

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2003-70

**Being a By-law to authorize the signing of a contract
between the Town of Amherstburg and Dunn Paving Ltd.**

WHEREAS the Town has tendered for the provision of asphalt for the 2003 Road Asphalt Program and;

WHEREAS Dunn Paving Ltd. 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 with Dunn Paving Ltd. attached hereto and forming part of this by-law for the provision of asphalt at a cost of \$44,255.20 based on estimated quantities.
2. That this by-law come into effect on the final passing thereof.

Read a first, second and third time and finally passed this 8th day of September, 2003.



MAYOR



CLERK

AGREEMENT

THIS AGREEMENT made in triplicate this 20th day of August, 2003.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part,

AND

DUNN PAVING LIMITED

(hereinafter called the Contractor) of the second part.

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

2003 ASPHALT PAVING PROGRAM

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 20th day of August, 2003,

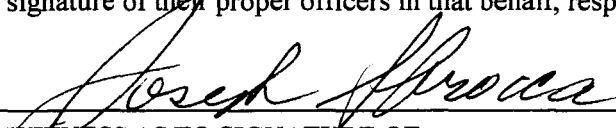
and the Contract Documents (consisting of the General Conditions of Contract, Drawings, Specifications, Information to Tenderers, Special Provisions of Contract, if any, (including all modifications thereof and incorporated in the said documents before their execution) prepared by Hrycay Consulting Engineers 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

Forty Four Thousand Two Hundred and Fifty Five dollars and Twenty Cents (\$44,255.20 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.



 WITNESS AS TO SIGNATURE OF
 CORPORATION




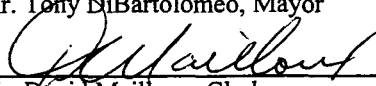
 Contractor's Signature and Seal
 DUNN PAVING LIMITED

 Contractor's Name
 405 LITTLE BASELINE RD.
 TELUMSETH ONT N8N 2L9

 Contractor's Address

 WITNESS AS TO SIGNATURE OF CORPORATION

CORPORATION OF THE TOWN OF AMHERSTBURG


 Mr. Tony DiBartolomeo, Mayor


 Mr. David Mailloux, Clerk

ORIGINAL
PHUB MAILBOX COPY

TENDER DOCUMENTS

FOR

**2003 ASPHALT PAVING
PROGRAM**

TOWN OF AMHERSTBURG

JULY 2003



2003 ASPHALT PAVING PROGRAM

IN THE

TOWN OF AMHERSTBURG

GENERAL INDEX

1.	TENDER FORMS	T-1 TO T-5
2.	FORM OF AGREEMENT	A-1 TO A-2
3.	INFORMATION FOR TENDERS	IT-1 TO IT-4
4.	SPECIFICATIONS	SP-1 TO SP-3

BID BOND

NO.:100005667-066

KNOW ALL MEN BY THESE PRESENTS THAT DUNN PAVING LIMITED as Principal, hereinafter called the Principal, and **St. Paul Guarantee Insurance (Formerly London Guarantee Insurance Company)** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **THE CORPORATION OF THE TOWN OF AMHERSTBURG** as Obligee, hereinafter called the Obligee, in the amount of **TEN PERCENT OF THE TENDER PRICE (10% OF TENDER PRICE)** lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written tender to the Obligee dated the **30TH** day of **JULY**, 2003 for **2003 ASPHALT PAVING PROGRAM**.

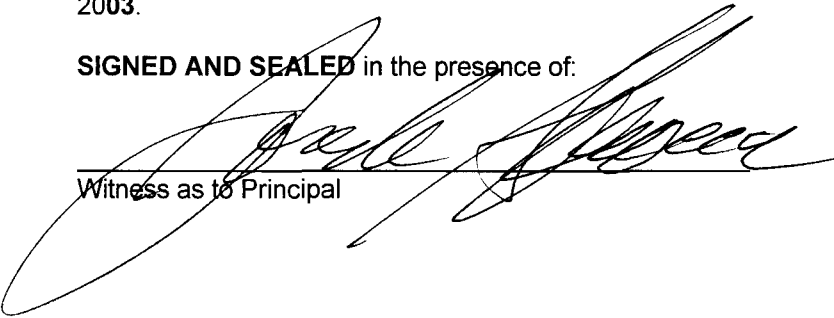
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have the tender accepted within **NINETY (90)** days from the closing date of tender and the said Principal will, within the time required, enter into a formal contract and give the specified security to secure the performance of the terms and conditions of the Contract, then this obligation shall be null and void; otherwise the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

