

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2004-94

Being a by-law to authorize the signing of an agreement between the Corporation of the Town of Amherstburg and Canadian Water Services a division of Ontario Water Products

WHEREAS Council of the Corporation of the Town of Amherstburg is of the opinion that the 2004 Water Meter Replacement Program is necessary and desirable;

AND WHEREAS the estimated total cost of the said works is \$87,586.99;

AND WHEREAS the Corporation of the Town of Amherstburg has prepared an agreement between the Town of Amherstburg and Canadian Water Services, dated the 2nd day of September, 2004, and said agreement is attached hereto as Schedule "A" and forms part of this By-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF

THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be, and they are hereby authorized and instructed, to execute the originals and the copies of the said agreement and to affix the corporate seal thereto.
2. That this By-law shall come into force and take effect on the date of final passage thereof.

Passed this 8th day of November, 2004 .


MAYOR


CLERK

1st Reading: November 8, 2004

2nd Reading: November 8, 2004

3rd Reading: November 8, 2004

AGREEMENT

THIS AGREEMENT made in triplicate this 28th day of September, 2004.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND

CANADIAN WATER SERVICES (CWS) a division of Ontario Water Products

(hereinafter called the Contractor) of the second part.

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

2004 WATER METER REPLACEMENT PROGRAM

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

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

2nd day of September, 2004,

And the Contract Documents (consisting of the General Conditions or 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 Public Works Department and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the construction of the above noted works for the sum of

-----Eighty Seven Thousand, Five Hundred and Eighty-Six Dollars and Ninety-Nine Cents-----

----- (\$ 87,586.99) -----

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.

The Contractor further covenants and agrees that he will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg 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.

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 to above.

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.

E. Todd

WITNESS AS TO SIGNATURE
OF CORPORATION

[Handwritten Signature]

Contractor's Signature and Seal

CHRISTOPHER JAY
GENERAL MANAGER

Contractor's Name

716 COLONEL SAM DRIVE
OSHAWA, ONTARIO
L1H 7Y2

Contractor's Address

**CORPORATION OF THE TOWN
OF AMHERSTBURG**

[Handwritten Signature]

Mr. Wayne Hurst, Mayor

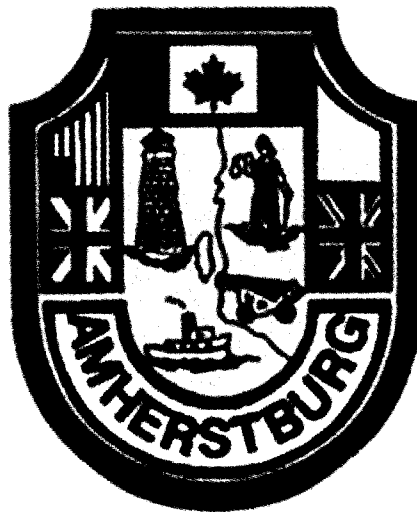
[Handwritten Signature]

Mr. David Mailloux, Clerk

WITNESS AS TO SIGNATURE
OF CORPORATION

Town - Clerk

**CONTRACT DOCUMENTS
FOR
2004 WATER METER
REPLACEMENT PROGRAM
TOWN OF AMHERSTBURG**



Prepared by:
The Corporation of the Town of Amherstburg
Public Works Department
P.O. Box 159
512 Sandwich St. South
Amherstburg, Ontario
N9V 3R2



Workplace Safety & Insurance Board
Commission de la sécurité professionnelle et de l'assurance contre les accidents du travail

148 FULLARTON STREET
LONDON, ONTARIO
N6A 5P3 (519) 663-2331

**Clearance Certificate
Certificat de décharge**

The Workplace Safety and Insurance Board (WSIB) hereby waives its rights under Section 141 of the Workplace Safety and Insurance Act to hold the Principal, that is in a contractual agreement with the Contractor named, liable for any Section 141 liability of the Contractor for premiums and levies of the WSIB owing now or within 60 days from the date of this Certificate

