

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2003-88**

**Being a By-law to authorize the signing of a contract  
between the Town of Amherstburg and Giorgi Bros. (1994) Inc.**

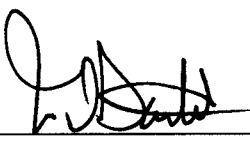
**WHEREAS** the Town has tendered for the construction, completion and maintenance of the Fryer Street Sidewalk Construction, and

**WHEREAS** Giorgi Bros. (1994) 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 3, 2003 with Giorgi Bros. (1994) Inc. attached hereto and forming part of this by-law for the provision of the Fryer Street Sidewalk at a cost of \$58,496.90 including G.S.T.; and
2. That this by-law come into effect on the final passing thereof.

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

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

Certified to be a true copy of  
By-law No. 2003-88 passed on  
October 14<sup>th</sup>, 2003.

\_\_\_\_\_  
Clerk

**AGREEMENT**

THIS AGREEMENT made in triplicate this 3rd day of September, 2003.

**BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG**

(hereinafter called the Corporation) of the first part,

**AND**

**Giorgi Bros. (1994) 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:

**2003 FRYER STREET SIDEWALK CONSTRUCTION**

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 30<sup>th</sup> day of July, 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

**Fifty Eight Thousand Four Hundred and Ninety Six dollars and Ninety cents (\$58,496.90 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.

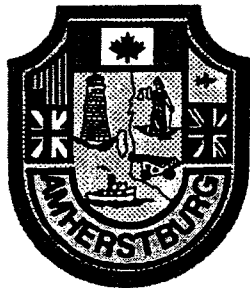
Pam Plante  
 \_\_\_\_\_  
 WITNESS AS TO SIGNATURE OF  
 CORPORATION

[Signature]  
 \_\_\_\_\_  
 Contractor's Signature and Seal  
George Bros (1994) INC  
 \_\_\_\_\_  
 Contractor's Name  
RR#1 Tecumseh  
 \_\_\_\_\_  
 Contractor's Address

\_\_\_\_\_  
WITNESS AS TO SIGNATURE OF CORPORATION

**CORPORATION OF THE TOWN OF AMHERSTBURG**  
[Signature]  
 \_\_\_\_\_  
 Mr. Tony DiBartolomeo, Mayor  
[Signature]  
 \_\_\_\_\_  
 Mr. David Mailloux, Clerk

**TENDER DOCUMENTS**  
**FOR**  
**FRYER STREET**  
**SIDEWALK CONSTRUCTION**  
**TOWN OF AMHERSTBURG**  
**JULY 2003**



CORPORATION OF THE TOWN OF AMHERSTBURG  
2003 FRYER STREET CONSTRUCTION

**ADDENDUM NO. 1**

Tenderers shall take note of the following **clarification** to the Tender Documents.

A. Contract Specifications

a) 3.03.8 **Backfilling and Regrading of Sidewalk**

The Specification, as written, requires the Contractor to use "on-site stockpiled material" for backfilling of the new sidewalk. The on-site stockpile refers to the soil that has been excavated by the Contractor during the Excavation of Subgrade operation (see 3.01 of specifications). The use of imported material for backfilling purposes will be permitted if preferred by the Contractor, however, any additional cost will be borne by the Contractor.

Except for the contents of this Addendum, all other items and conditions of the Tender shall remain in full force and effect. This Addendum shall be submitted with the completed Form of Tender and shall be considered proof that Tenderers have accounted for all revisions and additions, as described herein, in the determination of the Total Tender Price.

28 July 2003

  
Daniel M. Krutsch, P.Eng.  
BTS Consulting Engineers

**2003 FRYER STREET SIDEWALK CONSTRUCTION**

**IN THE**

**TOWN OF AMHERSTBURG**

**GENERAL INDEX**

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**FORM OF TENDER**  
**FRYER STREET SIDEWALK CONSTRUCTION**  
**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

WE. 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 \$ 58,496.90 (Including G.S.T.) is made up as follows:

ITEM NO.	SPEC. CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
<b>SECTION A - CONCRETE SIDEWALK</b>						
1	3.01	Excavation of sub-grade (approx. 200mm deep) for placement of granular base	SQ. M.	940	<u>5.00</u>	<u>4700-</u>
2	3.02	Supply, place and compact 100mm thick Granular 'A' for sidewalk base	TONNE	210	<u>17.00</u>	<u>3570-</u>
3	3.03.1 to 3.03.9	Construct 1.5m wide sidewalk (100mm thick) complete including the supply and placement of forms, concrete, expansion joints, finishing, backfilling, regrading, etc. as per plan and specifications	SQ. M.	860	<u>36-</u>	<u>30,960-</u>

