with the Tender, a list of possible sub-trades has been printed below. The Tenderer shall make an entry against each possible sub-trade listed either by naming the proposed sub-contractor or by entering "by own forces", or by entering N/A for non-applicable, whichever applies. No blank spaces are to be left for the sub-trades listed below. In addition, if the Tenderer proposes to sub-contract a part of the work that is not listed below, the Tenderer shall add the sub-trade and the proposed sub-contractor's name to the list.

We acknowledge that failure to comply with the foregoing requirements may result in our tender being rejected as informal.

We shall sub-contract the following parts of the Work to the sub-contractor or supplier listed for such part. We agree not to make changes on the following list without the written consent of the Contract Administrator and the Owner. In our opinion the sub-contractors named hereunder are reliable and competent to perform that part of the work for which each is related. We understand that if we name alternative sub-contractors, or if we fail to name sub-contractors, or if we fail to mention that the work will be done by our own forces where applicable, our Quotation is subject to disqualification.

Part of Work	Sub-Contractor or Supplier	Address
Asphalt Court		
Sodding		
Line Markings		
Fencing		

I/We hereby agree that notification of acceptance of this Quotation shall be in writing, and may be sent by prepaid post, at the address set out herein, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

I/We, agree that we have checked the City of Cambridge website and are in receipt of addenda ____ to ____ inclusive, and the Quotation price includes the provisions set out in such addenda.

I/We, certify that we are in **full compliance** with the Workplace Safety Insurance Board and have trained our staff and have received all certificates for such training as required of us by the Workplace Safety Insurance Board. If required and when asked we will provide copies of any and all training certificates.

W.S.I.B. Account # _____.

I/We hereby agree that the work specified in this contract will be performed in strict accordance with the following:

1. Purchase Order
2. Contract Addendums
3. Special Provisions and/or General Requirements
4. Instructions to Bidders
5. Plans and Standard Drawings
6. Standard Specifications
7. Form of Quotation and Supplementary Form of Quotation
8. General Conditions or General Requirements
9. Design Guidelines and Supplemental Specifications for Municipal Services and/or Ontario Provincial Standard Specifications (OPSS) and/or Ontario Provincial Standard Drawings (OPSD) whichever is applicable

Fairness is a Two-Way Street

Italicized terms have the same meaning as in Article 21.0 of the Quotation.

I/We certify that neither the Bidder nor any proposed sub-contractor is a *person who is resident in a Designated Jurisdiction* in accordance with the criteria set out in Article 21.0, in particular section three, of the Quotation document.

Signed at the _____ of _____ in the
(City/Town)
_____ this _____ day of _____, 2006.
(County/Regional Municipality)

Signature of Authorized Signing Agent

Signature of Corporate Witness

SEAL OF THE CORPORATION
(if incorporated)

LIST OF REFERENCES

Please provide the information requested below. Reference checks will be completed and the decision to award the tender will be based on the City of Cambridge's assessment of overall qualified low bidder. Experience listed below must be relevant to the current project in scope and value. If there is additional information you wish to provide with regard to references, please do so on the reverse of this sheet.

Project Name	
Company for whom the work was complete:	
On the project did your firm act as	General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>
What was the value of the project or your portion of the project?	\$
Contact Name at the owner's facility	
Telephone Number with area code	
Date of Completion of this project	

Project Name	
Company for whom the work was complete:	
On the project did your firm act as	General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>
What was the value of the project or your portion of the project?	\$
Contact Name at the owner's facility	
Telephone Number with area code	
Date of Completion of this project	

Project Name	
Company for whom the work was complete:	
On the project did your firm act as	General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>
What was the value of the project or your portion of the project?	\$
Contact Name at the owner's facility	
Telephone Number with area code	
Date of Completion of this project	

QUOTATION 17-2006
FORBES PARK
Re-surfacing of Tennis Courts

The following drawings shall form part of this contract:

<u>Detail Number</u>	<u>Description</u>
01	Tennis Court Layout and Grading
02	Tennis Court Section
03	Chain Link Security Fence – Black Vinyl Detail
04	Chain Link Fence – 3.0m Pedestrian Gate – Black Vinyl Detail
05	Net Post Footing and Sleeve
06	Tennis Net Center Strap Anchor

GRADING, EXCAVATION AND FILLING

INDEX

GENERAL REQUIREMENTS 1:00

RELATED WORK IN OTHER SECTIONS 2:00

SITE EXAMINATION 3:00

INSPECTION 4:00

COMPACTION 5:00

PROTECTION 6:00

CLEARING AND GRUBBING 7:00

DISPOSAL..... 8:00

TOPSOIL AND STRIPPING 9:00

GRADING 10:00

FILLING 11:00

1:00 GENERAL REQUIREMENTS

- a) Comply with all the requirements of the General Requirements

2:00 RELATED WORK IN OTHER SECTIONS

Asphalting
Sodding
Applicable O.P.S.S.