CONTRACTOR
L'ENTREPRENEUR

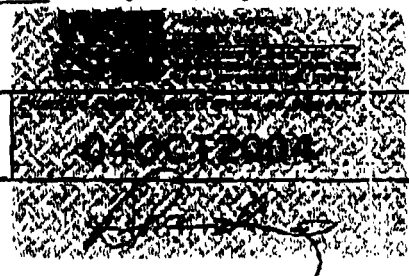
**ONTARIO WATER PRODUCTS
INC
4102 EASTGATE CREB
LONDON ON
N6L 1B2**

Par la présente, la Commission de la sécurité professionnelle et l'assurance contre les accidents du travail (CSPAAT) renonce aux droits qui lui sont conférés en vertu de l'article 141 de la Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail et qui l'autorisent à tenir l'entrepreneur principal, qui a signé une entente contractuelle avec l'entrepreneur dont le nom figure sur le présent certificat, responsable du paiement de tout prime ou de toute somme que l'entrepreneur est tenu de verser à la CSPAAT immédiatement ou dans les 60 jours suivant la date indiquée sur ce certificat.

**THIS CERTIFICATE IS VALID FOR ALL CONTRACTS OF
THE NAMED CONTRACTOR DURING THE EFFECTIVE PERIOD**

**LE PRESENT CERTIFICAT EST VALIDE POUR TOUS LES CONTRATS PASSES PAR
LEDIT ENTREPRENEUR PENDANT LA PERIODE D'APPLICATION DU CERTIFICAT**

Valid only when signed by an authorized Officer of the WSIB.
Non valide sans la signature d'un agent autorisé de la CSPAAT.



Account No. / N° de compte 6399975	Firm No. / N° d'entreprise 250436JY
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Rate / Taux	Description	Rate / Taux	Description
4241099	PLUMBING AND HEAT	5622000	PLUMBING AND HEAT
7799009	METER READING		

Contract Description / Description du contrat
ATTN: CHRIS JAY

Certificate No. / N° de certificat
201967750

89057439057

Contact the WSIB if you question the validity of this document.
Veuillez communiquer avec la CSPAAT si vous doutez de la validité du présent document.



FEDERATED INSURANCE COMPANY OF CANADA
 Head Office: 717 Portage Ave., Winnipeg, MB
 Mailing Address: P.O. Box 3806, Winnipeg, MB R3C 3C9
 Telephone: (204) 786-6431; In Quebec: (450) 687-6650

CERTIFICATE OF INSURANCE

This Certificate is for information only; it is not a contract of insurance but attests that a policy as numbered herein (as it stands at the date of this Certificate) has been issued by the Company. Said policy is subject to change by endorsement and to assignment and cancellation in accordance with its terms.

CERTIFICATE HOLDER

THE TOWN OF AMHERSTBURG
 P.O. BOX 169
 271 SANDWICH STREET SOUTH
 AMHERSTBURG, ON
 N9V 2Z3

INSURED

ONTARIO WATER PRODUCTS INC.
 4102 EASTGATE CRES
 LONDON, ON
 N6L 1B2

DATE MAILED: OCT 04 2004

Is Certificate of Insurance required on renewal: Yes

PROPERTY AND LIABILITY - BASIC

Policy No.: 0084475.7 Effective Date: MAR 31 2004 Expiry Date: MAR 31 2005

GENERAL LIABILITY

Occurrence Limit: \$1,000,000 Aggregate Limit: \$1,000,000

COMMERCIAL GENERAL LIABILITY INCLUDING PRODUCTS & COMPLETED OPERATIONS
 CROSS LIABILITY

TENANT'S LEGAL LIABILITY

Location: 4102 EASTGATE CRESCENT, LONDON, ON Limit: \$500,000
 Location: R.R. # 5, MAITLAND DRIVE, BELLEVILLE, ON Limit: \$200,000
 Location: 11 PINELANDS AVE., STONEY CREEK, ON Limit: \$300,000
 Location: 7449 TRAFALGAR ROAD, HORNBY, ON Limit: \$500,000
 Location: 305 WOOLWICH ST S, BREBLAU, ON Limit: \$350,000
 Location: 4405 7TH CONC., WINDSOR, ON Limit: \$350,000
 Location: 2446 LEITRIM ROAD, GLOUCESTER, ON Limit: \$100,000
 Location: 408 TIFFEN STREET, BARRIE, ON Limit: \$200,000
 Location: 716 COLONEL SAM DRIVE, OSHAWA, ON Limit: \$200,000

