

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2016-112

By-law to enter into a contract with D'Amore Construction (2000) Ltd. for the
Dufour Drain and Branches A & B

WHEREAS under Section 9 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS under Section 8(1) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Council of The Corporation of the Town of Amherstburg deems it expedient to enter into a contract with D'Amore Construction (2000) Ltd. for the Dufour Drain and Branches A & B.

NOW THEREFORE the Council of The Corporation of the Town of Amherstburg enacts as follows:

1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into the contract as attached hereto as Schedule "A" to this By-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 28th day of November, 2016.



MAYOR – ALDO DICARLO



MUNICIPAL CLERK – PAULA PARKER

The Corporation of the
Town of Amherstburg, Ontario



TENDER

**DUFOUR DRAIN AND BRANCHES A & B
PWD-MD-2006-001**

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FOR THE DUFOUR DRAIN AND BRANCHES A & B

INFORMATION TO BIDDERS

1. BACKGROUND INFORMATION

The Town of Amherstburg is located in southwestern Ontario, approximately 30 kilometers southwest of the City of Windsor and is one of seven lower-tier municipalities in the County of Essex. The current population of the Town of Amherstburg is just over 21,000.

The Town is seeking Tenders from qualified contractors to brush and cleanout the Dufour Drain (1,298 metres) and associated Branches A & B (590 metres) including residential access and road culvert replacements, pre-cast concrete chamber replacement, new HDPE catch basins and leads, gabion stone erosion protection, seeding and restoration.

2. DEFINITIONS

“Contractor” or “Bidder” means the individual, firm, company or corporation submitting a Tender to the Town.

“Corporate Contact” is the Town employee defined as the sole contact in relation to the administration of the Tender process.

“Project Manager” is the Town employee who will oversee the completion of the contract in accordance to this tender, contract and agreement. This individual will take management of the project after the contract has been successfully awarded.

“Total Tender Price” means an evaluation of quality and service in assessment of Tenders and the sum of all expenses, warranties, taxes, local service costs, lifecycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs and any applicable disbursements that determine the lowest compliant Tender.

“Town” means the Corporation of the Town of Amherstburg

“Work” means any of the following tasks, or combinations, thereof:

- a) Supply or provision of articles or materials;
- b) Supply of labour;
- c) Performance of functions and tasks;
- d) Provision of services;
- e) Equipment operated or not operated;
- f) Construction or repairs as specified;
- g) Security deposit

3. TENDER CLOSING DATE AND TIME

Tenders, contained in sealed envelopes with the provided envelope cover (appendix A and appendix B) firmly affixed, will be received by:

**Clerks Department
Town of Amherstburg – Town Hall (Upper Level)
271 Sandwich Street South, Amherstburg, Ontario, N9V2A5**

Up until:

11:00 am (local time), Monday, November 7, 2016

Tenders will be opened in public shortly after the official closing time.

Tenders must be received at the address noted above no later than the specified closing time. Tenders received after said closing time will not be accepted or considered.

4. METHOD OF SUBMISSION

Tenders must be submitted in a sealed envelope by way of hand delivery, courier service, or mail prior to the Tender closing time.

Delivery of Tender through a third party mail courier service shall be at the risk of the Bidder and must be arranged in due time for the Tender to arrive at the specified location before the Tender closing time. Failure of a third party courier service to submit the Tender prior to the Tender closing time will result in the disqualification of the Tender, and will be at no fault of the municipality.

Tenders sent by email or facsimile will not be accepted.

5. SUBMISSION ENVELOPE

Tenders must be supplied using the two-envelope submission system defined in this document.

Envelope 1 shall bear the envelope cover supplied in Appendix A – ‘Envelope 1 Cover’ of this document, and **must contain** the following:

- Bid Bond, as specified in Section 7 - Bid Bond

Envelope 2 shall bear the envelope cover supplied in Appendix B – ‘Envelope 2 Cover’ of this document, and must contain the following **mandatory** pages:

- T-1 Contractor Identification Sheet
- T-2 to T-8 Tender Price
- T-9 Contractor Qualifications and Experience
- T-10 List of Sub-contractors
- T- 11 to T-12 References
- T –13 Acknowledgement of Tender Documents Received by Bidder and Addenda
- T-14 Acknowledgement if Only One Tender is Received

All envelopes must be sealed bearing the appropriate envelope covers supplied in this document. The envelope cover must be affixed to the Proponent’s envelope without any extra exterior covering. Failure to affix the envelope covers to the submission envelopes may result in disqualification of the tender.

6. TENDER SUBMISSION REQUIREMENTS

Tenders shall be prepared and submitted in accordance with the outline set specified in this document.

The Tender shall be bound and contained in a sealed envelope bearing Appendix B – Envelope 2 Cover, and include the following minimum requirements, as found in the Form of Tender (T-) pages:

- a) T-1 Contractor Identification Sheet
- b) T-2 to T-8 Tender Price
- c) T-9 Contractor Qualifications and Experience
- d) T-10 List of Sub-contractors
- e) T- 11 to T-12 References
- f) T –13 Acknowledgement of Tender Documents Received by Bidder and Addenda
- g) T-14 Acknowledgement if Only One Tender is Received

7. BID BOND

No tender shall be considered as bona fide unless accompanied by a Bid Bond or Certified Cheque in the amount of 10% of the submission price and made payable to the Corporation of the Town of Amherstburg. The Certified Cheque or Bid Bond of the unsuccessful Proponents will be returned without interest upon execution of the tender with the successful contractor.

The Certified Cheque or Bid Bond of the successful Contractor 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 ninety (90) days of the date of closing of this quotation.

8. PERFORMANCE BOND AND LABOUR AND MATERIAL PAYMENT BOND

The successful bidder, together with a surety company approved by the Owner and authorized by law to carry on business in the Province of Ontario, shall furnish to the Owner a Performance Bond and a separate Labour and Material Payment Bond in the amount of one hundred percent (100%) of the total tender price (not including H.S.T.) and such additional amount, if any, as may be required by the Owner.

The Owner will notify the successful bidder accordingly when the Tender has been awarded. The successful bidder will be required to execute and furnish to the Owner the Performance Bond and the Labour and Material Payment Bond as required herein and after notification of the award of contract by the Owner. Contracts will not be executed without the provision of said bonds and no work shall commence until said bonds have been provided.

9. EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Bids will not be accepted from bidders who have not attended mandatory site visits that have been requested by the Town of Amherstburg.

Each Bidder 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 quotation 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 quotation are estimates only and are for the sole purpose of indicating to the bidders the general magnitude of the work. The Bidder is responsible for checking quantities for accuracy prior to submitting his quotation.

10. 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 Engineer and the Amherstburg Engineering and Public Works Department within 20 days after the Engineer 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.

11. INSURANCE

Upon award of the contract and prior to commencement of work, the Contractor shall furnish the Project Manager with a satisfactory Certificate of Insurance (COI) containing the information below, for the period of the execution of the work:

- i. A Commercial General Liability (CGL) policy that shall be not less than 5 million dollars per occurrence.
- ii. The CGL policy shall include bodily injury including death, personal injury, property damage, tenants legal liability, non-owned automobile and contain a cross liability/severability of interest clause. The certificate must also include acknowledgement that coverage under the policy specifically extends to the works in question. The COI shall name the Town of Amherstburg and Dillon Consulting Limited as additional insured to the policy.
- iii. The CGL policy shall not contain any exclusion or limitation 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.
- iv. The Contractor shall note that where construction works are performed within lands owned by the County of Essex the CGL policy shall also name the County of Essex as additional insured to the policy.
- v. 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 Town of Amherstburg.

12. CORPORATE CONTACT AND COMMUNICATIONS

Additional information, including clarifications, regarding this Tender may be obtained by contacting the following individuals by telephone or email:

Administrative Inquiries (regarding tender procedures, insurance, etc.)

Purchasing Department

Town of Amherstburg

Phone: 519-736-0012

Email: purchasing@amherstburg.ca

Technical Inquiries (regarding the scope of work of the contract)

Mr. Tim Oliver, Project Engineer

Dillon Consulting Limited

Phone: 519-354-7802

Email: toliver@dillon.ca

Contact with Town of Amherstburg officials or staff other than the individuals named is not permitted and will be considered grounds for disqualification in the bidding and selection process. No verbal instructions or verbal information to bidders will binding on the Town.

After the contract has been awarded, the Engineer noted above will act as the Project Manager on behalf of the Town of Amherstburg and will oversee the completion of the contract per the specifications noted in this document.

13. TENDER VALIDITY PERIOD

Tenders shall remain firm, valid and open for acceptance for a period of 90 days from the Tender closing date. Bidders shall ensure that sub-trade and supply quotations are valid for a sufficient length of time to accommodate the noted validity period.

14. SUBMISSION CONFIDENTIALITY

All Tenders submitted to the Town will be considered confidential, subject to the Municipal Freedom of Information and Protection of Privacy Act. All pricing information regarding content of Tenders will remain confidential as the Town reserves the right to negotiate with bidders.

At no time will bidders divulge any confidential information provided to or acquired by the bidder or disclosed by the Town throughout the course of the intended project.

The successful bidder acknowledges that information of any kind provided throughout the course of the intended project are the exclusive property of the Town and shall not be disclosed or released to any person or organization without written authorization from the Town having been previously provided.

15. CLARIFICATIONS

The Town reserves the right in its sole discretion to clarify any submission after the closing date by seeking and/or acquiring additional information from one or all bidders without obligation to clarify or obtain additional information from any or all other bidders.

Bidders are advised that any clarifications sought or obtained will not be an opportunity to correct errors or alter their bids in any way.

16. INFORMAL OR UNBALANCED TENDERS

Tender documents must be legible. All entries in the Form of Tender shall be made in ink or be typewritten. Entries or changes made in pencil shall be subject to automatic rejection, unless otherwise decided by the Town.

Alterations of any kind must be clearly made and initialed by the bidder, or the Tender may be subject to automatic rejection.

Tenders containing a project period or schedule adverse to the objectives of the Town's interests may be rejected.

Tenders containing prices so unbalanced as to adversely affect the interests of the Town may be subject to rejection.

All items must be bid with the unit price for every item and other entries clearly shown. If any amount within the Tender does not agree with the extension of the estimated quantity and unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly, unless the Town decides otherwise.

A discrepancy in addition or subtraction shall be corrected by the Town by adding or subtracting the items correctly and correcting the Total Tender Price, unless the Town decides otherwise. If an error has been made transposing an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as previously noted, be taken to be correct and the amount shown after the transfer and the Total Tender Price shall be corrected accordingly.

If an omission has occurred wherein an item of work has not been provided a price in the Form of Tender, the bidder shall, unless otherwise stated in his Tender, be deemed to have allocated this price elsewhere in the Form of Tender for the cost of carrying out said item of work and, unless otherwise directed by the Town, no increase shall be made in the Total Tender Price because of said omission.

The Town may waive formalities at its discretion, provided the Town's Purchasing Policy has been adhered to.

17. INDEPENDENT CONTRACTOR

At all times when performing work under this Tender, the Contractor shall perform as an Independent Contractor and nothing shall be construed as constituting any relationship with the Town, other than that of Town and Independent Contractor. Notwithstanding, the Tender documents shall not be construed to create any contractual relationship between the Town and a subcontractor, other supplier, or any of their respective agents or employee, or any other person performing the work acknowledges that they are the Contractor, as defined by the province's Occupational Health & Safety Act.

18. NON-RESIDENT CONTRACTOR

Parties bidding on this Tender must be bona-fide residents of Canada who are Canadian citizens or landed immigrants.

If the Contractor is non-resident in Ontario, they shall immediately, after being notified by the Town that the Town has approved the award of contract, obtain from the Canada Revenue Agency a certificate showing that the Contractor has registered with the Canada Revenue Agency and shall submit such certificate to the Town at the same time that they furnish the Performance Bond.

The Town may withhold the issuance of the instruction to commence work to a non-resident contractor if the required certificate has not been furnished.

If the Contractor is non-resident in Ontario, they shall not commence work or order any materials or equipment for the Tender until they have furnished to the Town the required certificate.

The Contractor shall ensure that all Sub-contractors whom they propose to use for carrying out any of the work required by the Tender and who are non-residents in Ontario have registered with, and have complied with the requirements of the Canada Revenue Agency, before they commence any such work.