3:00 SITE EXAMINATIONS

- a) Prior to commencement of work on site, verify existing subgrade and site conditions and report in writing immediately to the owner, all discrepancies and conditions that are at variance with drawings and specifications.
- b) Failure to do so will imply acceptance by the Contractor of surfaces and site conditions and no claim, made thereafter, for damages or extras, resulting from such discrepancies will be accepted.
- c) Verify on the site, all underground services, such as water lines, sewers, electrical cables, telephone, gas and other utility lines and have such services located on the site by the appropriate authorities.
- d) Be prepared to meet and blend smoothly with existing grades outside the project boundaries where required.

4:00 INSPECTION

- a) Upon completion of rough grading, adjustment and preparation of sub-grades, obtain approval from the Owner before proceeding with further work, giving timely notice.

5:00 COMPACTION

- a) Compact sub-grade under all paving, and where specified uniformly and adequately to ninety-five percent (95%) minimum Standard Proctor Density.
- b) Sub-grade under landscaped areas (planting and grassing) shall meet approximately eighty-five (85%) Standard Proctor Density.

6:00 PROTECTION

- a) Protect existing trees as directed on site by owner's Representative prior to commencing grading.
- b) Protect existing buildings and structures and wherever the safety of the public may be endangered.
- c) Protect all excavations from caving-in by shoring and bracing in strict accordance with all applicable regulations and natural building code and support existing structures, paving, services, etc., where necessary.
- d) Protect excavations from freezing and keep free of water at all times by providing and operating all necessary equipment.
- e) Be responsible for all damage and subsequent repair to underground utilities and structures resulting from Contractor's operations.
- f) Erect barriers, fencing and/or signs where required and requested and be responsible for maintenance and removal of such works upon completion of work.

7:00 CLEARING AND GRUBBING

- a) Clear site of all rubbish, rocks, boulders, tree stumps and other useless materials and debris, remove from site and dispose of off site unless instructed otherwise.
- b) Cut all dead trees and remove stumps and roots to a minimum depth of two (2) feet below proposed finished grade.
- c) Burning and burying of useless materials on the site will not be permitted.

8:00 DISPOSAL

- a) The Contractor is advised all excavated materials resulting from the performance of this contract shall be removed from the site.
- b) There will be no extra payment to the Contractor for the cost of disposing of other materials (such as trees being removed) off site and the cost of loading, haulage, tipping fees, grading/restoration (if applicable), and other work associated with the Contractor's disposal site, shall be included in the Lump Sum Quoted Price.

9:00 TOPSOIL AND STRIPPING

- a) All areas designed for paving or the construction of structures, shall be stripped of all topsoil and organic matter to its full depth taking care not to contaminate with any sub-soil.
- b) All stripped topsoil shall be stockpiled in areas so designated by the Owner.

- c) Stockpile topsoil in loose layers, not exceeding nine (9) inches in depth, total height of stockpile not to exceed fifteen (15) feet.
- d) Topsoil will be re-used on site to fill in low areas and on disturbed areas, (such as the trail shoulders), requiring seeding.
- e) Commence topsoil stripping only after designated areas have been cleared of scrub, weeds, brush stumps, rocks and other deleterious materials. Such materials shall be removed from the site and disposed of by the Contractor.
- f) The Contractor is responsible for the supply and placement of all additional quantities of topsoil or the re-use of topsoil from elsewhere on the site as required to conform to the proposed grades specified within this document and as indicated within the drawing package.

10:00 GRADING

- a) After stripping of topsoil, do all necessary rough grading, excavating, and filling, where required, to establish the sub-grade under all areas as shown on drawings.
- b) Level of sub-grade shall be to the depths specified, after compaction of sub-grade and of materials placed thereon.
- c) Remove all soft and unstable areas in sub-grade to approved depth and backfill with clean, approved fill material.
- d) Establish and maintain sub-grade parallel to finished grade and shape to allow adequate surface runoff and prevent ponding, scouring and erosion.
- e) Provide for uniform slopes between points for which finished grades are shown on drawings. Meet and blend with existing grades in a smooth manner.
- f) Establish smoothly rounded grades at top and toe of slopes and banks.
- g) Do not grade when soil is wet or frozen.
- h) Compact sub-grade under paving to the specified density.
- i) Preparations of sub-grade:
 - i) Scarify sub-grade on which topsoil is to be placed, to the minimum depths specified.
 - ii) Scarify sub-grades under areas that are to be raised by placing fill to minimum depth of three (3) inches to provide a good bond and prevent slipping of fill.