UMBRELLA LIABILITY

Policy No.: 0084477.3 Effective Date: MAR 31 2004 Expiry Date: MAR 31 2005
 Occurrence Limit: \$8,000,000 Aggregate Limit: \$8,000,000 SELF-INSURED RETENTION: \$5000
 INCLUDING EXCESS AUTOMOBILE LIABILITY ON POLICIES LISTED BELOW

AUTOMOBILE LIABILITY

Policy No.: 0084475.5 Effective Date: MAR 31 2004 Expiry Date: MAR 31 2005
 Limit: \$1,000,000 Type: NON-OWNED AUTO

Special Provisions: The certificate holder listed above will be given 30 days written notice of cancellation.

FAX #605-743-9057

This Certificate of Insurance neither affirmatively or negatively amends, extends or alters the coverage afforded by the above policy number(s).


 President

**WATER METER
REPLACEMENT PROGRAM
IN THE
TOWN OF AMHERSTBURG
CONTRACT PWD-WM-04-008
GENERAL INDEX**

1.	TENDER FORM	T-1 TO T-5
2.	FORM OF AGREEMENT	A-1 TO A-2
3.	INFORMATION FOR TENDERS	IT-1 TO IT-5
4.	SPECIFICATIONS	SP-1 TO SP-3
5.	CURRENT EDITION-ONTARIO PLUMBING CODE (Not included in Contract Document booklet)	--- ---
6.	WATERMAIN CONSTRUCTION-OPS 701 (May 1992) (Not included in Contract Document booklet)	--- ---
7.	GENERAL CONDITIONS-OPS (Sept. 1999) (Not included in Contract Document booklet)	--- ---
8.	WORK LOCATION MAP	ENCLOSED
9.	SAMPLE WATER METER REPLACEMENT LOG SHEET	ENCLOSED
10.	STANDARD WATER METER INSTALLATION DETAIL Town of Amherstburg Drawing	ENCLOSED

FORM OF TENDER

WATER METER REPLACEMENT PROGRAM

TOWN OF AMHERSTBURG
CONTRACT PWD-WM-04-008

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

CHRISTOPHER JAY the undersigned, having examined the locality and site of the Works, Drawings and Specifications as prepared by the Amherstburg Public Works Department, 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 EIGHTY SEVEN THOUSAND, FIVE HUNDRED AND EIGHTY SIX

DOLLARS AND NINETY NINE CENTS DOLLARS (\$87,586.99) Including G.S.T.

SCHEDULE OF ITEMS AND PRICES

Item No.	Description	Unit	Est'd Qty	Installed Qty	Unit Price	Amount
1	Standard in house replacement— Supply and install new 16mm (5/8") x 19mm (3/4") SR ECR 1M3 CW TP Sensus water meter with encoder and outside touchpad, including removal of existing meter, encoder and outside reader.	Each	416		\$ <u>168.00</u>	\$ <u>69,888.00</u>
2	Standard external in meter pit replacement—Supply and install new 16mm (5/8") x 19mm (3/4") SR ECR/TRPL 1M3 WMC/WTP Sensus water meter with encoder and touchpad including removal of existing meter, encoder and reader.	Each	34		\$ <u>187.50</u>	\$ <u>6,375.00</u>
3	Standard in house replacement— Supply and install new 25mm (1") SR ECR 1M3 WM C/W TP Sensus water meter with encoder and outside touchpad, including removal of existing meter, encoder and outside reader. (Provisional)	Each	1		\$ <u>289.00</u>	\$ <u>289.00</u>

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.

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.

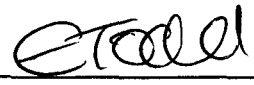
The tender agrees to complete the works within the time to be known as the "Time of Completion."