19. CORPORATE SEAL

The Form of Tender requires the application of the Bidder's corporate seal on a number of pages. The corporate seal must be applied on each page as required to make the tender valid. If a corporate seal is not present on the required Form of Tender pages, the Bidder must indicate that the tender signatory is legally authorized to bind the company by completing the acknowledgement provided below the request for the corporate seal.

Failure to provide corporate seals or acknowledgement that the signatory is legally able to bind the company in the required locations on the Form of Tender may result in the rejection of the tender.

20. WORKPLACE SAFETY AND INSURANCE BOARD PAYMENTS

The Contractor will be required to submit to the Town 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 Town 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.

21. RESERVATION OF RIGHT

Contractors will not have the right to change conditions, terms or prices of the Tender once the Tender has been submitted in writing to the Town. Bidders shall withdraw tender submissions in accordance with Section 27 - Withdrawal or Qualifying of Tenders contained in this document.

The Town reserves the right to negotiate minor changes or variations to this Tender with the successful Contractor without recalling the tender.

22. ADDENDA

Bidders may be notified during the Tender period of required additions to, deletions from, or alterations in the requirements of the Tender documents.

Any addenda issued after the posting of this Tender will be emailed and faxed to each bidder up to 48 hours prior to the Tender closing time. It is the sole responsibility of contractors to review and respond to addenda issued following the issuance of this request for Tender in their submissions.

If addenda are issued prior to 48 hours of closing this request for Tender, the closing date of this request for Tender will be adjusted accordingly.

Addenda must be acknowledged on page T-13 and provided with the Tender. Failure to acknowledge addendums may result in the rejection of the Tender.

23. HARMONIZED SALES TAX (HST)

The Proponent will be required to calculate and include both of the following items in his Tender:

- a) Tender Price (not including HST)
- b) Total Tender Price (including 13% HST)

For the purposes of evaluating Quotations, the Total Quotation Price must be the base Quotation Price plus 13%. If a percentage other than 13% is added, the Quotation will be assumed to be in error and will be corrected accordingly.

24. COSTS INCURRED BY BIDDERS

Expenses incurred by bidders for the preparation and submission of Tenders to the Town, or any work done in correlation thereof, shall be borne by the bidder.

No payment will be provided for any Tenders submitted or for any other effort made by the bidder prior to the commencement of the services as defined and approved by the Town.

25. TENDER FEE

The Tender Fee shall be a firm price (upset limit) and include all payroll costs, benefits, overhead and profit. All costs for printing, telephone and facsimile charges, and approved travel shall be included.

26. PAYMENT OF FEES

Unit prices are provided for the evaluation of quotations and the selection of a successful contractor. Payment for the items in the tender will be on a unit price basis as per the tender. Quantities have been estimated based on anticipated work required and will be validated. It should be noted that payment of invoices will be Net 60 days. Requests from bidders for early payment of invoices and payment certificates will be subject to a 2% discount. Where applicable, a holdback will be retained by the Town of Amherstburg in accordance with the Construction Lien Act.

27. CONTINGENCY ALLOWANCE

In the event that the Contractor encounters an item of work that is not listed or specified in the Form of Tender, such work required will be paid at a price negotiated with the Owner or on a Force Account Basis. Such work must be authorized by the Consultant and executed in accordance with the Consultant's instructions. The cost of such work will be paid to the Contractor under the "Contingency" item of the Form of Tender. Although listed as an item under the Form of Tender, the Contractor is not necessarily entitled to any or all of the value allotted under the Contingency Allowance item in the Form of Tender.

28. WITHDRAWAL OR QUALIFYING OF TENDERS

A bidder who has already submitted a Tender may submit a further Tender at any time up to the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by the bidder for this contract.

A bidder may withdraw his Tender at any time up to the official closing time by presenting a letter with his signature and corporate seal. Said letter must be received at the TENDER closing location in sufficient time to be marked with the time and date of receipt, and for the Tender contact to note the withdrawal of the Tender prior to the official closing time.

When a request to withdrawal a Tender has been received prior to the closing time, and it has been verified to be signed and sealed by the corporation, the unopened submission envelope will be returned to the bidder.

No telegrams, facsimiles, or telephone calls will be considered for official withdrawal of a Tender. If applicable, the bid deposit shall be forfeited to the Town when a bidder attempts to withdraw their Tender after the Tender closing time, in addition to any consequence or applicable legal penalty.

29. DISQUALIFIED TENDERS

The Town will not accept Tenders that:

- a) Are received by the Town at the closing location any time after the closing time advertised for the Tender
- b) Do not contain the required bid bond, certified cheque or bank draft in the required amount (if so required by the request for Tender)

Disqualifications of Tenders shall be subject to the Town's Procurement Policy.

30. ABILITY AND EXPERIENCE OF CONTRACTOR

The bidder must submit satisfactory evidence that they have the ability and experience for this type of work and that they have the necessary plant and capital to enable them to

proceed and complete the work in a satisfactory manner. This evidence must be provided on the submitted Form of Tender:

- a) T-9 - Contractor Qualifications and Experience
- b) T-10 - List of Subcontractors
- c) T-11 References

The Town of Amherstburg may investigate as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the Town of Amherstburg all such information and data for this purpose as the Town of Amherstburg may request. The Town of Amherstburg reserves the right to reject any quotation if the evidence submitted by or investigation of such bidder fails to satisfy the Town of Amherstburg that the bidder is qualified to carry out the obligations of the contract.

31. PRIVILEGE CLAUSE

The lowest or any Tender may not necessarily be accepted. The Corporation of the Town of Amherstburg reserves the right to delete any part, or parts from the Tender without stating reasons therefore. In the event of any deletion, it is agreed that the contractor will have no claim for loss of potential profit or overhead costs.

32. RECORD AND REPUTATION

Without limitation to any other privilege of the Town, and notwithstanding whether a submitted Tender otherwise satisfies the requirements of the Tender or not, the Town may instantly reject any Tender from a bidder where in the opinion of Council, the affiliation between the Town and said bidder has been damaged by prior or current acts or omission of said bidder, including but not limited to:

- a) Litigation with the Town
- b) Registration of Construction liens on past projects conducted by the bidder for, or on behalf of, the Town
- c) The failure of the bidder to pay, in full, any outstanding payments, interests, and costs owing to the Town after the Town has requested payment of same
- d) The refusal of the bidder to enter into the contract with the Town after the bidder's Tender has been accepted by the Town
- e) The refusal of the bidder to perform or complete performance of a contract with the Town at any time after the bidder has been awarded the contract by the Town
- f) The refusal of the bidder to follow logical directions of the Town or its Engineer, or to alleviate a default under any contract with the Town when required by the Town or the Town's representative

- g) Acts or omissions by the bidder resulting in a claim by the Town under a bid bond, performance bond or any other security required to be submitted by the bidder on a tender, RFP or RFQ within a five year period immediately preceding the date on which the tender, RFP or RFQ is awarded

33. TENDER ACCEPTANCE OR REJECTION

Reporting and authorization of resulting contracts shall be conducted in accordance to the Town's Procurement Policy.

