

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2003-87

**Being a B-law to authorize the signing of a contract between
the Town of Amherstburg and L. Mailloux Construction (2000) Inc.**

WHEREAS the Town has tendered for Dock Replacements at the K. Walter Ranta Marina; and

WHEREAS L. Mailloux Construction (2000) Inc. has submitted the low tender

**NOW THEREFORE THE COUNCIL OF THE
TOWN OF AMHERSTBURG ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be authorized to sign the contract dated September 15, 2003 attached hereto and forming part of this by-law for the provision of Dock Replacements at the K. Walter Ranta Marina at a cost of \$73,410.05 including G.S.T.
2. That this by-law come into effect on the final passing thereof.

Read a first, second and third time and finally passed this 14th day of October, 2003.



MAYOR



CLERK

Certified to be a true copy of
By-law No. 2003-87 passed on
October 14, 2003.

Clerk

AGREEMENT

THIS AGREEMENT made in triplicate this 15th day of September, 2003.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part,

AND

L. Mailloux Construction (2000) Inc.

(hereinafter called the Contractor) of the second part.

WHEREAS the Corporation is desirous that certain works should be constructed, viz., the construction of the:

**K. WALTER RANTA MARINA 2003 IMPROVEMENT PROGRAM
PHASE 1 - DOCK REPLACEMENTS**

in the Town of Amherstburg and appurtenances and has accepted a Tender by the Contractor for the construction, completion and maintenance of such works:

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Contractor hereby covenants and agrees to provide and supply at his expense, all and every kind of labour, machinery, equipment and materials for, and to undertake and complete in strict accordance with his Tender dated the 22nd day of April, 2003,

and the Contract Documents (consisting of the General Conditions of Contract, Drawings, Specifications, Information to Tenderers, Special Provisions of Contract, if any, (including all modifications thereof and incorporated in the said documents before their execution) prepared by Hrycay Consulting Engineers Inc. and all of which said documents are annexed hereto and form part of this Agreement to the same extent as if fully embodied herein, the construction of the above noted works for the sum of

Seventy Three Thousand Four Hundred and Ten dollars and Five cents (\$73,410.05 including GST).

2. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Town of Amherstburg Public Works Department, within the specified time in his Tender. Time shall be deemed the essence of the contract.

- 3. The Contractor further covenants and agrees that he will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg and Hrycay Consulting Engineers Inc., along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution or negligent execution thereof by the Contractor, its servants, agents or employees.
- 4. The Corporation hereby covenants and agrees that if the said Work is duly and properly executed and materials are provided as aforesaid, and if the said Contractor carries out, performs and observes all of the requirements and conditions of this Agreement, the Corporation will pay to the Contractor, the price set forth in his Tender, such payment or payments to be made in accordance with the provisions of the General Conditions of the Contract referred to above.
- 5. This Agreement and everything herein contained shall endure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.

Sandy Amelin
 WITNESS AS TO SIGNATURE OF
 CORPORATION

L. Mailloux
 Contractor's Signature and Seal
L. MAILLOUX CONSTRUCTION (2000) INC.
 Contractor's Name
1740 ST. CLAIR ROAD RR#1
 Contractor's Address STONEY POINT, ONT. N0R1N0

 WITNESS AS TO SIGNATURE OF CORPORATION

CORPORATION OF THE TOWN OF AMHERSTBURG
T. DiBartolomeo
 Mr. Tony DiBartolomeo, Mayor
D. Mailloux
 Mr. David Mailloux, Clerk

TENDER DOCUMENTS

FOR

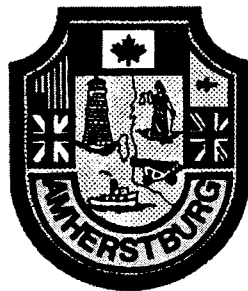
K. WALTER RANTA MARINA

2003 IMPROVEMENT PROGRAM

PHASE 1 – DOCK REPLACEMENTS

TOWN OF AMHERSTBURG

APRIL 2003



**K. WALTER RANTA MARINA
2003 IMPROVEMENT PROGRAM
PHASE 1 - DOCK REPLACEMENTS
IN THE
TOWN OF AMHERSTBURG
GENERAL INDEX**

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FORM OF TENDER
K. WALTER RANTA MARINA
2003 IMPROVEMENT PROGRAM
PHASE 1 - DOCK REPLACEMENTS
TOWN OF AMHERSTBURG

TO: Mayor and Municipal Council
 Corporation of the Town of Amherstburg
 Municipal Offices
 P.O. Box 159,271 Sandwich Street South
 Amherstburg, Ontario N9V 2Z3

L. MAILLOUX CONSTRUCTION the undersigned, having examined the locality and site of the Works, Drawings and Specifications as prepared by Hrycay Consulting Engineers Inc., hereby offer to furnish all materials including all appropriate sales taxes and perform all the work necessary as described in the above documents and in accordance with the said documents under the supervision of the Amherstburg Public Works Department for the sum of

SEVENTY THREE THOUSAND FOUR HUNDRED TEN

DOLLARS $\frac{05}{14}$ DOLLARS (\$ 73,410.05 Including G.S.T.)

