

# **CONSTRUCTION SPECIFICATIONS**

**for**

## **KOPEGARON WOODS BOARDWALK REPLACEMENT**

**OCTOBER 2015**



**Essex Region  
Conservation  
Authority**

# **CONSTRUCTION SPECIFICATIONS**

**for**

## **KOPEGARON WOODS BOARDWALK REPLACEMENT**

### **TABLE OF CONTENTS**

<b>SECTION 1</b>	<b>SCHEDULE OF ITEMS AND PRICES</b>
<b>SECTION 2</b>	<b>FORM OF AGREEMENT</b>
<b>SECTION 3</b>	<b>INFORMATION TO BIDDERS</b>
<b>SECTION 4</b>	<b>SPECIAL PROVISIONS</b>
<b>APPENDIX</b>	<b>CONTRACT DRAWINGS</b>

**KOPEGARON WOODS  
BOARDWALK REPLACEMENT  
SCHEDULE OF ITEMS OF PRICES**

To: Essex Region Conservation Authority

Gentlemen:

\_\_\_\_\_, the undersigned having examined the site of the works, Specifications, Drawings, Information to Bidders and Schedule of Items and Prices, hereby offer to furnish all materials and perform all work necessary and maintain the said work, as described in the above mentioned Documents, in accordance with the said Documents and

\_\_\_\_\_ attached Addenda to the said Documents,

this the firm of \_\_\_\_\_

being a \_\_\_\_\_

which \_\_\_\_\_

registered under the laws of the Province of \_\_\_\_\_ hereinafter called

the "Contractor" with head office at \_\_\_\_\_

\_\_\_\_\_ does hereby tender and agree to perform and maintain all the works in conformity with and as described in the said Contract Documents and attached Addenda for

the Total Price of \_\_\_\_\_

\_\_\_\_\_ or such other sums as may be finally ascertained in accordance with the allowance for additions and deductions as set out in the Contract Documents. The aforesaid Total Price is made up from the following Schedule of Prices.

And also agrees that until the Form of Agreement is completed and executed, this Bid, together with the acceptance thereof by the Owner shall constitute a binding Contract between the Owner and the Contractor, regardless of whether or not any other Bid has been previously accepted.

And also agrees to leave this Bid open for acceptance for a period as specified in the Information to Bidders.

And also agrees that if this Bid is accepted, to furnish Liability Insurance and accept payments and complete the works as elsewhere outlined in the documents.

And also agrees that the Owner has the right to accept or reject all or any portion of this Bid and the right to reject any and all tenders for any reason or to accept any tender which the Owner in its sole unrestricted discretion deems most advantageous to itself.

And also acknowledges that the awarding of this project is subject to final funding.

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

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

\_\_\_\_\_  
Signature of Contractor

**KOPEGARON WOODS  
BOARDWALK REPLACEMENT  
SCHEDULE OF ITEMS AND PRICES**

ITEM NO.	SPEC. CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
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**PART A - REMOVALS AND PROPOSED WORKS**

1	2.1	Remove existing boardwalk complete and dispose of all materials off-site (1725' long x 4').	Lump Sum			
2	2.2	Supply and install boardwalk supports complete as detailed in the Contract Drawings including posts, beams, angles, welds, etc.	Each	178		
3	2.3	Reconstruct trail from parking lot to Boardwalk Section A. a) Strip sod from existing trail (260' long x 6' wide x 2" thick). b) Supply, place and compact 2" thick of Granular Screenings.	Lump Sum Tons	30		

**TOTAL PART A**

**PART B - CONTRACT COSTS**

1		Mobilization and Demobilization	Lump Sum			
2	IB 5, 6, 7	Bonds (Performance and Labour & Material) and Insurance	Lump Sum			
3		Contingency	Allowance			\$10,000.00

**TOTAL PART B**

**TOTAL TENDER PRICE (A+B):**

**KOPEGARON WOODS  
BOARDWALK REPLACEMENT**

**FORM OF AGREEMENT**

**NOTE**

The Form of Agreement for this Contract will be included in the Contract to be executed with the successful Bidder. A copy of the Form of Agreement to be used can be reviewed at the office of the Owner during normal business hours.

# **KOPEGARON WOODS BOARDWALK REPLACEMENT**

## **INFORMATION TO BIDDERS**

### **1.0 QUANTITIES**

The quantities as set out in the Schedule of Items and Prices are approximate and have been prepared by the Engineer for his purposes. They are not warranted by the Owner nor Engineer. The Contractor shall note that quantities are subject to change and shall consider this in preparing his price. NO claims for extra payment due to changes to final quantities shall be entertained by the Owner unless the Scope of Work is deemed by the Engineer not to logically fall within the specified Scope of Work for items contained in this Contract.