A Tender is accepted by the Town when the agreement in the form bound herein is executed by the Town and the successful bidder; or when written authorization of the Town and within the 90 day validity period, has issued a written order to commence work to the successful bidder. The acceptance of the Tender is also conditional upon the receipt of a Performance Bond (if required), and Labour and Material Payment Bond (if required).

The Town is not responsible for any liabilities, expenses, loss or damage to the bidder subsequent to or by reason of the acceptance or non-acceptance by the Town of any Tender or by reason of any delay in the acceptance of a Tender. Tenders are subject to a formal contract being prepared and executed.

If an insufficient number of Tenders are received, Tenders may be returned unopened.

34. TENDER RESULTS

The report recommending an award of contract shall be a matter of public record. The results of the Tender, when requested, may be made public by the Town, and may contain the Total Tender price.

The name of the successful bidder and the contract price shall be deemed public information following the award of contract, however, unit prices contained in the form of Tender will not be released.

Unsuccessful bidders may request information regarding their Tender evaluation from the Corporate Contact.

35. AGREEMENT

The successful bidder will be required to enter into an agreement with the Town upon acceptance of their Tender. The agreement found in the form bound herein will be

executed in quadruplicate by the Town and will be provided to the Contractor in the executed contract.

If a mathematical error has been found in the bidder's submission and has been properly corrected and initialed by the bidder, the price stipulated in the agreement will be the corrected price.

36. CONTRACT EXECUTION

Upon approval by Council of the award of contract, the successful bidder will be notified by the Town that their Tender has been accepted and an official award of contract letter will be provided.

The successful bidder will be given no more than fourteen days from the receipt of the contract documents for execution of the contract documents and to provide the necessary guarantees, insurance, etc. Failure to execute the contract documents, and failure to provide the required guarantees, insurance, etc. within the specified time may result in forfeiture of the Tender deposit (if applicable). No work shall commence on the project until the documents have been executed by the bidder and the insurance and guarantees have been received.

There shall be no variation or substitution from this Tender unless approved in writing by the Town.

Receipt of materials, equipment, work or service will not waive any of the requirements of the contract. Defective goods, materials, or equipment found will be returned at the risk of the supplier and at the supplier's expense.

Failure to deliver or complete the terms of the contract outside of the stipulated project schedule shall entitle the Town to cancel the contract without being liable for any costs, fees, or charges of any kind.

In the event of labour or supplier strikes, or unexpected events that cease work, the Town reserves the right to suspend this contract.

37. BIDDER DECLARATION

The bidder, by submission of a Tender, declares that:

- a) The bidder has carefully reviewed the required deliverables and specifications in accordance to this Tender
- b) No one other than the bidder has any interest in this Tender or in the assignment of the pending contract from this Tender

- c) That all representation in the Tender submission are true and factual
- d) No member of Council or employee of the Town has any direct or indirect pecuniary interest in this Tender
- e) The bidder and their heirs, administrators, successor, executor and assigns are to forfeit all claims against the Town under the contract. This includes claims for all work done and/or supplies and/or service provided under the contract should it seem that a member of Council or a Town employee has been furnished with a direct or indirect financial benefit
- f) The bidder does not have any Construction Liens currently registered against them in relation to any projects completed for or on behalf of the Town.

38. CONFLICT OF INTEREST

Contractors participating in this Tender process shall disclose, prior to entering into an agreement, any potential direct or indirect conflict of interest. If such a conflict exists, the Town of Amherstburg may, at its discretion, withhold the award of a contract from the Contractor until the matter is resolved. If the conflict is deemed to remain unresolved, and the Town deems it necessary, the Town reserves the right to withhold the award of contract to the bidder altogether and provide the contract to the next qualified bidder.

39. SAFETY

The Contractor must comply with ALL safety standards established by law in the Province of Ontario and with safety standards established by industry associations applicable to the specific work required in the Province of Ontario. The Contractor, prior to commencing any work, shall provide the Town with a Health and Safety Acknowledgement that provides all applicable safety standards related to the scope of work.

Breach of this condition shall be considered a breach of contract.

40. SUBCONTRACTORS OR SUPPLIERS

If the Contractor proposes to use any product or services from another firm or subcontractor for any part of the work, other than those listed in the Form of Tender, the contractor must request approval in writing from the Engineer. The Owner reserves the right at any time to object or refuse to accept any subcontractor, firm or supplier for inclusion in the work and shall not be required to give a reason for such objection or refusal.

No substitute for any firm, subcontractor or supplier shall be allowed without written consent from the Engineer. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor, firm or supplier and the Owner.

Should the contractor request to change any subcontractor, firm or supplier, the Owner will not be responsible for any additional costs incurred by the contractor as a result of this request.

41. CONTRACTOR'S LIABILITY

The successful bidder, his agents, employees, 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 carryon of the work, or by any neglect on the contractor's part.

42. INDEMNIFICATION

The Contractor will indemnify and save harmless the Town, its officers, partners, agents, employees and Council members from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, its sub-contractors or their agents or employees with respect to the contract.

43. ERRORS AND OMISSIONS

The Town shall not be held liable for any errors or omissions contained in any part of this Tender. The Town has put forth significant effort to ensure accurate data in this Tender. The information contained in this Tender is supplied exclusively as parameters for bidders. The information contained in the Tender documents is not guaranteed or warranted to be accurate, nor is it necessarily comprehensive. No information provided in the Tender is intended to relieve the bidder from forming their own conclusions with respect to the matters contained therein.