And made up as follows:

1.	Remove and replace twelve (12) long berth dock structures in accordance with the Specifications and as noted on the Contract Drawings.			
	Complete at lump sum (each) \$ <u>4,883.96</u> Each	x	12 Structures	\$ <u>58,607.52</u>
2.	Remove and replace two (2) short berth dock structures in accordance with the Specifications and as noted on the Contract Drawings.			
	Complete at lump sum (each) \$ <u>4,000.00</u> Each	x	2 Structures	\$ <u>8,000.00</u>
3.	Contingency item of \$2,000.00 to be used only upon authorization from Public Works Department for any unforeseen extra work.			
	Complete at lump sum			\$ <u>2,000.00</u>
SUB TOTAL FOR TENDER				\$ <u>68,607.52</u>
7% G.S.T. PAYABLE (ON ABOVE)				\$ <u>4,802.53</u>
TOTAL FOR TENDER (INCLUDING G.S.T.)				\$ <u>73,410.05</u>

The Tenderer declares that this Tender is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a Tender for the same work and is in all respect, fair and without collusion or fraud.

The Tenderer further agrees to leave this Tender open for acceptance for a period of 60 calendar days from the closing date of Tenders.

The Tenderer further agree to enter into a Contract with the CORPORATION OF THE TOWN OF AMHERSTBURG for the above work within 10 days after the Contract is awarded.

It is understood that the CORPORATION OF THE TOWN OF AMHERSTBURG is not bound to accept the lowest, any or any particular bid. The criteria to be considered by the Municipality in awarding the contract will include a combination of price, scheduling, expertise, qualifications and such other conditions as may be determined by the Municipality 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 Municipality's rejection of the bid. The bidder acknowledges that it shall have no claim against, or entitlement to damages from, the Municipality by reason of the Municipality's rejection of its bid or of all bids.

Proof of Liability Insurance will be required before commencement of the work.

A Certificate of Good Standing from the Workplace Safety & Insurance Board will be required before commencement of the work and before final payment is made.

The Tenderer agrees to initiate pre-fabrication of the docks within 2 days of receiving notice to commence work and shall work continuously on this project (weather permitting) through completion.

The Tenderer agrees to complete the Works within the time to be known as the "Time of Completion".

TENDERED BY: L. MAILLOUX CONSTRUCTION (2000) INC.

ADDRESS: 1740 ST. CLAIR ROAD RR#1
STONEY POINT, ONTARIO N0R 1N0

G.S.T. REGISTRATION NO. # 104411343

DATED AT STONEY POINT THIS 22 DAY OF APRIL, 2003

SANDY AMLIN

LEO MAILLOUX

Sandy Amlin

Leo Mailloux

Signature of Witness

Signature of Tender

NOTE:

If the Tender is submitted by or on behalf of a Corporation, it must be duly signed in the name of such Corporation by the duly authorized officers and the seal of the Corporation must be affixed. If the Tender is submitted by or on behalf of an individual or a partnership, a seal must be affixed opposite the signature of the individual or partner.

Monthly progress orders for payment shall be furnished to the Contractor by the Commissioner in charge and such orders shall not be for more than 90% of the value of the work done and the materials furnished on the site. The paying of the full 90% does not imply that any portion of the work has been accepted. The remaining 10% will be paid 45 days after the final acceptance and completion of the work.

AGREEMENT

THIS AGREEMENT made in triplicate this 15th day of September, 2003.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part,

AND

L. Mailloux Construction (2000) Inc.

(hereinafter called the Contractor) of the second part.