The Contractor shall note that the quantities as set out in the Schedule of Items and Prices may be altered by the Owner at any time and for any reason. In addition, any Item of work may be deleted from the Contract at the discretion of the Owner. If any quantity is altered or Item deleted, the Contractor will have no claim against the Owner or Engineer for so doing. The Contractor is advised to take this requirement into consideration when determining his unit prices and Total Contract Price.

### **2.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS**

The Contractor must visit the site and review the plans and specifications before submitting his tender and must satisfy himself as to the extent of the work and local conditions to be met during the construction period. He is not to claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

The submission of a Contract Price shall be deemed proof that the Contractor has satisfied himself as to all the conditions which may enter into the carrying out of the Contract to a satisfactory conclusion and the quantities of the works required. NO claims will be entertained from the Contractor who was uninformed as to any of the provisions or conditions intended to be covered by the Contract.

### **3.0 CONTRACT DEPOSIT OR BID BOND**

No Tender shall be considered as bona fide unless accompanied by a Certified Cheque or Bid Bond in the amount of **\$15,000.00** and made payable to the Essex Region Conservation Authority. The Certified Cheque or Bid Bond of the unsuccessful Tenderers will be returned without interest upon execution of the Tender with the successful Tenderer.

The Tender shall remain open for acceptance by the Owner for a period of sixty (60) days from the Tender closing date.

The Certified Cheque or Bid Bond of the successful Tenderer will be retained as liquidated damages to indemnify the Owner in case of default until such time as the Contract is executed.

All Certified Cheques or Bid Bonds will be returned without interest should a Contract not be executed within sixty (60) days of the date of closing of this Tender.

The successful Tenderer shall execute a Contract in writing with the Owner within five (5) days after being notified in writing by the Owner of the acceptance of his Tender. In the event that such Contract is not executed within the said period, the Certified Cheque or Bid Bond of the Tenderer whose Tender has been accepted and who has failed to execute a Contract, shall be forfeited to the Owner and thereafter the Contract between such Tenderer and the Owner shall be forthwith terminated, forfeited and ended.

#### **4.0 ACCEPTANCE OR REJECTION OF TENDERS**

It is understood that the Essex Region Conservation Authority is not bound to accept the lowest, or any particular bid. The Owner reserves the right to reject any or all Bids or to waive or not waive any informalities as he may deem advantageous.

The criteria to be considered by the Owner in awarding the contract will include a combination of price, scheduling, expertise, qualifications and such other conditions as may be determined by the Owner to be in its own best interests. Additions, alterations, deletions or other irregularities in the bid form may, but will not necessarily result in the Owner's rejection of the bid. The bidder acknowledges that it shall have no claim against, or entitlement to damages from, the Owner by reason of the Owner's rejection of its bid or of all bids. Additionally, the bidder acknowledges that the awarding of this Contract is subject to funding.

#### **5.0 PERFORMANCE BOND**

The successful Tenderer with a Surety approved by the Owner, will be required to enter into and sign an approved Performance Bond jointly and severally with the Owner for the amount of one hundred percent (100%) of the Total Tender Price for due and proper fulfillment of the Tender and maintenance of the work for the duration of the maintenance period.

#### **6.0 LABOUR & MATERIAL PAYMENT BONDS**

The successful Tenderer will be required to furnish a Labour and Material Payment Bond in a form suitable to the Owner in the amount equal to one hundred percent (100%) of the Total Tender Price for payment of all labour and material used in the completion of the project. The dollar limit noted herein does not relieve the successful Tenderer from any and all obligations which he may have regarding the full payment of all labour and material used in the completion of the work.



## **7.0 INSURANCE**

The Contractor shall furnish to the Owner satisfactory evidence that he has insurance to cover risk and liability for the period of the execution of the work.

The Liability Insurance shall have a limit of liability of not less than 2 Million Dollars inclusive for any one occurrence. It shall be a comprehensive liability insurance covering all operations and liability assumed under the Contract and it shall name the Essex Region Conservation Authority and their representatives as additional insured under the policy as well as any others required by the Owner at the time of Bond preparation. It shall also contain a cross liability and save harmless clause for the Essex Region Conservation Authority.

The liability insurance shall not contain any exclusions or limitations in respect to shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or subsidence of any property, structure or land from any cause.

The liability insurance shall be endorsed to provide that the policy shall not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Owner; such copy of this policy to be submitted to the Owner prior to commencement of the work.

## **8.0 HARMONIZED SALES TAX (HST)**

The successful Bidder will be completely responsible for complying with all requirements regarding Sales Tax. The successful Bidder will cooperate with the Owner in providing any documentation necessary to support the accurate calculation and administration of the HST on this project. This documentation will be provided in advance of any payment requests. Contract payments will not be made without the necessary HST support documentation.