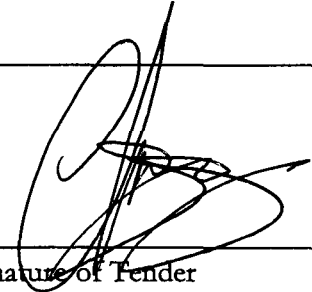
TENDERED BY: CANADIAN WATER SERVICES A
DIVISION OF ONTARIO WATER PRODUCTS

ADDRESS: 716 COLONEL SAM DRIVE
OSHAWA, ONTARIO
L1H 7Y2

G.S.T. REGISTRATION NO. 12292-4939

DATED AT 5:00pm THIS 2ND DAY OF SEPTEMBER, 2004


 Signature of Witness


 Signature of Tender

WATER METER
REPLACEMENT PROGRAM

TOWN OF AMHERSTBURG

CONTRACT PWD-WM-04-008

INSTALLER EXPERIENCE – KEY STAFF

General Instructions

Should the space provided be insufficient for the Tenderer's requirements, the Tenderer shall attach additional sheets as required.

Instruction

The Tenderer must provide the name, position, training/certification and experience of key staff including the project manager that will be involved in this project for evaluation. Curriculum Vitae for key staff must be attached to this form.

Must hold a Ministry of Training, Colleges and Universities (M.T.C.U.) Water Meter Installer Certificate.

AGREEMENT

THIS AGREEMENT made in triplicate this 28th day of September, 2004.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND

CANADIAN WATER SERVICES (CWS) a division of Ontario Water Products

(hereinafter called the Contractor) of the second part.

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

2004 WATER METER REPLACEMENT PROGRAM

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

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

2nd day of September, 2004,

And the Contract Documents (consisting of the General Conditions or 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 Public Works Department and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the construction of the above noted works for the sum of

-----Eighty Seven Thousand, Five Hundred and Eighty-Six Dollars and Ninety-Nine Cents-----

----- (\$ 87,586.99) -----

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.

The Contractor further covenants and agrees that he will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg 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.

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 Contactor 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 to above.

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.

E. Todd

WITNESS AS TO SIGNATURE
OF CORPORATION

Christopher Jay

Contractor's Signature and Seal

CHRISTOPHER JAY
GENERAL MANAGER

Contractor's Name

716 COLONEL SAM DRIVE
OSHAWA, ONTARIO
L1H 7Y2

Contractor's Address

**CORPORATION OF THE TOWN
OF AMHERSTBURG**

Wayne Hurst

Mr. Wayne Hurst, Mayor

David Mailloux

Mr. David Mailloux, Clerk

WITNESS AS TO SIGNATURE
OF CORPORATION

INFORMATION TO TENDERERS

WATER METER
REPLACEMENT PROGRAMTOWN OF AMHERSTBURG
CONTRACT PWD-WM-04-008**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, September 7, 2004

The complete Contract Document booklet, which includes the Form of Tender, which is to be completed, it to be submitted in the pre-labeled manila envelope, supplied with the Contract Document booklet.

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 10% of the Tender value 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 period. The Maintenance period is to be twelve (12) months from the date of final completion and acceptance of the work. 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, DRAWINGS AND SPECIFICATIONS

Each Tenderer must visit the site and review the drawings 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 submissions 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.

5.0 AGREEMENT

Tenders will be received and contracts awarded only in the form of a unit price contract unless otherwise provided, for the completion of the whole work or of specified sections thereof in accordance with the drawings and specifications. 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.

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 satisfactory. 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 GENERAL CONDITIONS

Generally, the terms of the Ontario Provincial Standards (OPS) for Road and Public Works – General conditions September 1999 and any further amended revisions are to be followed unless otherwise amended herein these Contract Documents. All Tenderers submitting a tender are deemed to have access to the OPS General Conditions.

7.0 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 as additional insured under the policy and shall also contain a cross liability and save harmless clause for the said Town of Amherstburg.

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.