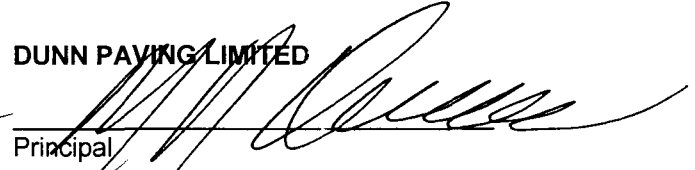
The Principal and the Surety shall not be liable for a greater sum than the specified penalty of this Bond.

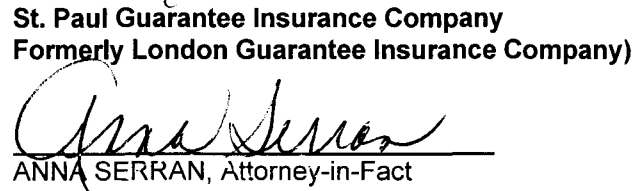
Any suit under this Bond must be instituted before the expiration of six months from the date of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this bond this **29TH** day of **JULY**, 2003.

SIGNED AND SEALED in the presence of:


Witness as to Principal

DUNN PAVING LIMITED

Principal

St. Paul Guarantee Insurance Company
Formerly London Guarantee Insurance Company)

ANNA SERRAN, Attorney-in-Fact

FORM OF TENDER
2003 ASPHALT PAVING PROGRAM
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

Dunn Paving Limited the undersigned, having examined the locality and site of the Works, Drawings and Specifications as prepared by the 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

DOLLARS \$ 44,255.20 (Including G.S.T.) is made up as follows:

ITEM NO.	SPEC. CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
SECTION A - WELLINGTON STREET						
1	3.01	Pulverize existing asphalt pavement as specified	SQ.M.	950	<u>3.00</u>	<u>2,850.00</u>
2	3.02	Supply, place, grade and compact Granular 'A' (50mm thick as specified)	TONNE	100	<u>22.00</u>	<u>2,200.00</u>
3	3.04	Supply and install Polyethylene Manhole Adjusting Rings	EACH	1	<u>200.00</u>	<u>200.00</u>
4	3.05	4) Supply and place asphalt pavement				
		a) 50mm (2") of HL-4 base	TONNE	125	<u>58.00</u>	<u>7,250.00</u>
		b) 40mm (1.5") of HL-3 surface	TONNE	100	<u>58.00</u>	<u>5,800.00</u>
		TOTAL SECTION A				<u>\$ 18,300.00</u>
SECTION B - BLUE STREET						
1	3.05	Supply, place and compact 50mm (2") of HL-4 asphalt pavement	TONNE	50	<u>58.00</u>	<u>2,900.00</u>
		TOTAL SECTION B				<u>\$ 2,900.00</u>

SECTION C - WATER FOAM DRIVE

1	3.01	Pulverize existing asphalt/scarify granular base to a depth of 75mm (3"); regrade and compact to suit	SQ.M.	350	<u>2.00</u>	<u>700.00</u>
2	3.05	Supply, place and compact 75mm (3") of HL-4 asphalt pavement	TONNE	70	<u>58.00</u>	<u>4,060.00</u>
TOTAL SECTION C						<u>\$ 4,760.00</u>

SECTION D - SEA CREST DRIVE

1	3.03	Excavate granular at watermain crossing to a depth of 50mm (2"); backfill with HL-4 asphalt	L.S.			<u>300.00</u>
2	3.04	Supply and install Polyethylene Manhole Adjusting Rings	EACH	1	<u>200.00</u>	<u>200.00</u>
3	3.05	Supply, place and compact 50mm (2") of HL-4 asphalt pavement	TONNE	50	<u>58.00</u>	<u>2,900.00</u>
TOTAL SECTION D						<u>\$ 3,400.00</u>