The Harmonized Sales Tax (HST) shall not be included in any items of this Bid and it shall not be included in the Total Bid Price. It shall be included as a separate amount on the Summary of Prices page and it shall be included in the Total Contract Price.

## **9.0 APPROVALS**

This project is subject to the approvals of the Essex Region Conservation Authority. Any approvals and permits required for this project will be obtained by the Owner. During the execution of this project, the Contractor shall be bound to comply with all conditions of approval.

## **10.0 LABOUR CONDITIONS**

Labour conditions, as set out by the Ministry of Labour, must be adhered to during the course of this project.

## **11.0 WORKPLACE SAFETY AND INSURANCE**

**The Contractor will be required to submit to the Owner, Certificates of Clearance from the Workplace Safety and Insurance Board prior to commencement of the work and before final payment is made.**

The Contractor shall carry out this project in strict accordance with the current edition of the Occupational Health and Safety Act, including the regulation for construction projects, Ontario Regulation 213/91 as amended by Ontario Regulation 613/94, and other prescribed legislation and regulations as they may pertain to the work.

The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety & Insurance Act.

## **12.0 COMMENCEMENT AND COMPLETION**

The Contractor shall start his work on this Contract within 7 working days of receiving written notice to commence work. Once work has begun, the Contractor will be required to furnish a normal labour and equipment force, without interruption, until final completion of the Contract. **The Contractor shall prosecute his work on this Contract to completion within a period no greater than 15 working days.**

## **13.0 MAINTENANCE**

The Contractor shall guarantee the work for a period of one year from the Date of Substantial Performance thereof from deficiencies that, in the opinion of the Owner, were caused by faulty workmanship or materials. The Contractor shall, at his own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Owner. Should the Contractor for any cause fail to do so, then the Owner may do so and employ such other person or persons as the Engineer may deem proper to make such repairs or do such work, and the whole costs, charges and expenses so incurred may be deducted from any amount due to the Contractor or may be collected otherwise by the Owner from the Contractor.

The decision of the Owner shall be final as to the necessity of repairs of any work required to be done under the provisions of this clause or any other clause or clauses, in the amounts expended therefore.

## **14.0 HOLDBACK**

Progress Payments shall be subject to a holdback of ten percent (10%) of the price of the services and materials which have been supplied in accordance with the requirements of the Construction Lien Act.

In addition to the ten percent (10%) holdback, the Owner may withhold a sufficient and reasonable sum, as determined by the Engineer, until uncompleted work is finished or deficiencies in any part of the constructed works are rectified.

Provided that no liens are registered against the project, holdback monies will be released in accordance with the Construction Lien Act and after the following required documentation has been submitted by the Contractor.

- a) Certificate of Clearance from the Workplace Safety and Insurance Board.
- b) Confirmation of publication of the Certificate of Substantial Performance in a Construction Trade Newspaper.
- c) A Statutory Declaration stipulating that all accounts with regard to the Contract have been settled.

## **15.0 ENVIRONMENTAL PROTECTION**

The Contractor shall maintain under this Contract any temporary erosion, sediment and pollution control features installed.

The Contractor shall control emissions from equipment and plant to local authorities emission requirements.

The Contractor shall abide by local noise By-Laws for the duration of the Contract.

The Contractor shall not allow any debris, fill or other foreign matter to enter into the local drainage features (i.e. drains, ditches, swales, etc.).

The Contractor shall not bury rubbish and waste materials on site unless approved by the Owner and all applicable approving authorities. The site shall be maintained free of accumulated waste and rubbish. All waste materials should be disposed of in a legal manner at a site approved by all local approving authorities and the Owner.

Spills of deleterious substances into waterways and on land shall be immediately contained by the Contractor and the Contractor shall cleanup in accordance with Provincial regulatory requirements. All spills shall be reported to the Ontario Spills Action Centre (1-800-268-6060), local authorities having jurisdiction and the Owner. To reduce the risk of fuel entering the waterway, refueling of machinery must take place a safe distance from the waterway. Any equipment working in or near the water must be free from any leaks of oil, grease or other contaminates prior to being brought to the site.

The Contractor shall note the Owner will not take any responsibility for spills, this shall be the sole responsibility of the Contractor.

## **16.0 WHMIS**

The Contractor shall comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials and regarding labelling and the provision of material safety data sheets acceptable to Labour Canada.

## **17.0 DRAINAGE AND SEDIMENT CONTROL**

The Contractor shall not pump water containing suspended materials into waterways, sewers or drainage systems. The Contractor shall be solely responsible for the control, disposal or runoff of water containing suspended materials or other harmful substances in accordance with OPSS 805, and local authority requirements and shall prevent sediment from entering

the watercourse to the maximum extent possible. The Contractor shall provide temporary drainage and pumping as necessary to keep excavations and site free from water.