WHEREAS the Corporation is desirous that certain works should be constructed, viz., the construction of the:

**K. WALTER RANTA MARINA 2003 IMPROVEMENT PROGRAM
PHASE 1 - DOCK REPLACEMENTS**

in the Town of Amherstburg and appurtenances and has accepted a Tender by the Contractor for the construction, completion and maintenance of such works:

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Contractor hereby covenants and agrees to provide and supply at his expense, all and every kind of labour, machinery, equipment and materials for, and to undertake and complete in strict accordance with his Tender dated the 22nd day of April, 2003,

and the Contract Documents (consisting of the General Conditions of Contract, Drawings, Specifications, Information to Tenderers, Special Provisions of Contract, if any, (including all modifications thereof and incorporated in the said documents before their execution) prepared by Hrycay Consulting Engineers Inc. and all of which said documents are annexed hereto and form part of this Agreement to the same extent as if fully embodied herein, the construction of the above noted works for the sum of

Seventy Three Thousand Four Hundred and Ten dollars and **Five** cents (**\$73,410.05 including GST**).

2. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Town of Amherstburg Public Works Department, within the specified time in his Tender. Time shall be deemed the essence of the contract.

- 3. The Contractor further covenants and agrees that he will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg and Hrycay Consulting Engineers Inc., along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution or negligent execution thereof by the Contractor, its servants, agents or employees.
- 4. The Corporation hereby covenants and agrees that if the said Work is duly and properly executed and materials are provided as aforesaid, and if the said Contractor carries out, performs and observes all of the requirements and conditions of this Agreement, the Corporation will pay to the Contractor, the price set forth in his Tender, such payment or payments to be made in accordance with the provisions of the General Conditions of the Contract referred to above.
- 5. This Agreement and everything herein contained shall endure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.

Sandy Amelin
 WITNESS AS TO SIGNATURE OF CORPORATION

L. Mailloux
 Contractor's Signature and Seal
L. MAILLOUX CONSTRUCTION (2000) INC.
 Contractor's Name

1740 ST. CLAIR ROAD RR#1
 Contractor's Address STONEY POINT, ONT. N0R1N0

CORPORATION OF THE TOWN OF AMHERSTBURG

[Signature]
 Mr. Tony DiBartolomeo, Mayor
[Signature]
 Mr. David Mailloux, Clerk

WITNESS AS TO SIGNATURE OF CORPORATION

INFORMATION TO TENDERERS**K. WALTER RANTA MARINA
2003 IMPROVEMENT PROGRAM
PHASE 1 - DOCK REPLACEMENTS****TOWN OF AMHERSTBURG****1.0 TENDERS**

Tenders will be received by:

The Corporation of the Town of Amherstburg
Municipal Offices
271 Sandwich Street, P.O. Box 159
Amherstburg, Ontario N9V 2Z3

up until the hour of:

11:00 a.m., Local time, Tuesday, April 22, 2003

Tenders received after the closing deadline, whether delivered personally, or if mailed, regardless of postal markings, will not be opened. Fax submissions will not be accepted.

2.0 BID BOND WITH TENDERS

No Tender shall be considered as bona fide unless accompanied by a Certified Cheque or Bid Bond in the amount of \$7,500.00 and made payable to the Corporation of the Town of Amherstburg. 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 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.

3.0 PERFORMANCE AND LABOUR & MATERIAL BONDS

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. Individual members of the Tenderer's firm will not be accepted as sureties. The bond of a Guarantee Company approved by the Owner will be accepted.

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.

4.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Each Tenderer 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 quantities shown as indicated on the drawings or in the report are estimates only and are for the sole purpose of indicating to the Tenderers the general magnitude of the work. The Tenderer is responsible for checking quantities for accuracy prior to submitting his tender.

The Contractor should consider the following during the preparation of his bid: **There will be boats on-site during the works**; and, to allow the Town to provide alternative dockage to the affected boaters, **the Town reserves the right to specify which order the new docks are installed.**

5.0 AGREEMENT AND GENERAL CONDITIONS

Tenders will be received and contracts awarded only in the form of a lump sum contract unless otherwise provided, for the completion of the whole work or of specified sections thereof in accordance with the plan, profile and specification. The Contractor agrees to enter into a formal contract with the Municipality upon acceptance of the tender.

All work included in the contract must be completed on or before the date fixed in the contract and must, at the time of completion and final inspection, be in first class condition and comply fully with the specifications.

Final inspection will be made by the Amherstburg Public Works Department within 20 days after the Municipality has received notice in writing from the Contractor that the work is completed, or as soon thereafter as weather conditions permit.

The Contractor will be held liable for any damage or expenses occasioned by his failure to complete the work on time and for any expenses of inspecting, superintending or re-letting due to his neglect or failure to prosecute the work satisfactorily. Any such expense or damages may be deducted by the Municipality from the amount of the Contract or may be recovered by the Municipality from the Contractor and his sureties.