4	3.03.11	Construct 1.2m wide sidewalk (100mm thick)	SQ. M.	8	<u>100-</u>	<u>800-</u>
	3.03.1 to	at 416 Richmond St. complete including the				
	3.03.9	supply and placement of forms, concrete, expansion joints, finishing, sawcutting, etc. as per plans and specifications				
5	3.04	Backfill and grade area (approx. 60 sq.m.) adjacent to southerly 12m of new sidewalk (at ramp) using on-site material; include seed, mulch and water in price	L.S.			<u>1000-</u>
<b>TOTAL SECTION A</b>						<u>41,030.00</u>

**SECTION B - CONCRETE BLEACHER PADS**

1	3.01	Excavation of sub-grade (approx. 250mm deep) for placement of granular base	SQ. M.	260	<u>9-</u>	<u>2340.00</u>
2	3.02	Supply, place and compact 150mm thick Granular 'A' for concrete base	TONNE	85	<u>20-</u>	<u>1700.00</u>
3	3.03.1 to 3.03.7 & 3.03.10	Construct 10 concrete bleacher pads (6m x 4m x 100mm thick) complete including the supply and placement of forms, concrete, welded wire fabric, sawcuts, backfilling, etc. as per plan and specifications	SQ. M.	240	<u>40-</u>	<u>9600.00</u>
<b>TOTAL SECTION B</b>						<u>13,640-</u>

**SUB TOTAL FOR TENDER** 54,670.00

**7% G.S.T. PAYABLE (ON ABOVE)** 3826.90

**TOTAL FOR TENDER (INCLUDING G.S.T.)** 58,496.90



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
WINDSOR	- SIDEWALKS	2003		- 800,000
SIDEWALK	- AMHEASTBURG - FRONT RD	2001		- 75,000

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



**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 3rd day of September, 2003.

**BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG**

(hereinafter called the Corporation) of the first part,

**AND**

Giorgi Bros. (1994) 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:

**2003 FRYER STREET SIDEWALK CONSTRUCTION**

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 30<sup>th</sup> day of July, 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

**Fifty Eight Thousand Four Hundred and Ninety Six** dollars and **Ninety** cents (\$58,496.90 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.

*Ram Klauke*  
 ITNESS AS TO SIGNATURE OF  
 CORPORATION

*[Signature]*  
 Contractor's Signature and Seal  
*Gordon Bros (1994) Inc*  
 Contractor's Name  
*R.R. 1 Tecumseh*  
 Contractor's Address

\_\_\_\_\_  
 WITNESS AS TO SIGNATURE OF CORPORATION

**CORPORATION OF THE TOWN OF AMHERSTBURG**  
*[Signature]*  
 Mr. Tony DiBartolomeo, Mayor  
*[Signature]*  
 Mr. David Mailloux, Clerk

**INFORMATION TO TENDERERS  
2003 FRYER STREET SIDEWALK CONSTRUCTION  
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 reletting 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. and their representatives 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.

## **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. 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 FRYER STREET SIDEWALK CONSTRUCTION

#### TOWN OF AMHERSTBURG

#### 1.0 GENERAL

The works generally entail construction of a new concrete sidewalk along the west side of Fryer Street, between Richmond Street and Simcoe Street, and the construction of bleacher pads in the adjacent Centennial Park in the Town of Amherstburg, Ontario. The work includes but is not necessarily limited to minor excavation and grading, supply and placement of Granular 'A' and construction of a 1.5 metre wide concrete sidewalk and concrete bleacher pads.

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 Excavation of Subgrade

Excavation for the sidewalk and bleacher pads base shall be completed to the depth indicated on the Contract Drawings or as required by the Owner/Engineer during the course of the work and to the size required by the Contractor to complete the work. The disturbed material in the bottom of the excavation shall be thoroughly consolidated to the satisfaction of the Owner/Engineer by rolling or tamping or both. Compaction shall be to a minimum of 95 percent Standard Proctor Density as determined by OPSS 501. Surplus excavated materials not required for backfilling of the sidewalk and grading of the adjacent ground shall be disposed of off-site at the Contractor's expense. The work of excavation shall include any clearing and grubbing encountered.