8.0 WORKPLACE SAFETY & INSURANCE

The Contractor will be required to submit to the Municipality, a Certificate of Good Standing from the Workplace Safety & Insurance Board 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.

9.0 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.

10.0 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.

11.0 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.

12.0 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:

- a) Tender Price (not including G.S.T.)
- b) Total Tender Price (including 7% G.S.T.)

For the purpose of evaluating Tenders, Item (b) **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.

13.0 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.

14.0 WORK SCHEDULE

In order for the Public Works Department to utilize budgeted funds for this project, the construction work must start immediately upon approval of the tender submission. **The work must be substantially complete by December 20, 2004.**

15.0 PAYMENT

Progress Payment Certificates may be issued by the Contractor and shall be furnished to the Town of Amherstburg. Each such certificate shall not be for more than 90% of 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 final acceptance of the work by the Amherstburg Public Works Department.

**WATER METER
REPLACEMENT PROGRAM
TOWN OF AMHERSTBURG
CONTRACT PWD-WM-04-008
SPECIFICATIONS**

1.0 SCOPE OF WORK

The work in this contract involves the replacement of approximately 450 residential water meters either inside the house or inside of an external meter pit. The majority of them are 16mm (5/8") x 19mm (3/4"), although there may be some 19mm (3/4") x 25mm (1") size meters. The tender quantities for each size and type of meter installation are estimated in the Form of Tender. The replacement of each meter is also to include the encoder and remote touchpad units.

The only acceptable manufacturer and model for the replacement water meters is **Sensus SR**.

2.0 LOCATION OF WORK

The location of the work is shown on the Location Map included in the Contract Documents booklet. Generally, the work is to commence with residences along Front Road (County Road 20) as the western limit between Alma Street on the south end and Malden Road on the north end and proceeding easterly to the numbered concession roads. The actual eastern limit of the work will depend on the tender unit prices for each size and type of meter replacement installation. The actual routing and number of meters installed will be determined by the Amherstburg Public Works Department.

3.0 COMMUNICATION/CONTACT

The Contractor will be expected to maintain a local telephone contact within the Municipal limits in order to maintain proper control of the requirements for customer notification and communication. Furthermore, the Contractor is expected to maintain emergency maintenance measures throughout the period of this contract by means of an emergency contact. This emergency contact must always be manned by at least one person so that communications can always be maintained with Municipal staff during normal business hours Monday to Friday, on weekends and holidays, 24 hours a day.

4.0 PUBLIC NOTIFICATION

It is crucial that a Water Meter Replacement Program include good Public Relations from start to finish. Problems, which are not responded to immediately could cause a breakdown in the process and seriously delay the project.

Prior to the start of this Contract, the Contractor, using a letter approved by the Municipality on Municipal letterhead, will notify (by hand delivery) the affected owners/tenants of the requirement to have meters replaced.

The owner/tenant of the residence scheduled for replacement shall then be notified again by the Contractor at least 48 hour before the work is to start. The Contractor shall make all necessary arrangements with the customer by phone or other suitable methods.

The Municipality will supply the Contractor with a list of names of the owners/tenants in the work area.

The Contractor is responsible for obtaining the most current phone numbers of the customer and to make all arrangements for installation of the meter.

The Contractor shall provide to the Municipality two (2) photo identifications of each employee who will be required to personally enter customer's homes. Employees of the Contractor shall be issued photo-identification cards by the Contractor, indicating that they are working on a Municipal Contract. Identification cards are to be carried at all times during the work and are to be forwarded to the Municipality at the end of this Contract.

The Contractor's employees shall at all times be clean and neatly attired in a uniform provided by the Contractor or in working clothes that conspicuously and permanently bear the Contractor's name and/or logo. All Contractor's employees shall wear, at all times, clean overshoes over their existing footwear when entering and while inside private residences, building, etc.

All vehicles used by the Contractor are to be conspicuously identified with the Contractor's name and logo and/or phone number.

Only persons who are technically competent and who are of acceptable character for the work that entails unsupervised entry into individual residences shall be hired as installers by the Contractor.