11:00 FILLING

- a) Fill material shall be clean, free of topsoil and organic matter and debris, and shall be approved by the Owner before placing. On site excavating material may be used for filling when approved by the Owner.
- b) Where required, supply and spread approved fill materials to raise existing grades to the specified sub-grade level, as shown on the drawings.
- c) Place fill in loose layers, not exceeding six (6) inches in depth and compact each layer to a minimum dry density of ninety-five percent (95%) of the maximum Standard Proctor Density, before placing subsequent layers.
- d) The surface shall be shaped at all times to ensure adequate surface runoff and prevent ponding and scouring.

ASPHALTING

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GENERAL REQUIREMENTS AND SPECIAL CONDITIONS	1:00
QUALIFICATIONS	2:00
INSPECTION	3:00
PROTECTION	4:00
MAINTENANCE AND WARRANTY	5:00
ONTARIO PROVINCIAL STANDARDS	6:00
MATERIALS	7:00
SITE PREPARATION	8:00
INSTALLATION OF ASPHALT	9:00
SITE RESTORATION	10:00
CLEAN UP	11:00

1:00 GENERAL REQUIREMENTS AND SPECIAL CONDITIONS

- a) Comply with all the General Requirements.

2:00 RELATED WORK IN OTHER SECTIONS

Grading, Excavation and Filling
Sodding
Applicable O.P.S.S.

3:00 INSPECTION

- a) Obtain approval of all layout work for paving prior to commencing paving work.
- b) Give timely notice to owner for inspection of sub-grade and obtain approval prior to commencing asphaltting.**

4:00 PROTECTION

- a) Protect all other work from damage and contamination resulting from paving work.
- b) Make good all damages and clean-up contaminated areas at no extra cost.

5:00 MAINTENANCE AND WARRANTY

- a) Maintain all paving from time of installation until acceptance.
- b) Keep paving clean at all times, sweep, scrub and/or scrape and hose down paved areas which have been contaminated by dirt, mud, etc.
- c) Submit written warranty for work and materials extending over a period of one (1) year from date of acceptance.

6:00 ONTARIO PROVINCIAL STANDARDS

- a) The Contractor should take note that the City of Cambridge has adopted the Ontario Provincial Standard Specifications and Drawings, which should be used for reference on this contract. Drawings not covered by O.P.S. are included at the back of the contract or within the Drawing Package.

The Contractor shall be responsible for obtaining his own copy of Ontario Provincial Standard Specifications and Drawings. A copy of these documents are available at the City Engineer's Office for reference only.

7:00 MATERIALS

- a) Asphalt shall be hot mixed, hot-laid as detailed on drawing and in accordance with the applicable O.P.S.S. Install minimum 50mm HL3, compacted depth.
- b) Granular Base Courses

Shall be free of organic or other deleterious substances and shall conform within the following gradation envelope and shall be processed by crushing. A minimum of fifty percent (50%) of the particles, regardless of screen size, shall be crushed. A crushed particle shall have at least one (1) surface of face formed by the fracture of a larger particle. The percentage of crushed material will be determined by examining the fraction retained on the No. 4 sieve and dividing the weight of the crushed particles by the total weight of the sample.

8:00 SITE PREPARATION

- a) **The Contractor is responsible to confirm the extent of proposed asphaltting with the Owner's Representative prior to excavation.**
 - 1) Report all discrepancies between site conditions and drawings at once.
 - 2) **Ensure that positive, adequate surface runoff is provided. No ponding will be permitted.**
- b) Obtain approval of layout before proceeding with work.
- c) Excavate to the minimum specified depths, after compaction, as shown on drawings. Maintain sub-grade parallel to finished grade in all cases.
- d) Remove soft areas in sub-grade and backfill and compact with approved granular; fill all low areas with approved, compacted granular material.
- e) Compact sub-grade uniformly to minimum ninety-five percent (95%) Standard Proctor Density.
- f) Place granular materials to depths shown on drawings. Place and compact granular in layers not exceeding four (4) inches in depth.
- g) Keep materials clean and free of deleterious materials, at all times.
- h) Maintain final grade of granular base course parallel to finished grade.

NOTE: The asphalt courts are to blend smoothly and naturally with the adjacent grades.