##### 3.02 Granular Base

On the subgrade brought to the correct line and elevation as described above, the Contractor shall place a layer of Granular "A", which after compaction shall have a minimum uniform thickness of at least 100 mm for the sidewalk and 150 mm for the bleacher pads. The Granular "A" shall be compacted to a minimum 100 percent Standard Proctor Dry Density as determined by OPSS 501. The surface of the sidewalk base shall have a 2 percent crossfall away from the road. The bleacher pads shall have a 2 percent crossfall from front to back of the pad.

### 3.03 Construction of Sidewalk and Bleacher Pads

#### 3.03.1 Forms

Forms shall conform to OPSS 919

#### 3.03.2 Concrete

Concrete shall conform to OPSS 1350 and the following:

Class of Concrete	30 MPa at 28 days
Coarse Aggregate	19 mm nominal max. size
Air Content	7.0% $\pm$ 1.5%, measured prior to placement
Maximum Slump	70 $\pm$ 20 mm

#### 3.03.3 Placing Concrete

No concrete shall be placed until the forms and the base course, on which the concrete is to be placed, have been inspected by the engineer.

The freshly mixed concrete shall be deposited on the subgrade as close as possible to its final position, by methods which will prevent the separation or loss of the materials. The fresh concrete shall be thoroughly spaded along the sides of the forms and at all joints. Concrete shall be thoroughly consolidated in an approved manner to the full depth as soon as it has been placed.

Equipment for chuting, pumping, and pneumatically conveying concrete shall be of such size and design as to insure a practically continuous flow of concrete at the delivery end without separation of the materials.

When placed in the forms, the concrete shall be tamped and struck off with a template riding on the side forms. The concrete should be placed a little high and the template must be sufficiently heavy to compress the concrete and bring it to the required elevation and slope.

Concrete shall not be placed when the prepared subgrade is frozen or when the subgrade under the adjacent pavement is frozen. Concrete shall not be placed when the air temperature in the shade is 40 deg. F. or less and falling.

#### 3.03.4 Joints

Expansion joint filler material shall be bituminous fibreboard having a minimum of 12 mm thickness and conform to Type "A" material in OPSS 1308. Hot poured rubberized asphalt joint sealing compound shall conform to OPSS 1212.

Sidewalk expansion joints are to be placed every 4.5 m and dummy joints are to be placed every 1.5 m.

The concrete bleacher pads shall each have 3 saw-cuts to 1/3 of their depth; one saw-cut shall be located at the mid point of the width and two saw-cuts at third points of the length.

### 3.03.5 Utility Adjustment

Work done on adjustment of maintenance holes, valve chambers and catchbasins, shall conform to OPSS 408. Utility appurtenances shall be adjusted flush with the surface of the new sidewalk.

Appurtenances maintained by utility companies other than the Owner shall be adjusted by the utility company concerned under agreement by the Contract Administrator. The Contractor shall excavate to the edge of the appurtenance and indicate the required grade of the new sidewalk.

### 3.03.6 Finishing

Finishing the concrete surface shall take place while it is sufficiently plastic to achieve the desired grades, elevation and texture.

The surface shall be uniform, dense, free from undulations and projections, and shall be struck off true to grade and cross section and shall be finished with a float.

Excessive fines and water shall not be drawn to the surface.

Surface retarders shall not be used as an aid for finishing concrete.

The application of water, cement, or a combination of similar mixtures to the concrete surface will not be permitted as a finishing aid.

Localized defects shall be repaired using concrete.

The top surface of sidewalks shall be given a broomed finish.

The presence of footprints or other marks in the completed sidewalk shall require sawcutting, removal and replacement of the complete sidewalk bay.

### 3.03.7 Curing and Protection

Curing compound shall conform to OPSS 1315 and concrete curing shall conform to OPSS 350.

For the purpose of membrane compound application, the application rate shall be 0.2 l/m<sup>2</sup>.

The placing and protection of concrete sidewalks in cold weather shall conform to OPSS 904.

Vehicular traffic shall be restricted from crossing the sidewalk after the concrete has been placed, for a minimum period of three days or until the concrete has reached 75% of the specified 28 day compressive strength.