SECTION E - SILVER SANDS DRIVE

1	3.04	Supply and install Polyethylene Manhole Adjusting Rings	EACH	1	<u>200.00</u>	<u>200.00</u>
2	3.05	Supply, place and compact 50mm (2") of HL-4 asphalt pavement	TONNE	50	<u>58.00</u>	<u>2,900.00</u>
TOTAL SECTION E						<u>\$ 3,100.00</u>

SECTION F - UNION STREET

1	3.04	Supply and install Polyethylene Manhole Adjusting Rings	EACH	3	<u>200.00</u>	<u>600.00</u>
2	3.04	Supply and install catch basin adjusting rings				
	a)	Polyethylene for standard catch basins	EACH	3	<u>250.00</u>	<u>750.00</u>
	b)	Concrete for non-standard catch basins	EACH	2	<u>150.00</u>	<u>300.00</u>
3	3.05	Supply, place and compact 50mm (2") of HL-4 asphalt pavement	TONNE	125	<u>58.00</u>	<u>7,250.00</u>
TOTAL SECTION F						<u>\$ 8,900.00</u>

SUB-TOTAL FOR TENDER \$ 41,360.00

7% G.S.T. PAYABLE (ON ABOVE) 2,895.20

TOTAL FOR TENDER (INCLUDING G.S.T.) \$ 44,255.20

[Handwritten signature]

COMPLETED PROJECTS

I/we have in the past completed the following works which are similar to the work for which the present offer is made:

Description of Work	Location	Year	For Whom Work Performed	Value
2002 RESURFACING	HIGHWAY 401	2002	MTO	4,000,000
2003 CHATHAM/KENT	CHATHAM KENT	2003	CHATHAM/ KENT	1,200,000

Note: The Tenderer must list no fewer than three (3) similar projects.

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 90 calendar days from the closing date of Tenders.

The Tenderer further agrees 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 have the required equipment and labour at the site within one week of receiving notice to commence work and to work continuously on this project (weather permitting) through completion.

The Tenderer agrees to complete the Works within the time frame indicated in Section 13.0 (Work Schedule) of the Information to Tenderers.

TENDERED BY: DUNN PAVING LIMITED

ADDRESS: 485 LITTLE BASELINE RD, R.R. #1
TECUMSEH, ONTARIO, N8N 2L9

G.S.T. REGISTRATION NO. R106512015

DATED AT TECUMSEH, ON THIS 30TH DAY OF JULY, 2003

Joseph Sbrocca

Joseph Sbrocca
Signature of Witness

Michael Dunn, PRESIDENT

Michael Dunn
Signature of Tenderer

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 20th day of August, 2003.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part,

AND

DUNN PAVING LIMITED

(hereinafter called the Contractor) of the second part.

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

2003 ASPHALT PAVING PROGRAM

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 20th day of August, 2003,

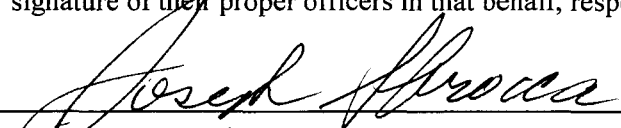
and the Contract Documents (consisting of the General Conditions of Contract, Drawings, Specifications, Information to Tenderers, Special Provisions of Contract, if any, (including all modifications thereof and incorporated in the said documents before their execution) prepared by Hrycay Consulting Engineers 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

Forty Four Thousand Two Hundred and Fifty Five dollars and Twenty Cents (\$44,255.20 including GST).

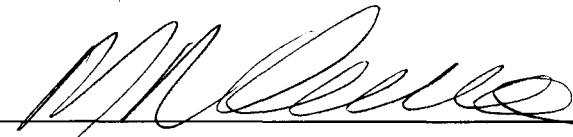
2. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Town of Amherstburg Public Works Department, within the specified time in his Tender. Time shall be deemed the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



 WITNESS AS TO SIGNATURE OF
 CORPORATION

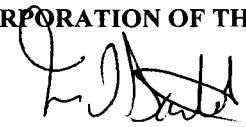


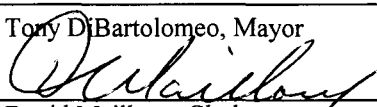
 Contractor's Signature and Seal
 DUNN PAVING LIMITED

 Contractor's Name
 485 LITTLE BASELINE RD.
 TECUMSEH ONT N8N 2L9

 Contractor's Address

 WITNESS AS TO SIGNATURE OF CORPORATION

CORPORATION OF THE TOWN OF AMHERSTBURG


 Mr. Tony DiBartolomeo, Mayor


 Mr. David Mailloux, Clerk

**INFORMATION TO TENDERERS
2003 ASPHALT PAVING PROGRAM
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, Wednesday, 30 July 2003.