44. CONTRACT DOCUMENTS

The Proponent shall take note that the Contract Documents shall include a Contract Agreement, a Certificate from the Workplace Safety & Insurance Board, a Certificate of Insurance, Labour and Materials Payment Bond and a Performance Bond, all to be furnished by the Contractor on a form satisfactory to the Owner's solicitor. The Proponent shall consult with the Owner's solicitor as to the forms required for the Contract and the Proponent shall not qualify his Quotation in respect to these matters.

45. LIQUIDATED DAMAGES

Liquidated Damages are not applicable to this project

46. HOLDBACK

Subject Payment holdback shall be a minimum of 10% of the value of the total scope of the work to be completed, in accordance with the Construction Lien Act and as specified in the General Conditions contained within this document.

In addition to the ten percent (10%) holdback, the Owner may withhold a sufficient and reasonable sum, as determined by the Engineer, until incomplete work is finished or deficiencies in any part of the constructed works are rectified. The Engineer will notify the Contractor when all deficiencies must be completed, taking into account the agreed to schedule, weather conditions and availability of materials. Should the Contractor not complete these deficiencies within this time period, the Owner shall without further notice to the Contractor arrange to have these deficiencies completed and deduct the costs from the monies owing to the Contractor. Should insufficient funds be available in the deficiency holdback to complete the work, the Owner will invoice the Contractor and the Contractor shall make payment within 30 days from the date of the invoice.

Provided that no liens are registered against the project, holdback monies will be released in accordance with the Construction Lien Act. The Substantial Performance Statutory Holdback Release Payment Certificate will be forwarded to the Owner after the following required documentation has been submitted by the Contractor:

- a) Certificate of Clearance from the Workplace Safety and Insurance Board (WSIB).
- b) Publication of the Certificate of Substantial Performance must be in a construction trade paper having circulation throughout Ontario for the publication to be in compliance with the Construction Lien Act.

Since the only newspaper that currently meets the criteria is the "Daily Commercial News" only the publication of the Certificate of Substantial Performance in the Daily Commercial News will be accepted.

- c) A Statutory Declaration stipulating that all accounts with regard to the Contract have been settled.

- i) Written confirmation from the Bonding Company that the Performance Bond which is part of this Contract, will serve to fulfil the Contract requirements of the Maintenance Bond.

- ii) Written confirmation will not be required provided a separate section (in bold type) is included in the Performance Bond satisfying the Owner and/or their legal representative that the Performance Bond covers the maintenance period.

47. PROJECT COMMENCEMENT

The project shall commence after contract has been awarded by council and a pre-construction meeting has been held.

48. COMPLETION DATE

Prior to March 15, 2017 the Contractor shall be required to have completed, at a minimum, (weather permitting) the cleanout of the Dufour Drain, Branch A and Branch B including installation of all six (6) yard catch basins and leads for the Branch A drain.

The Contractor is advised that no work shall be allowed to be carried out in the drain during the no in-water works timing window, from March 15th to June 30th. This restriction may only be waived if approval is granted in writing by the Conservation Authority, the Department of Fisheries and Oceans, and the Ministry of Natural Resources and Forestry.

The balance of the work shall be completed by **Monday September 4, 2017**.

49. OCCUPATIONAL HEALTH AND SAFETY ACT

The contractor shall comply with all requirements of the Occupational Health and Safety Act, 1990 and Regulation for Construction Projects and Amendments, as administered by the Ontario Ministry of Labour and all subsequent amendment of said act. In the event that the contractor fails to comply with the requirements of the above mentioned act, the Town may suspend the continuation of the work forthwith and the suspension will remain in effect until the contractor has taken whatever remedies are necessary to comply with said act. Suspension of the work by the Town on account of the provisions of this clause, shall not allow the contractor an extension of the time of completion and the contractor may be liable for liquidated damages to the Town.

The General Contractor will be the Constructor as defined in the Act for this project, unless specifically noted otherwise in the Special Information to Tenderers. The General Contractor shall prepare a written coordination document before any worker enters a confined space or begins related work with respect to a confined space.

The General Contractor shall note that this construction site is under the care and control of the General Contractor and as such the General Contractor is responsible for the health and safety of all workers on the site including workers of Sub-Contractors, the Owner, Dillon Consulting Limited and its sub-consultants, and workers from regulatory agencies.

The General Contractor shall provide all necessary records, training, equipment and trained staff (attendants and rescue team) to facilitate the entry into confined spaces by his employees, and employees of his Sub-Contractors and employees of the Owner, Dillon Consulting Limited and any regulatory agencies, all at the Contractor's expense.

The General Contractor shall cooperate with the Owner, Dillon Consulting Limited and any other regulatory agencies in scheduling entry into confined spaces.

If the project tender price exceeds \$50,000.00 the successful contractor shall notify the Ontario Ministry of Labour with a Notice of Project as required under the Occupational Health and Safety Act and Regulation, and shall provide a copy of same to the Town.

50. PROCUREMENT POLICY BY-LAW / GOVERNING LAW

Tenders will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement Policy (copy available upon request). By submitting a Quotation for this subject, the Contractor agrees to be bound by the terms and conditions of such Policy and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Tender shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

51. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, a review of the Town's Policy on Accessible Customer Service Standards, as well as instruction regarding all matters set out in Section 6 of the Regulation.

The Contractor shall also maintain a record of all training provided to the Contractor's personnel on the Town's accessible customer service standards as required under this section, which shall include at a minimum the dates on which the training was provided and the number of individuals to whom the training was provided. The Vendor shall furnish any required records of accessible customer service training to the Town within ten (10) days of the Town's request, unless otherwise agreed upon by the Town. The Town reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

The Town's Accessible Customer Service Standards Policy has been provided in Appendix C.

Information on accessible customer service training is available online from the Ministry of Community and Social Services at www.accesson.ca/index.aspx.

FORM OF TENDER

CONTRACTOR IDENTIFICATION SHEET

BUNSIINESS NAME OF CONTRACTOR:	D'Amore Construction (2000) Ltd
MAILING ADDRESS OF CONTRACTOR (including postal code):	3914 North Service Road East WINDSOR, ON N8W 5K2
NAME OF CONTACT PERSON REPRESENTING CONTRACTOR:	Jim TRUANT
TELEPHONE NUMBER & EXTENSION OF PERSON REPRESENTING CONTRACTOR:	519-966-0554
FAX NUMBER OF CONTRACTOR:	519-966-3055
EMAIL ADDRESS OF PERSON REPRESENTING CONTRACTOR:	jtruant@bellnet.ca
NAME OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	RON DAVIE
TITLE OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	SECRETARY

SIGNATURE OF PERSON AUTHORIZED TO ACT ON
BEHALF OF PROPONENT:



CORPORATE SEAL:

(Please affix Corporate Seal)

If a corporate seal does not exist, please acknowledge the following:

"The signature of the person applied to this tender document is authorized to act on behalf of the proponent and is legally able to bind the company."