#### 3.03.8 Backfilling and Regrading of Sidewalk

As soon as the Engineer will permit, the Contractor shall backfill both edges of the new sidewalk with on-site stockpiled material to grades approved by the Engineer. **The Contractor shall incorporate into his unit price for construction of the sidewalk, the regrading (using on-site material) of 1 metre beyond the edges of the new sidewalk. This excludes the ramped section at the south end, which will be paid for under a separate item (see Item 3.04)**

Refer to 3.05 for disturbed areas more than 1m beyond the edges of the sidewalk.

#### 3.03.9 Seeding And Mulching

**The Contractor shall incorporate into his unit price for construction of the sidewalk the supply and placement of seed, hydraulic mulch and fertilizer at all disturbed and regraded areas within 1 metre of both edges of the new sidewalk (excluding the ramped section at the south end).**

Refer to 3.05 for disturbed areas more than 1m beyond the edges of the sidewalk.

The Contractor's price shall include all **watering** required to ensure that the seed germinates and the grass grows. Areas of the site with less than 75% germination shall be reseeded.

Seed and mulch shall conform to OPSS 572.

#### 3.03.10 Welded Wire Fabric

The welded wire fabric for the concrete bleacher pads shall be 6" x 6" – 6 gauge wire W2.9/W2.9 (MW18.7 x MW18.7).

#### 3.03.11 Sidewalk at 416 Richmond Street

This work entails the construction of a 1.2m wide sidewalk across the width of the existing asphalt driveway at 416 Richmond Street. The Contractor's price shall include saw-cutting, removal and disposal of the existing asphalt driveway to suit construction of the new sidewalk, excavation and granular fill as required, formwork, concrete, expansion joints and finishing.

416 Richmond Street is located just east of Fryer Street. The length of this section of new sidewalk is approximately 6 metres.

### 3.04 Grading at South End Ramp

This work shall include the grading of the area adjacent to the section of sidewalk which ramps to the shoulder at the intersection of Fryer and Simcoe Streets. The Contractor shall use on-site stockpiled material to grade from the elevated sidewalk to the existing ground. The Contractor's price shall include seed, mulch and watering as detailed in Section 3.03.9 of these Special Provisions.