There will be a public tender opening held at the Amherstburg Municipal Offices immediately after the tender closing on Wednesday, 30 July 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 DEPOSIT WITH TENDERS

No Tender shall be considered as bona fide unless accompanied by a **Certified Cheque or Bid Bond in the amount of 10% of the Total Tender Price** 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 that 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.

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 equally 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 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 Municipality. Such copy of this policy 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 recheck 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 Contractor shall start his work on this Contract within 7 working days of receiving written notice to commence work. The anticipated start date is 11 August 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.

SPECIFICATIONS
2003 ASPHALT PAVING PROGRAM
TOWN OF AMHERSTBURG

1.0 GENERAL

The work generally entails the placement of asphalt pavement and miscellaneous repairs on Blue Street and Wellington Street (village of McGregor) and Water Foam Drive, Sea Crest Drive, Silver Sands Drive and Union Streets (Edgewater area) in the Town of Amherstburg, Ontario (see Location Plan).

The works shall be completed in accordance with OPSS Form 310, 313 and 330 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 Pulverize Existing Pavement**

This work shall be undertaken in accordance with OPSS 330. The Contractor shall provide all labour and equipment required to pulverize the existing pavement on Wellington Street and to pulverize the pavement and scarify the granular base on Water Foam Drive. The pavement shall be pulverized such that 100% by mass passes the 50mm sieve and 95% passes the 37.5mm sieve.

The Contractor shall note that on Wellington Street the pulverized pavement will be supplemented/mixed with Granular 'A' for regrading and compacting purposes (see Section 3.02 below). The existing pavement on Wellington Street has an approximate thickness of 50mm (2").

The Contractor shall note that the granular base on Water Foam Drive shall be scarified to a depth that will allow for the placement of 75mm (3") of new asphalt pavement, while maintaining the existing pavement elevation. The granular and the pulverized pavement shall be mixed together as part of the regrading and compacting process. The existing pavement on Water Foam Drive has an approximate thickness of 50mm (2") or less.

3.02 Granular 'A'

This work shall consist of all materials, labour and equipment required to place, grade and compact 50mm (2") of Granular 'A' to supplement the pulverized pavement on Wellington Street. The granular material shall be mixed with the pulverized pavement during the regrading and compaction operation.

3.03 Excavate Watermain Crossing

The Contractor shall excavate the granular fill (approximate area of 5 sq.m) at the existing watermain crossing on Sea Crest Drive to a depth of 50mm (2"). The excavation shall be backfilled with HL-4 asphalt and compacted prior to placement of the new asphalt pavement.

3.04 Adjust Manholes and Catch Basins

This work shall include all materials, labour and equipment required to adjust all existing manhole and catch basin frame and covers to suit the placement of the new asphalt pavement. The Contractor shall use IPEX Lifesaver Adjusting Rings or an approved equal for the manholes and the standard size catch basins. Concrete adjusting rings or bricks shall be used for the non-standard size catch basins. All adjusting rings shall be installed in strict accordance with the manufacturer's installation instructions.

3.05 Asphalt Pavement

This work shall consist of the supply, placement and compaction of HL-4 and HL-3 asphalt pavement over the existing pavement or newly regraded road base, at the locations and to the thickness detailed on the Form of Tender.

The Contractor shall note that the existing pavement may have some minor defects (ie. pot holes, depressions, rutting, etc.) that must be filled with asphalt and compacted prior to placement of the new surface asphalt. The quantity of asphalt required to repair these defects has not been included in the estimated quantity. However, as indicated in Section 4.0 – Measurement for Payment, the Contractor will be paid for the actual quantity of asphalt delivered to the site.

Note: The adjustment of existing watermain valves to suit the new top of pavement shall be included in the unit price for this item.

3.06 Traffic Control

The Contractor will be solely responsible for controlling traffic on the project. Traffic shall be controlled in accordance with the Ontario Traffic Manual (Temporary Conditions Book 7) as published by the Ministry of Transportation and as required by the Owner and Engineer. All costs associated with traffic control shall be included in the cost for the Tender items.