6.0 INSURANCE

Within ten (10) days after the contract has been awarded to him, the Contractor shall furnish to the Clerk of the Municipality satisfactory evidence that he has insurance to cover risk and liability in accordance with the General Conditions 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. The Contractor shall note that where construction work is to be performed within the lands owned by a railway company or a road allowance owned by the Ministry of Transportation the liability insurance shall have a limit of liability of not less than **5 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 Town of Amherstburg and its officials and Hrycay Consulting Engineers Inc. as additional insured under the policy and shall also contain a cross liability and save harmless clause for the said Town of Amherstburg and Hrycay Consulting Engineers Inc.

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 Municipality. Such copy of this policy is to be submitted to the Clerk of the Municipality prior to commencement of the work.

7.0 WORKPLACE SAFETY & INSURANCE

The Contractor will be required to submit to the Municipality, a Certificate of Good Standing from the Workplace Safety & Insurance Board prior to the commencement of the work and the Contractor will be required to submit to the Municipality, a Certificate of Clearance for the project from the Workplace Safety & Insurance Board before final payment is made to the Contractor.

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.

8.0 CONSTRUCTION SAFETY ACT

The Contractor shall comply with all the requirements of the Occupational Health and Safety Act, 1990 and Regulations for Construction Projects and Amendments, as administered by the Ontario Ministry of Labour and all subsequent amendments of the said Act. In the event that the Contractor fails to comply with the requirements of the above mentioned Act, the Municipality may suspend the operation of the work forthwith and the suspension will remain in effect until the Contractor has taken whatever remedies are necessary to comply with the said Act. Suspension of the work by the Municipality on account of the provisions of this clause, shall not allow the Contractor any extension of the Time of Completion and the Contractor may be liable for liquidated damages to the Municipality.

9.0 CONTRACTORS LIABILITY

The Contractor, his agents and all workmen or persons under his control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever occasioned in the carrying on of the work, or by any neglect on the Contractor's part.

The Contractor, shall indemnify and hold harmless the Municipality, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the contract.

10.0 ONTARIO PROVINCIAL SALES TAX

The suggestions noted below are for the Tenderer's information in the matter of Ontario Sales Taxes. The successful Tenderer will be completely responsible for complying with all requirements regarding Ontario Provincial Sales Tax and no subsequent claims will be allowed or payments made to the Tenderer by the Municipality with respect to any rebates for Ontario Provincial Sales Tax.

- a) Ontario Provincial Sales Tax on materials that enter into and form part of the works shall be included in the tendered unit prices, including ready mix concrete and hot or cold mix asphalt materials.

- b) Labour charges remaining exempt are:
- 1) Installation of goods that become real property upon installation.
 - 2) Repair and maintenance of real property.
 - 3) Repair and maintenance of goods where replacement parts are not subject to tax.
 - 4) Repair or reconditioning of goods purchased for resale by vendors.

At the request of the Municipality the Contractor shall provide receipts showing the amount of taxes paid for all materials used on this project. Ontario Provincial Sales Tax rebates (where applicable) will be applied for and retained by the Municipality.

11.0 GOODS AND SERVICES TAX

The Contractor should be aware of his responsibility for payment to Revenue Canada of the Goods and Service Tax, which came into effect on January 1, 1991. The Contractor will be required to calculate and include the following in his Tender:

- 1) Tender Price (not including G.S.T.)
- 2) Total Tender Price (including 7% G.S.T.)

For the purposes of evaluating Tenders, Item (2) **must** be the Tender Price plus 7%. If a percentage other than 7% is added, the Tender will be assumed to be in error and will be corrected accordingly.

12.0 LIQUIDATED DAMAGES

Liquidated damages, consisting of additional cost incurred by the Municipality, may be charged to the Contractor if the work is not completed within the specified Time of Completion.

Additional cost incurred by the Municipality to inspect or re-check corrective work, resulting from incorrect work by the Contractor or work not accepted by the engineer, may be charged to the Contractor.

13.0 WORK SCHEDULE

The anticipated start date for the work is 14 October 2003. 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 work shall be substantially complete by 24 November 2003 (6 weeks after commencement).

SPECIFICATIONS

K. WALTER RANTA MARINA 2003 IMPROVEMENTS PROGRAM PHASE 1 - DOCK REPLACEMENTS

TOWN OF AMHERSTBURG

1.0 GENERAL

The works generally entail the removal and replacement of 14 dock structures at the K. Walter Ranta Marina, located in the Town of Amherstburg, Ontario.