9:00 INSTALLATION OF ASPHALT

- a) Install surfacing in strict accordance with the applicable O.P.S.S. and as detailed on drawings.
- b) All materials, equipment, and methods of mixing, hauling, handling, spreading and rolling shall meet the requirements of the applicable O.P.S.S.
- c) Place asphalt courses only when the temperature at the surface is thirty-five degrees Fahrenheit (35°F) minimum and rising. Suspend paving operations when the temperature drops below the minimum specified above.
- d) Compaction of asphalt mixtures shall be carried out as soon as possible, after spreading of the mixture, as it will bear the roller without checking or undue displacement.
- e) Starting rolling, parallel to the centreline, at the lower side and proceed towards the centre of the pavement course, overlapping on successive trips by at least half the width of the rear wheel. Alternate trips of the roller shall be of slightly different lengths and shall be staggered.
- f) Finishing rolling shall be accomplished with a minimum number of passes, producing a satisfactory surface.
- g) Start finishing rolling longitudinally at the higher edge and proceed towards the lower edge.
- h) Use hot tampers for hand tamping adjacent to curbs, catch basins, manholes and similar structures and in all areas that cannot be covered by the roller.
- i) Finished pavement shall be smooth, true to line and level and free from depressions.
- j) Low or defective areas shall be cut out immediately and replaced with fresh hot mixture, placed and compacted to blend with surrounding areas, and thoroughly bonded to it.

10:00 SITE RESTORATION

- a) Obtain approval of owner of grading and topsoiling prior to commencement of seeding. No settlement of backfill material will be permitted.
- b) All disturbed areas are to be completely restored as per the specification for Sodding.
- c) All sodded areas shall be guaranteed for a period of one (1) month from final inspection.

11:00

CLEAN UP

- a) The Contractor shall keep the construction site as clean and tidy as possible during construction.
- b) The Contractor shall take all necessary action to prevent inconveniences to nearby residents, and park patrons, controlling dust from construction and by cleaning mud from the road and sidewalks as required.
- c) All existing roadways, driveways, sidewalks, grassed areas, street signs, and utilities which are disturbed construction must all be reinstated to their original condition or better, unless otherwise specified.
- b) On completion of the work, the Contractor shall remove all temporary buildings, signs, etc., and leave the site in a neat and tidy condition, free from debris, refuse and mud, to the satisfaction of the Project Co-ordinator.

SODDING

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1:00 GENERAL REQUIREMENTS

Comply with all the requirements of the General Conditions.

2:00 RELATED WORK IN OTHER SECTIONS

Asphalting
Grading Excavation and Filling
Applicable O.P.S.S.

3:00 EXAMINATION

- a) Report to the Owner, in writing, of any conditions, or defects encountered on the site during or prior to construction upon which the work of this Section depends, and which may adversely affect its performance.
- b) Do not commence work until after such conditions, or defects, have been investigated and corrected.

4:00 INSPECTION

- a) Make materials available for inspection upon arrival on the site, giving timely notice in writing or at source of supply when requested.
- b) Sod placed prior to inspection will be at the Contractor's responsibility.

5:00 MAINTENANCE

- a) Maintain all sodded areas from time of installation until acceptance of work, but not less than thirty (30) days after installation.
- b) Maintenance shall include all measures necessary to establish and maintain all sodded areas in a healthy, vigorous growing condition, free of thin, poor or burned-out-patches.
- c) Mow grass regularly to maintain a maximum height of two and one-half inches (2 1/2").
- d) Trim edges of sodded areas neatly, by hand-clipping, if necessary, and remove all clippings from planting beds, tree saucers and paved areas.
- e) Roll sodded areas, where necessary, to remove depressions and irregularities.
- f) Water, when necessary, with sufficient amounts to saturate the upper four (4") inches of topsoil.
- g) Weed control shall be carried out when required with herbicides used in strict accordance to manufacturer's recommendations. Any damage resulting from Contractor's use of herbicides shall be remedied at his own expense.

- h) Re-sod areas which show deterioration or which are thin, bare or burned-out and repair all damages resulting from erosion and wash-outs or any other causes.
- i) At time of final inspection, all sodded areas shall have a healthy, even, vigorously growing stand of grass, free of diseases, weeds, bare, thin or burned-out areas.

6:00 GUARANTEE

- a) All sodded areas shall be guaranteed for a period of one (1) month from the date of acceptance.
- b) Any sod, which, during the Guarantee Period, shows deterioration, bare spots, or damage resulting from faulty materials and/or workmanship, shall be replaced at the Contractor's expense.