_____ Signatory Initials

TENDER PRICE

WE the undersigned, having examined the locality and site of the Works, Drawings and Specifications as prepared by The Town of Amherstburg and 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 Project Manager of the Town of Amherstburg, made up as follows:

Section 'A' – Dufour Drain

Item No.	Description	Qty	Unit Price	Total Price
1.	Brushing of the drain from Station 0+000 to 1+298 including the disposal by burning on-site or removal off-site with trimming and/or removal of existing trees to permit re-alignment of the drain where required. Work shall include the removal and disposal of stumps that are within the drain.	1	LS	\$ 3500
2.	Excavation of the drain bottom only and levelling of excavated material, as follows:			
	a) Sta. 0+000 to Sta. 0+807 cleanout from <u>east side</u> of drain totalling approximately 807 lineal metres of drain (approximately 305 m ³ of material).	1	LS	\$ 6900
	b) Sta. 0+939 to Sta. 1+298 cleanout from <u>north side</u> of drain totalling approximately 359 lineal metres of drain (approximately 115 m ³ of material).	1	LS	\$ 3500
3.	Trucking of excavated materials where the drain is to be cleaned from the roadside, as follows:			
	a) Station 0+281 to Station 0+375 totalling approximately 25 m ³ of material	1	LS	\$ 150
	b) Station 0+418 to Station 0+449 totalling approximately 13 m ³ of material	1	LS	\$ 150
	c) Station 0+740 to Station 0+776 totalling approximately 5 m ³ of material	1	LS	\$ 75
	d) Station 0+776 to Station 0+807 totalling approximately 7 m ³ of material	1	LS	\$ 75
4.	Access bridge replacement works, as follows:			
	a) <u>Bridge No. 3 (Roll No. 430-05050) – Station 0+424.5</u> – Remove and dispose of existing 8 m	1	LS	\$ 23500

	long, 1400 mm diameter CSP culvert and end wall materials off-site. Supply and installation of a new 9.0 m long, 1600 mm diameter corrugated steel pipe CSP culvert with 125 mm x 25 mm corrugations and 2.8 mm thickness (see Specifications), clear stone bedding (approximately 15 tonnes), full Granular 'A' backfill material (approximately 100 tonnes) and vertical concrete block end walls (600 mm x 600 mm x 1200 mm) (approximately 20 full blocks, 4 half blocks, 4 footing blocks). Salvage and re-use existing granular backfill.			
	b) <u>Bridge No. 3 (Roll No. 430-05050) – Station 0+424.5</u> - Restoration of asphalt driveway with 80 mm thickness of HL3 hot mix asphalt - two 40 mm lifts compacted (approximately 7 tonnes).	1	LS	\$ 2000
	c) <u>Bridge No. 5 (Roll No. 430-02750) – Station 0+873</u> – Restoration of two (2) asphalt driveways with 80 mm thickness of HL3 hot mix asphalt - two 40 mm lifts compacted (approximately 8 tonnes) complete with full Granular 'A' backfill material under asphalt driveways (approximately 85 tonnes)	1	LS	\$ 3600
	d) <u>Bridge No. 5 (Roll No. 430-02700) – Station 0+873</u> – Restoration of Granular 'A' driveway surface material for farm access at north end of lawn culvert minimum 200 mm thickness (approximately 30 tonnes).	1	LS	\$ 600
5.	Cleaning of access bridges:			
	a) Bridge No. 1 – Station 0+321, 9.5 m 1600 mm CSP	1	LS	\$ 760
	b) Bridge No. 2 – Station 0+403, 11 m 1600 mm CSP	1	LS	\$ 880
	c) Bridge No. 4 – Station 0+755.5, 11 m 1400 mm CSP	1	LS	\$ 880
6.	Supply and install stone erosion protection on north and south drain banks of existing drain bend from Station 1+288 to Station 1+298 (approximately 60 m ²).	1	LS	\$ 4800
7.	Supply and installation of stone erosion protection to repair surface water inlets, (approximately 10 m ²)			

	each) as follows:			
	a) Station 0+016 (Roll No. 430-08200) – east bank	1	LS	\$ 800
	b) Station 0+087 (Roll No. 430-08200) – east bank	1	LS	\$ 800
	c) Station 0+133 (Roll No. 430-08200) – east bank	1	LS	\$ 800
	d) Station 0+223 (Roll No. 430-08200) – east bank	1	LS	\$ 800
	e) Station 0+281 (Roll No. 430-09700) – east bank	1	LS	\$ 800
	f) Station 0+448 (Roll No. 430-02700) – east bank	1	LS	\$ 800
	g) Station 1+014 (Roll No. 430-02700) – north bank	1	LS	\$ 800
	h) Station 1+089 (Roll No. 430-02700) – north bank	1	LS	\$ 800
8.	Seeding of a 1.0 m wide permanent grass buffer strip along the east and north sides of the drain from Station 0+000 to Station 1+298 (approximately 1,060 m ²).	1	LS	\$ 3180
9.	Supply and install temporary 0.60 m high x 1 m wide rock check dam across bottom of drain channel including 0.30 deep x 1 m wide x 6 m long sediment trap on upstream side starting at Station 0+075 (approx. 5 tonnes of riprap).	1	LS	\$ 500
10.	Bridge No. 5 (Roll No. 430-02750) – Station 0+873 – Remove and dispose of existing 124 m long, 1200 mm diameter CSP culvert and concrete headwall materials off-site. Supply and installation of a new 132 m long, 1780 mm x 1360 mm polymer laminated, corrugated steel pipe arch (CSPA) pipe with 125 mm x 25 mm corrugations and 2.8 mm thickness, including two (2)-1780 mm x 1360 mm polymer laminated CSPA 45° bends, three (3) - 1780 mm x 1360 mm x 600 mm polymer laminated riser tee catch basins complete with cast iron grates. The work shall include the road drain connection including supply and placement of 6 m length of 375 mm diameter polyvinyl pipe (PVC) and inserta tee fitting. The work shall also clear stone bedding and backfill up to pipe springline (approximately 390 tonnes), native backfill beyond driveway (approximately 375 m ³), and sloping stone end walls (approximately 30 m ²). The work shall also include removal and reinstatement of wood rail fence and restoration of existing grassed areas where	1	LS	\$124600

	disturbed. Note: Overall length of new culvert includes the length of the 45° bends and tees.			
11.	Road Culvert (8 th Concession Road) – Station 0+484 - Repair east end of existing 450 mm diameter concrete road culvert pipe with new 3 m long, 450 m diameter high density polyethylene (HDPE Boss 2000 or approved equal) including stone erosion protection on west drain bank (approximately 10 m ²).	1	LS	\$ 1660
	Sub-total – Section A			\$ 187 710