3.07 Damage To Boulevards and Pavements

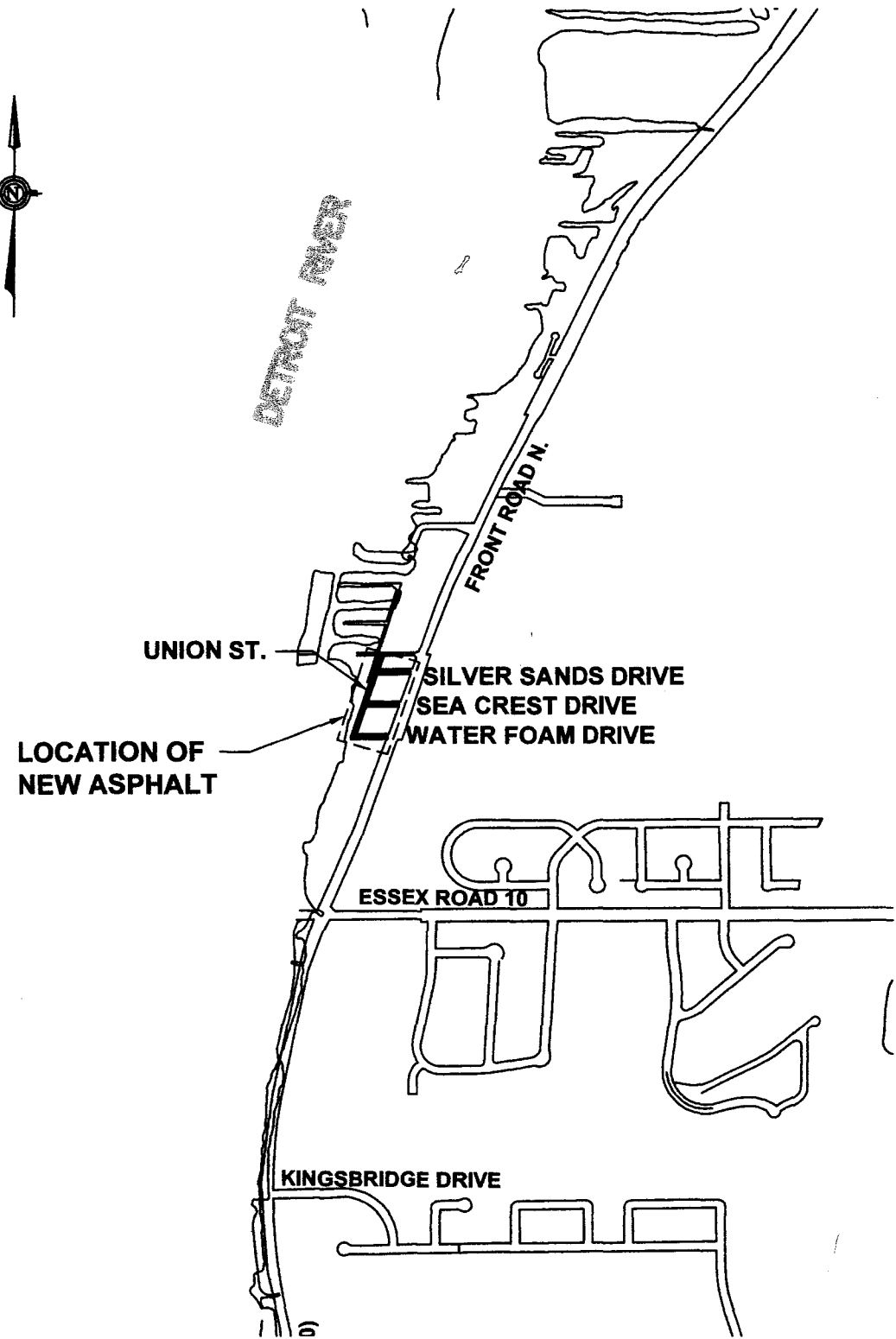
The Contractor will be required to make good, at his own expense, all damage done to the roadways, curbs or pavements while the work is in progress (as directed by Owner/Engineer).

4.0 MEASUREMENTS FOR PAYMENT

The Contractor will be required to supply delivery tickets for both the asphalt emulsion and the aggregate. Only materials delivered to the site and substantiated at the site will be included in the payment.