If a customer denies the Contractor entry into their home, or refuses to co-operate with the replacement in any other way, the Contractor shall remove the address from his/her list and refer it to the Municipality. At no time, and under no circumstances, is the Contractor or any of his/her employees authorized to threaten a Customer in any manner whatsoever including threats of legal action, fines, penalties, or water supply termination for refusing to co-operate with the Municipality's Meter Replacement Program.

5.0 INSTALLATION

The tender unit prices shall include all material, equipment and labour necessary to complete the work. Said unit price is to include the supply and installation of the water meter with encoder register, remote touchpad assembly, wiring if necessary (regardless of the length), grounding strap, sufficient copper pipe, and up to 4 fittings.

Fittings include but are not limited to the following: unions (all types), elbows, reducers, etc. Clamps and seals will not be considered fittings.

Existing water service pipes are constructed of various materials and sizes. Therefore, no extras will be allowed for difficulties that arise in making the connections to the different types of services that will be encountered.

Payment for this item shall be based on the number of installations completed and shall be paid for under the appropriate item in the Form of Tender.

Since the installation replacement water meters involves working with a potable water supply, all care, consideration and due diligence must be undertaken in carrying out the work under this Contract. Therefore, the general requirements of the current edition of the Ontario Plumbing Code and Watermain

Installation – OPS 701 – May 1992 must be followed. All Tenderers submitting a tender are deemed to have access to the Ontario Plumbing Code and OPS 701.

All of the plumbing Contractors who will actually carry out the water meter replacement work shall be competent and licensed plumbers or apprentice plumbers or a licensed meter installer as defined by the Ontario Plumbing Code.

Prior to the removal and replacement of the water meters, the Contractor must attempt a slight back twist on the curb stop while in the fully open position. Should the curb stop rod break or malfunction at the time, the Contractor must notify the Municipality immediately and attempt no further work at that location until representatives of the Municipality attend the site and rectify the problem.

For each water meter replaced, the Contractor must fill in a line on the Log Sheet with the required information on the Water Meter Replacement Log Sheet. An example of which is included in the Contract Documents. This log must also be provided to the Municipality in digital format. Log provided to Municipality weekly for updating. For each water meter replaced a digital picture of the serial number and reading of the meter removed shall be supplied. This shall serve as a record of the meter so it may be scrapped.

6.0 DAMAGE TO EXISTING PLUMBING

The Contractor shall be responsible for any damage done to the customer's service plumbing.