Section 'B' – Branch A

Item No.	Description	Qty	Unit Price	Total Price
1.	Brushing of the drain from Station 0+000A to 0+533A including the disposal by burning on-site or removal off-site with trimming and/or removal of existing trees to permit cleanout of the drain and installation of yard catch basin drains where required.	1	LS	\$ 10 500
2.	Excavation of the drain from south side including trucking and hauling of excavated materials to the north side of drain and levelling within the designated disposal corridor between Station 0+000A and Station 0+173A, as follows:			
	a) Sta. 0+000A to Sta. 0+325A totalling 325 lineal metres of drain (approximately 70 m ³ of material). Work shall include excavation and levelling of excavated materials including restoration of all grassed areas disturbed by construction.	1	LS	\$ 2300
	b) Trucking of excavated materials taken from Station 0+000A to Station 0+325A (approximately 70 m ³ of material) to the north side of the drain. Work to include the supply and placement of a temporary access culvert (minimum 900 mm diameter) for the haul route drain crossing to be later removed and drain banks restored.	1	LS	\$ 6100
3.	Excavation of the drain from south side including drain widening of south bank, trucking and hauling of excavated materials to the north side of drain and levelling within the designated disposal corridor between Station 0+000A and Station 0+173A, as follows:			

	a) Station 0+325A to Station 0+533A totalling 208 lineal metres of drain (approximately 400 m ³ of material). Work shall include excavation and 0.50 m widening of south drain bank complete restoration of all grassed areas disturbed on ERCF lands.	1	LS	\$ 4600
	b) Trucking of excavated materials taken from Station 0+325A to Station 0+533A (approximately 400 m ³ of material) to the north side of the drain between Station 0+000A and 0+173A including levelling within disposal corridor.	1	LS	\$ 3600
4.	Hydraulic seeding of re-shaped south drain bank from Station 0+325A and Station 0+533A (approx. 700 m ²)	1	LS	\$ 2100
5.	Removal and disposal off-site of existing 4 m long, 750 mm diameter CSP and end wall materials at Station 0+032A.	1	LS	\$ 300
6.	Supply and installation of stone erosion protection to repair surface water inlets, as follows:			
	a) Station 0+000A (Roll No. 430-02720) – north bank, approximately 40 m ²	1	LS	\$ 3200
	b) Station 0+090A (Roll No. 430-02720) – north bank, approximately 10 m ²	1	LS	\$ 800
7.	Seeding of a 1.0 m wide permanent grass buffer strip along the north side of the drain from Station 0+000A to Station 0+173A (approximately 173 m ²).	1	LS	\$ 519
8.	Supply and install 450 mm diameter HDPE yard catch basin (YCB) complete with cast iron grate, two (2) private drain connection stubs to 1 m past the property line (150 mm diameter HDPE) and 16 m long, 150 mm diameter HDPE connection from yard catch basin to Branch A drain. The work to also include stone erosion protection (approximately 5 m ²), fine grading and re-seeding disturbed areas for each as follows:			
	a) YCB1–Station 0+161A (Roll No. 430-02400/ 02500)	1	LS	\$ 2475
	b) YCB2–Station 0+185A (Roll No. 430-02200/ 02300)	1	LS	\$ 2475
	c) YCB3–Station 0+234A (Roll No. 430-02000/ 02100)	1	LS	\$ 2475
	d) YCB4–Station 0+284A (Roll No. 430-01800/ 01900)	1	LS	\$ 2475
	e) YCB5–Station 0+333A (Roll No. 430-01600/ 01700)	1	LS	\$ 2475

f) YCB6–Station 0+405A (Roll No. 430-01200/ 01500)	1	LS	\$ 2475
Sub-total – Section B			\$ 48869

Section 'C' – Branch B

Item No.	Description	Qty	Unit Price	Total Price
1.	Excavation of the drain from south side of the drain including levelling of excavated materials within the designated working corridor, as follows:			
	a) <u>Sta. 0+044B to Sta. 0+101B</u> totalling approximately 57 lineal metres of drain (approximately 45 m ³ of material).	1	LS	\$ 1241
2.	ERCF lands crossing, as follows:			
	a) <u>Bridge No. 1B (North) – Station 0+015B-0+020B</u> – Remove and dispose of existing 5 m long, 900 mm diameter CSP culvert off-site. Supply and installation of a new 5 m long, 900 mm diameter solid corrugated high density polyethylene (HDPE) smooth wall 320 kPa pipe (Boss Polytite or approved equal), Granular 'B' bedding and backfill up to pipe springline (approximately 10 tonnes) and native backfill from springline to required grade (approximately 10 m ³) including connection to existing south end of 900 mm diameter concrete pipe.	1	LS	\$ 3700
3.	Seeding of a 1.0 m wide permanent grass buffer strip along the south side of the drain from Station 0+045B to Station 0+101B excluding areas occupied by existing woodlot (approximately 56 m ²).	1	LS	\$ 280
4.	County Road No. 10 crossing, as follows:			
	a) <u>Bridge No. 1B (South)– Station 0+020B-0+044B</u> – Remove and dispose of existing 900 mm diameter CSP culvert off- site. Supply and installation of a new 24 m long, 900 mm diameter solid corrugated high density polyethylene (HDPE) smooth wall 320 kPa pipe (Boss Polytite or approved equal), full Granular 'A' bedding and backfill (approximately 145 tonnes) and stone erosion protection (approximately 40 m ²) and asphalt restoration (120 mm thickness) HL4 hot mix asphalt - two 40 mm lifts and HL3 hot mix asphalt – one 40 mm lift compacted,	1	LS	\$ 31000