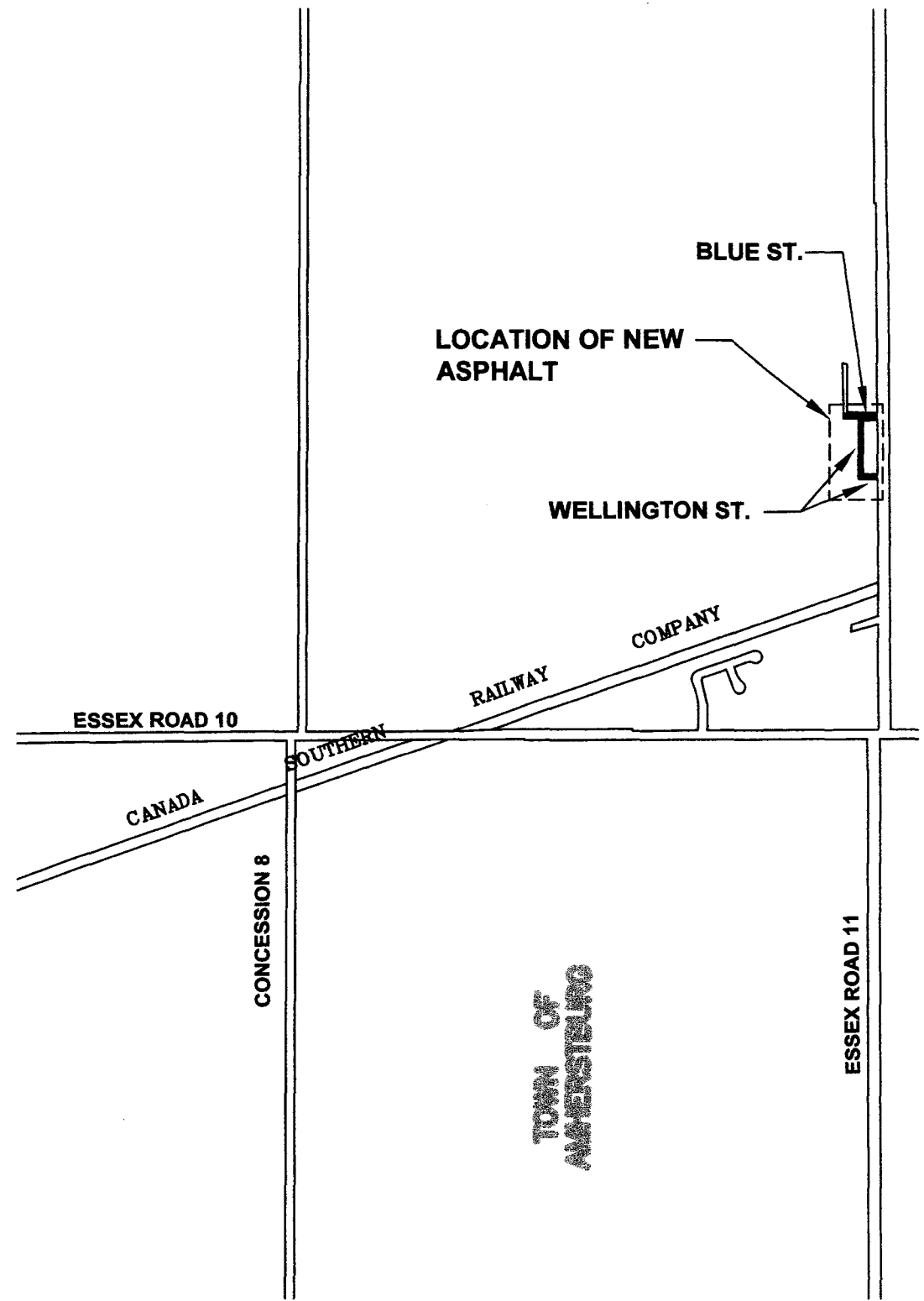
5.0 PAYMENT

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.



LOCATION OF NEW ASPHALT

EDGEWATER AREA



LOCATION OF NEW ASPHALT

McGREGOR AREA



2003 ASPHALT PAVING PROGRAM - LOCATION PLAN

N.T.S.