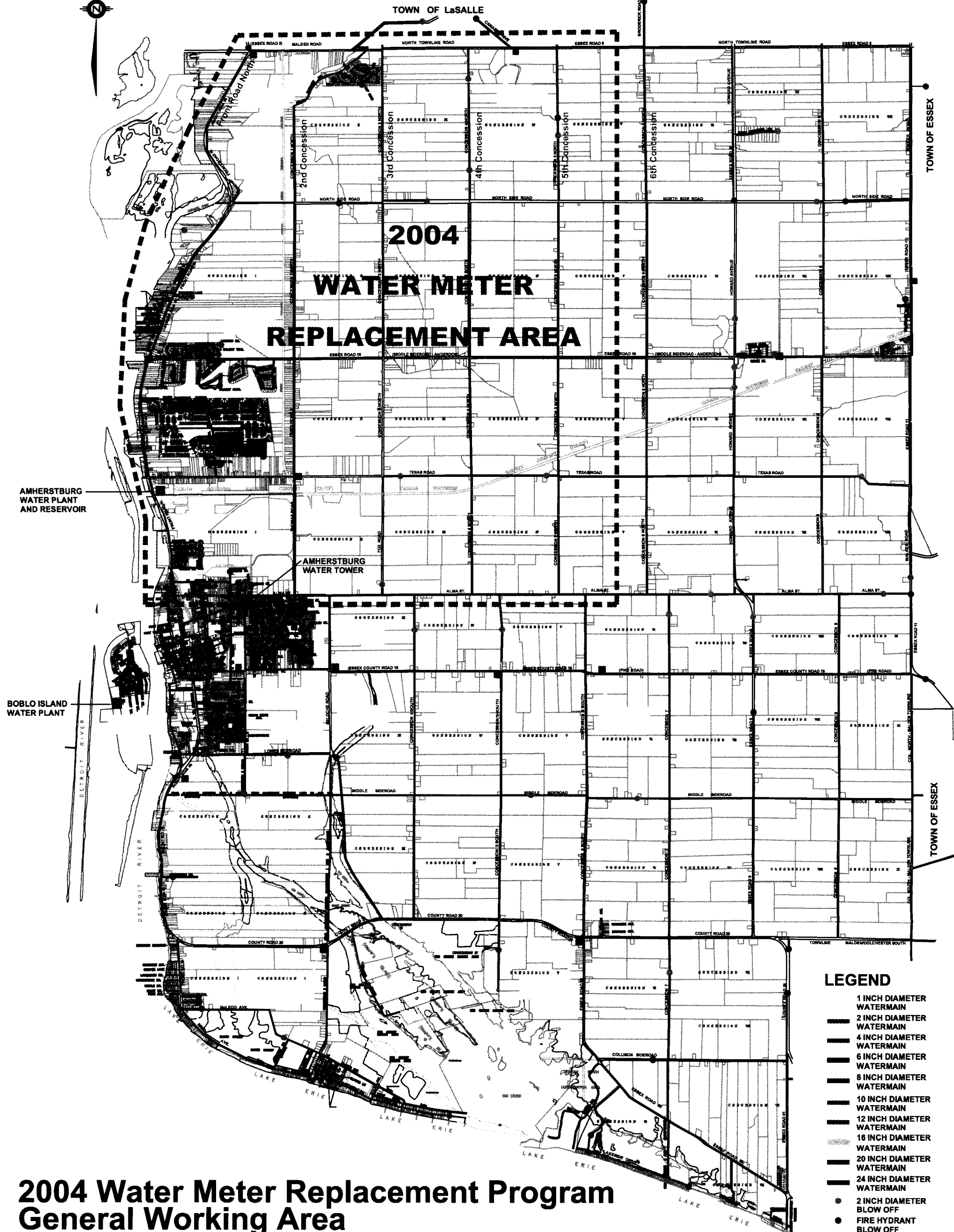
The Contractor shall repair any leaks or other defects that may be caused by the installation work. It shall be presumed that any leaks or defects reported by the customer to either the Contractor or the Municipality within thirty (30) calendar days after the completion of the installation are the result of a faulty installation and the Contractor shall repair the damage at no additional cost to the Municipality.

This presumption shall not apply to leaks, or other pre-existent conditions noted by the Contractor and acknowledged in writing by the customer as being in existence prior to the installation.

7.0 TRAFFIC CONTROL AND SAFETY

All staff employed by the Contractor must exercise extreme caution when driving from residence to residence, both on the roadways and on private property. Front Road (County Road 20) in particular is very busy. There are many school buses during the school season and slow moving farm machinery, mail delivery and refuse collection vehicles on all roads in any season. At all times there may be children, cyclists and/or pedestrians on or adjacent to the roadway and/or driveways.