7:00 CUTTING/HANDLING/STORAGE

- a) Sod:
 - i) Shall be cut by approved methods in accordance with recommendations of the Nursery Sod Growers Association of Ontario.
 - ii) Sod shall be protected during transportation to prevent dying out and shall arrive at the site in a fresh and healthy condition.
 - iii) Sod shall be installed immediately after arrival. If there is any delay in installation, the sod shall be kept moist and cool at all times until installation.

8:00 MATERIALS

- a) Sod:
 - i) Sod shall be certified No. 1 Kentucky Bluegrass cultivated turf grass sod, and grown and sold in accordance with the Classifications of the Nursery Sod Growers Association of Ontario, latest edition.
 - ii) At time of delivery, it shall have a strong fibrous root systems, be free of stones, burned, or bare spots and contain not more than one percent (1%) twitch grass or other weeds.
 - iii) Damaged and broken pieces shall not be laid and shall be removed from the site.
- b) Topsoil:

To be supplied by owner. Contractor to fine grade topsoil on site for sod application.

- i) All topsoil, where supplied by the Contractor, shall be a fertile, friable, natural loam containing four percent (4%) minimum organic matter for clay loams and two percent (2%) minimum organic matter for sandy loams with acidity range of 6.0 pH to 7.5 pH and shall be capable of sustaining vigorous plant growth. It shall be free of any admixture of sub-soil, clay lumps, stones and roots over one inch (1") in diameter and other extraneous matter and shall be reasonably free of weeds and weed seeds.
- c) Fertilizers:
 - i) Supply all necessary fertilizers, in bags clearly marked with name of manufacturer, contents, weight and analysis.
 - ii) All inorganic fertilizers shall be complete, commercial fertilizers of approved manufacturer. They shall contain not less than sixty percent (60%) urea formaldehyde and contain the specified percentages by weight.
 - iii) Contractor to supply and spread fertilizer. Fertilizer requirements shall be based on the following minimum rates. Adjust rates upon receipt of soil testing report:

10-10-10 @ 20 lbs. per 100 sq. yds.
0-20-10 @ 12 lbs. per 100 sq. yds.

Commercial superphosphate shall be finely ground with a minimum analysis of 20% P₂O₅.

9:00 INSTALLATION

- a) Make necessary fine grading adjustments to existing topsoil to allow the placing of sod.
- b) Scarify existing topsoil to a minimum depth of three inches (3") and remove from surface all stones two inches (2") in diameter and larger and all live weeds.
- c) Obtain approval of finished topsoil grading from Owner's representative before proceeding sodding.
- d) Apply commercial fertilizer at the following rates:

10-10-10 @ 20 lbs. per 100 sq. yds.
0-20-10 @ 12 lbs. per 100 sq. yds.
Superphosphate @ 25 lbs. per 100 sq. yds.

Work fertilizers well into the topsoil by discing, raking or harrowing. Apply fertilizers within 48 hours before laying sod.

- e) Fine grade area and roll with a 150 lb. to 200 lb. roller to make finished surface smooth and firm against footprints. Apply roller in two (2) directions perpendicular to each other.
- f) After rolling, check finished surface for depressions, lumps and other irregularities and correct same by re-rolling where necessary.

- g) Lay sod as soon as possible upon arrival on the site, but within forty-eight (48) hours.
- h) Place sod closely knit together in such a manner that no open joints are visible, or pieces are overlapping.
- i) Join smoothly and flush with adjoining grass areas, paving and top surface of curbs.
- j) On slopes steeper than 1:3, lay sod perpendicular to slope and peg every row at intervals not exceeding two feet (2')
- k) Drive pegs flush with sod.
- l) Immediately after installation of sod, water area with sufficient amounts to saturate sod and upper four inches (4") of topsoil.
- m) After sod and soil has dried sufficiently to prevent damage, roll area with roller providing 1500 lbs. pressure per sq. ft. to ensure good bond between sod and soil and to remove minor irregularities.

10:00 PROTECTION AFTER COMPLETION

- a) Assume full responsibility for protection of all sodded areas until acceptance.
- b) Erect protective barriers and post signs where necessary, and maintain same until acceptance.
- c) Remedy all damages, wash-outs and eroded areas resulting from weather, improper protection or other causes.
- d) Report, in writing, to the owner, all damages resulting from vandalism or any other causes beyond Contractor's control.

11:00 FINAL INSPECTION AND ACCEPTANCE

- a) The contractor shall give timely notice, in writing, that all work has been completed.
- b) At time of final inspection, all sodded areas shall have a healthy, even, vigorously growing stand of grass, cut to a maximum height of two and one-half inches (2 1/2") and free of disease, weeds, bare, thin or burned-out areas.
- c) Final inspection and acceptance of sodding work shall coincide with final inspection and acceptance of all work included in the Contract.