### 3.05 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). 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.

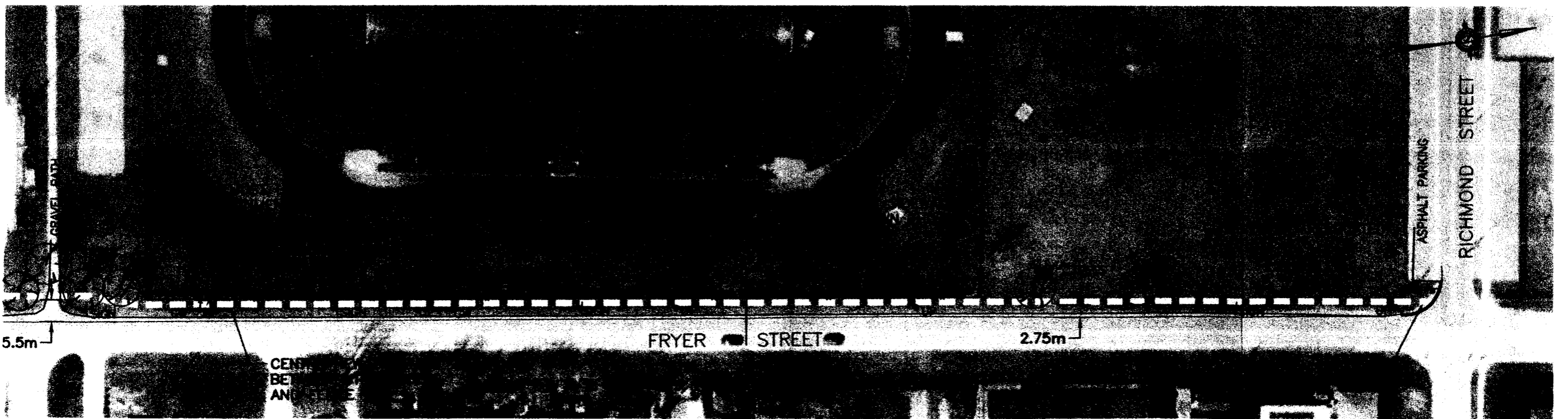
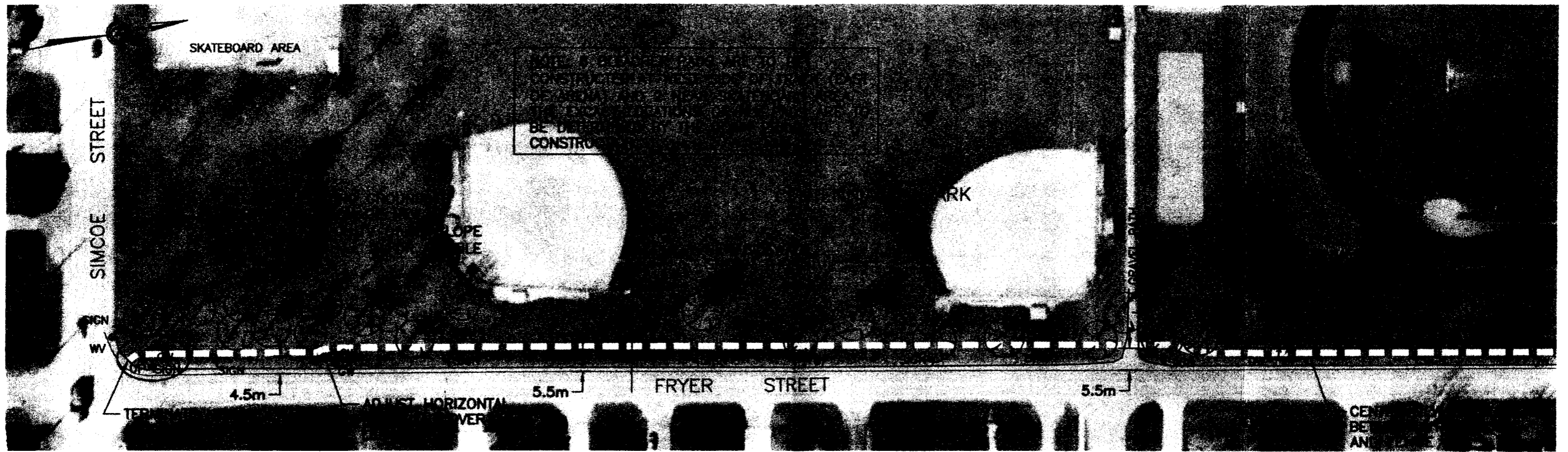
If any areas more than 1 metre beyond the edge of the new sidewalk (excluding areas to be regarded adjacent to the ramp) are damaged by the Contractor or his employees, he will be required to restore these areas to their original condition, at his expense, including the placement of new sod as required, to the approval of the Engineer.

## **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.

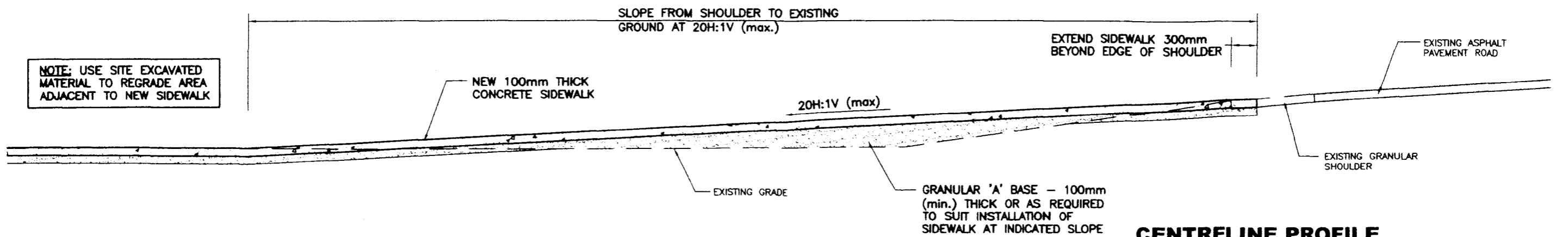
## **5.0 PAYMENT**

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.