WORK LOCATION MAP



2004 Water Meter Replacement Program General Working Area

TOWN OF AMHERSTBURG

August 18, 2004

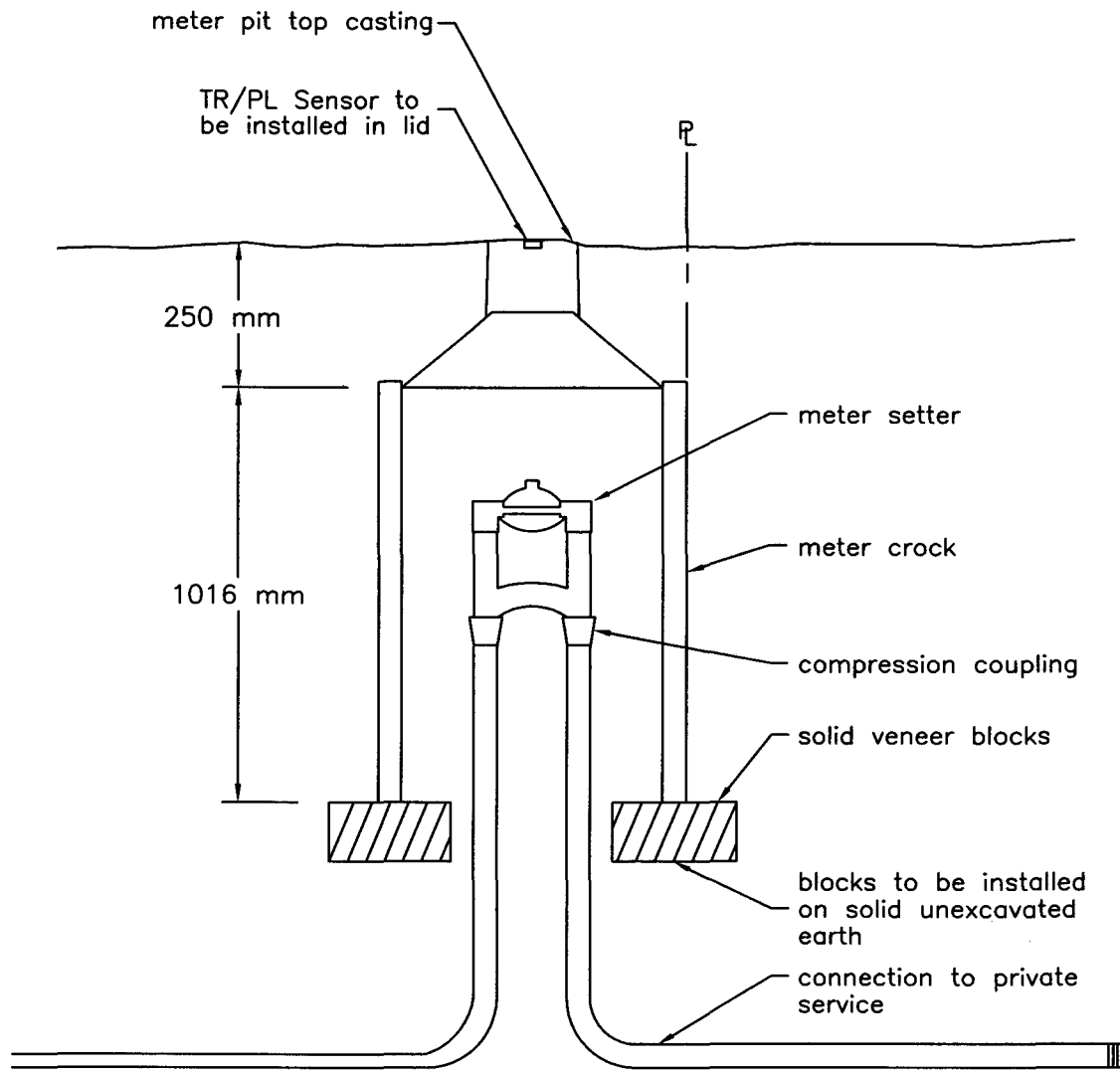
LEGEND

- 1 INCH DIAMETER WATERMAIN
- 2 INCH DIAMETER WATERMAIN
- 4 INCH DIAMETER WATERMAIN
- 6 INCH DIAMETER WATERMAIN
- 8 INCH DIAMETER WATERMAIN
- 10 INCH DIAMETER WATERMAIN
- 12 INCH DIAMETER WATERMAIN
- 16 INCH DIAMETER WATERMAIN
- 20 INCH DIAMETER WATERMAIN
- 24 INCH DIAMETER WATERMAIN
- 2 INCH DIAMETER BLOW OFF
- FIRE HYDRANT BLOW OFF
- CLOSED VALVE
- SAMPLING STATIONS



**SAMPLE
WATER METER REPLACEMENT
LOG SHEET**

**STANDARD WATER METER
INSTALLATION DETAIL**



METER PIT INSTALLATION DETAIL