The works shall be completed in accordance with OPSS Form 351, except as amended and extended herein.

2.0 MATERIALS

The Contractor shall supply all materials as indicated in the Form of Tender and in accordance with these Specifications.

3.0 SCOPE OF WORK

3.01 Removal of Existing Dock Structures

All existing dock structures noted for replacement shall be removed and disposed of by the Contractor at his expense.

Dock Structures (referenced to berthing numbers) to be removed are as follows:

Long Berths

1. Dock Servicing 103/102
2. Dock Servicing 93/92
3. Dock Servicing 91/90
4. Dock Servicing 87/86
5. Dock Servicing 83/82
6. Dock Servicing 79/78
7. Dock Servicing 77/76
8. Dock Servicing 69/68
9. Dock Servicing 67/66
10. Dock Servicing 65/64
11. Dock Servicing 63/62
12. Dock Servicing 53/52

Short Berths

13. Dock Servicing 23/22
14. Dock Servicing 13/12

The Contractor's attention is drawn to the key plan for the location of dock structures.

3.02 Construction of New Dock Structures

The Contractor's attention is drawn to the following existing dock structures, which represent the general intention of the Owner for the replacement docks. The Contractor shall note that these are provided for reference only. The Contract Drawings and Specification shall govern the construction of the replacement docks.

Long Berth Dock

Dock Servicing 81/80

Dock Servicing 73/72

Short Berth Dock

Dock Servicing 15/14

The dock structures as noted in Section 3.01 to be removed will be replaced according to the following specifications.

3.02.1 Structural Steel

3.02.1.1 General Applicable Standards

This specification makes reference to the following standards, specifications or publications:

- OPSS 911 (Coating of Structural Steel)
- CAN/CSA G40.20-M92 (General Requirements for Rolled or Welded Structural Quality Steel)
- CAN/CSA G40.20-M92 (Structural Quality Steels)
- CAN3 S16.1-M89 (Steel Structures for Buildings – Limit States Design)
- CSA W59-M89 (Welded Steel Construction (Metal Arc Welding))

3.02.1.2 Materials

Steel

Structural Steel shall conform to CAN/CSA G40.21-M

Stainless Steel Bolts, Nuts and Washers

Each Carriage Bolt shall be supplied with one nut and one washer. The bolts, nuts and washer shall conform to AISI 304.

Electrodes

Electrodes shall conform to clauses 5.2.1.1 to 5.2.1.5 inclusive of CSA W59M with references only to Tables 12-1, 12-2a, 12-2b, and to CAN/CAS G40.21-M, 350W grade steel.

Complete Joint Penetration Groove Welds

Complete joint penetration groove welds shall conform to clause 10.1.1 of CSA W59-M. Unless produced with the aid of steel backing, the roof of the initial weld shall be gouged, chipped or otherwise removed to sound metal before welding is started from the other side.

Quality of Welds

The quality of welds shall conform to Clause 12.5.4 of CSA W59-M.

Transportation and Delivery

Structural steel shall be loaded for shipping in such a manner that it can be transported and unloaded at its destination without being excessively stressed, deformed or otherwise damaged.

Structural steel, when stored, shall be stockpiled to avoid excessive stress deformation or other damage.

Connections

Holes to be made in the field shall only be drilled or reamed.

3.02.2 Wood Members

3.02.2.1 Applicable Standard

All wood members used in this Contract shall conform to CAN/CSA-O86.1-M89 Engineering Design in Wood (Limit States Design).

Particulars of members used, spacings, connection details etc. are as noted on the Contract Drawings.

3.03 Damage to Adjacent Sidewalk and Boulevard Area

The Contractor will be required to make good, at his own expense, all damage done to the sidewalk and boulevard area adjacent to the dock structures. This shall include the removal of all construction rubbish and material from the boulevards adjoining the sidewalk and the restoration of the same to as good and clean condition as they were before commencing the work. The cost of this item is to be included in the price bid for the removal and replacement of the dock structures.

3.04 Extra Work

The Contractor will be required to undertake an exploratory excavation to assess the cause of settlement south of the existing sidewalk in preparation for Phase 2 of the Improvement Program. This work shall be paid for on a time and material basis (at OPS rates).

4.0 MEASUREMENTS FOR PAYMENT

The quantity for unit price items shall be determined by taking field measurements and surveys before and after the material is excavated, placed, etc. 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 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.