The Contractor shall, at his own expense provide temporary measures as required to maintain the flow of all drains, ditches and water courses which may be encountered during the progress of the work.

The Contractor shall install and maintain sediment control devices as indicated in the Contract Drawing and as directed by the Owner.

## **18.0 PROTECTION OF VEGETATION**

The Contractor shall exercise the utmost caution to ensure that existing trees and plants on-site and on adjacent properties are not damaged or disturbed unless noted otherwise in this Contract. The Contractor shall restrict tree removal to areas indicated on the Contract Drawings and/or designated on-site. No trees or shrubs shall be removed without the approval of the Owner.

## **19.0 TRAFFIC CONTROL**

The Contractor shall control traffic in accordance with the Ontario Traffic Manual (Book 7 - Temporary Conditions) as published by the Ministry of Transportation.

The Contractor, at his own expense, shall erect and maintain any signs required for the proper notification and protection of the public travelling the haul route or passing by the site access. The Contractor shall save harmless the Owner from any legal actions resulting from any negligence or carelessness on the part of the Contractor.

## **20.0 RESPONSIBILITY FOR DAMAGES TO UTILITIES**

The locations of any underground and overhead utilities shown on the Contract Drawings are for the Owner's use only and are not guaranteed by either the Owner or the Engineer. It is the Contractor's responsibility to contact Utility Companies for further information in regard to these utilities, and to exercise the necessary care in construction operations or take other precautions to safeguard the Utility Company from damage. The cost of all damages to utilities both overhead and underground caused by the Contractor's operations shall be borne solely by the Contractor.

# **KOPEGARON WOODS BOARDWALK REPLACEMENT**

## **SPECIAL PROVISIONS**

### **1.0 GENERAL**

The general intent of this project is to replace old sections of the existing boardwalk that form part of the approximately one kilometre forest trail traveling through the Kopegaron Woods Conservation Area. The work to be completed includes but is not necessarily limited to the removal of designated sections of the existing boardwalk and the installation of new post and beam supports.

The Contractor shall note that some sections of the boardwalk were recently removed and rebuilt to the design standard indicated in the Contract Drawings. These sections shall remain in place.

The Contractor shall complete the works and supply all materials in accordance with the appropriate OPSS Standard Specifications, the Schedule of Items and Prices, the Contract Drawings and the following Special Provisions.

### **2.0 SCOPE OF WORK**

#### **2.1 Remove Existing Boardwalk**

This work shall consist of all labour, equipment and material required to completely remove the designated sections of boardwalk including all posts, supports, joists, deck boards, etc. All removed materials shall be disposed of off-site unless directed otherwise by the Owner.

The Contractor shall note that the removal of trees and brush along the proposed alignment will be undertaken by ERCA prior to construction. The removal and disturbance of any other vegetation is strictly prohibited without prior permission from ERCA.

The Contractor shall restrict construction traffic to the alignment of the existing boardwalk and the areas cleared for the new boardwalk.

#### **2.2 Supply and Install Boardwalk Supports**

This work shall consist of all labour, equipment and material required to supply and install the supports for the new boardwalk as detailed in the Contract Drawings including posts, beams, angles, welds, etc.

The Contractor shall note that stakes indicating the proposed alignment of the new boardwalk have been placed on-site by the Owner and/or their representatives. In addition, benchmarks (i.e. nail in tree) indicating the proposed platform levels been installed on-site. However, the Contractor shall be advised that it is still his responsibility to construct and install the supports in accordance with the design criteria indicated in the Contract Drawings. The Contractor

shall confirm the layout prior to the start of construction. If in his opinion adjustments to the alignment and platform levels are required to meet the design criteria, the Contractor shall advise the Owner immediately.

### 2.3 Construct Trail from Parking Lot

This work shall consist of all labour, material and equipment required to reconstruct the new trail from the existing gravel parking lot to the new Boardwalk Section A. This work shall include the stripping of the sod (6' wide x 2" deep) along the existing trail alignment and the supply, placement and compaction of 2" thick Granular Screenings over the existing trail.

The Contractor shall note that the ends of the new gravel trail shall be graded to suit the existing parking lot and new boardwalk level.

The Contractor shall note that the granular screenings used for this item shall be from a source approved by the Owner prior to construction.

## 4.0 MEASUREMENT

The quantity for unit price items shall be determined by taking field measurements and surveys before and after construction or by the actual amount of material placed as determined by the weigh bills provided by the Contractor. There will be no measurements for lump sum items.

## 5.0 PAYMENT

Payment shall be made at the unit price or lump sum bid indicated in the Form of Tender - Schedule of Items and Prices submitted by the Contractor and shall be compensation in full for all labour, equipment and material required to carry out this work as outlined above and shown on the Contract Drawings.

**APPENDIX**

**CONTRACT DRAWINGS**