**FRYER STREET SIDEWALK**  
 CONTRACT DRAWING No. 1  
**PLAN**  
 N.T.S.

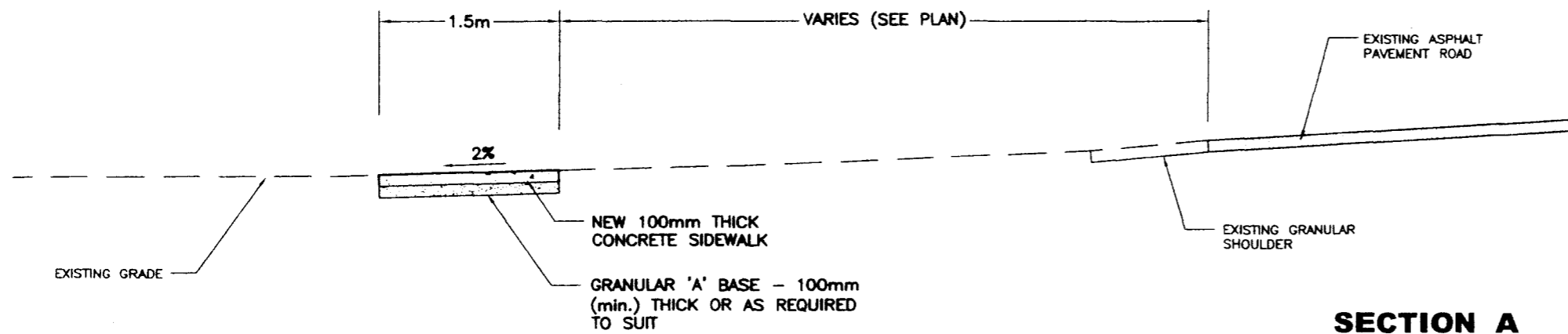




NOTE: USE SITE EXCAVATED MATERIAL TO REGRADE AREA ADJACENT TO NEW SIDEWALK

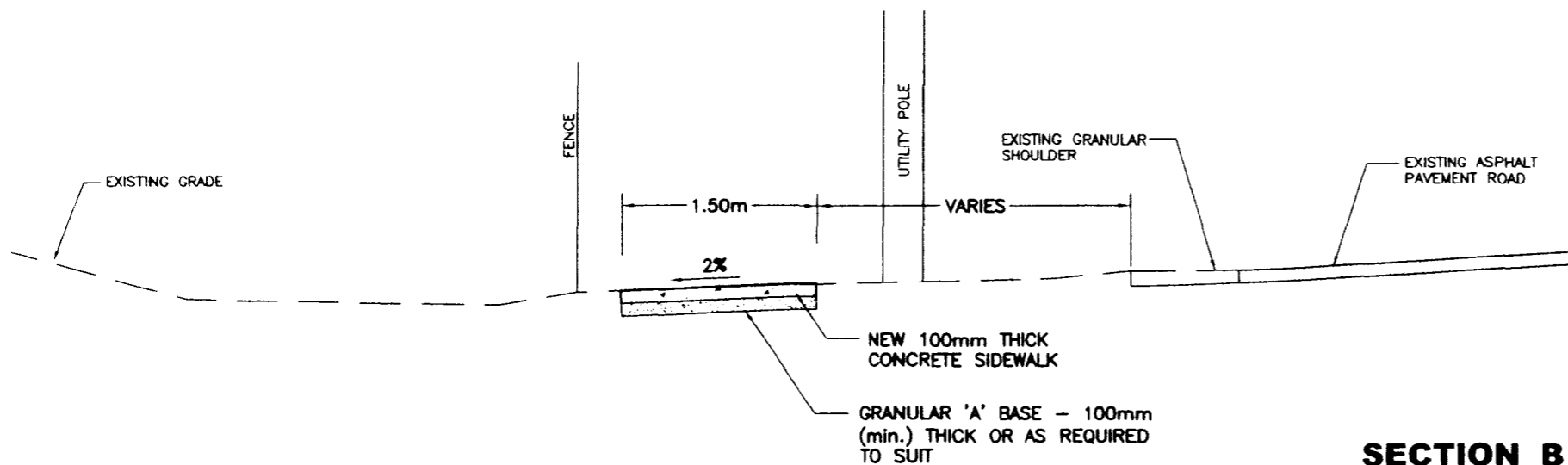
**CENTRELINE PROFILE  
(SOUTHERLY 15m OF NEW SIDEWALK)**

SCALE = 1:50



**SECTION A**

SCALE = 1:50



**SECTION B**

SCALE = 1:50



**FRYER STREET SIDEWALK**

CONTRACT DRAWING No. 2

TYPICAL SECTIONS

**HRYCAY**  
CONSULTING ENGINEERS INC.