	approximately 8 tonnes).			
	b) Supply and installation of one (1) new 1500 mm by 1800 mm pre-cast concrete chamber complete with concrete cap section with cast iron maintenance hole frame and cover (OPSD 401.01 Type 'B'), ladder rungs and a minimum 300 mm deep sump. Work is to include connection of all new drain pipes and grouting of all voids around pipes with non-shrink concrete grout. The grate to be equipped with fasteners to secure grate to catch basin as supplied by the manufacturer. Alternatively, an 1800 mm precast maintenance hole (OPSD 701.012) is acceptable.	1	LS	\$ 9900
	c) Supply and installation of a new 3 m long, 600 mm diameter solid corrugated high density polyethylene (HDPE) smooth wall 320 kPa pipe (Boss 2000 or approved equal) stub complete with stone erosion protection (approximately 5 m ²).	1	LS	\$ 1800
	Sub-total – Section C			\$ 48321

SUBTOTAL (Sections A, B and C)	<u>\$ 284 900</u>
Contingency Allowance	<u>\$ 20,000.00</u>
SUBTOTAL	<u>\$ 304 900</u>
HST 13%	<u>\$ 39 637</u>
TOTAL TENDER PRICE	<u>\$ 344 537</u>

Note: The Town reserves the right to delete items of work from the Contract after awarding the contract.

SIGNATURE OF PERSON AUTHORIZED TO ACT ON BEHALF OF PROPONENT:

CORPORATE SEAL:



(Please affix Corporate Seal)

If a corporate seal does not exist, please acknowledge the following:

"The signature of the person applied to this tender document is authorized to act on behalf of the proponent and is legally able to bind the company."

_____ Signatory Initials

CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE

Please include a list of other similar projects and services completed by your firm and for whom the services were provided, when they were provided, and the approximate value of services provided.

2015	OUTER, MORO, BURKE	TOWN OF	2,000,070
	SANITARY SEWER EXTENSION	TECUMSEH	

2015	ELM/ERIE STREET	CITY OF	1,462,586
	RECONSTRUCTION	WINDSOR	

2015	McDougall Street	CITY OF	1 148 347
	Rehabilitation	WINDSOR	

2015	ONTARIO STREET	CITY OF	475 213
	STORM RELIEF	WINDSOR	

*Provide any attachments in this regard immediately following this sheet

REFERENCES

Provide a minimum of three (3) related projects successfully completed by the firm. Note that the references may be contacted.

Reference No.1

Company Name: RC SPENCER ASSOCIATES INC

Address: 261 SHEPHERD STREET EAST, WINDSOR ON

Contact Name & Title: DAVE ARCHER, P.ENG

Telephone Number: 519-946-1122 Email: darcher@rcspencer.ca

Description of Project: OUTER, MORO & BURKE SANITARY SEWER
EXTENSION

Date of Project: 2015

Reference No.2

Company Name: CITY OF WINDSOR - OPERATIONS

Address: 1531 CRAWFORD AVE, WINDSOR ON

Contact Name & Title: WADE BONDY P.ENG CONTRACT COORDINATOR

Telephone Number: 519-255-6560 Email: wbondy@citywindsor.ca

Description of Project: CONTRACT 91-15 ROAD REHABILITATION
MOY / MERCER / WINDSOR

Date of Project: 2015/2016

REFERENCES- (cont'd)

Reference No.3Company Name: WINDSOR UTILITIES CommissionAddress: 4545 RHODES DRIVE, WINDSOR, ONContact Name & Title: SPENCER JOHNSTON, B.Sc C.E.T Supervisor, Water
CONSTRUCTION & DESIGNTelephone Number: 519-251-7300 Email: sjohnston@erwin.comDescription of Project: Contract 2016-005 WATERMAIN CONSTRUCTION
ON VICTORIA & LILLIAN AVEDate of Project: 2016

*Provide any attachments in this regard immediately following this sheet

ACKNOWLEDGEMENT OF TENDER DOCUMENTS AND ADDENDA RECEIVED BY BIDDER

I/We, the undersigned, hereby acknowledge and confirm on behalf of: _____

D'Amore Construction (2000) Ltd

That I/We have received all of the documents noted in the Table of Contents contained in this document and have been provided with all of the details required to permit me/us to submit a bid on Request for Quotation.

1. I/We declare that this bid is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Tender for the supply of the same goods and services.
2. I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the goods and services required and do hereby make our bid to the Corporation of the Town of Amherstburg for the goods and services described herein.
3. I/We agree to have the required equipment and labour at the site to work continuously on this project to complete the cleanout of the Dufour Drain, the cleanout of Branch A including six (6) yard catch basins and leads and the cleanout of Branch B by no later than **Wednesday March 15, 2017** (weather conditions permitting) with the balance of the works to be completed by the specified completion date of **Monday September, 4, 2017**.
4. I/We acknowledge that we have received the following addendum to this Request for Quotation and that it is my/our responsibility to ensure that all addenda issued by the Corporation of the Town of Amherstburg has been received.

Receipt of Addendum No: _____ to _____.

Signature:



Corporate Seal:

If a corporate seal does not exist, please acknowledge the following:

"The signature of the person applied to this tender document is authorized to act on behalf of the proponent and is legally able to bind the company."

_____ Signatory Initials

ACKNOWLEDGEMENT IF ONLY ONE TENDER IS RECEIVED

I/We, the undersigned, hereby acknowledge and confirm on behalf of: _____

D'AMORE Construction (2000) Ltd

That in the event that of only one tender having been received by the Town of Amherstburg after this call for tenders, the Town reserves the right to open our tender, or return the tender unopened.

Should the Town choose to open our tender, being the lone response after this call for tenders, I/We understand that the Town reserves the right to accept our tender, negotiate the terms contained in our tender, or reject our tender altogether, without being bound to award us with a contract for the work.

The Town is not responsible to us for any liabilities, expenses, loss or damage subsequent to or by reason of the acceptance or non-acceptance by the Town of any tender.

Signature:



Corporate Seal:

If a corporate seal does not exist, please acknowledge the following:

"The signature of the person applied to this tender document is authorized to act on behalf of the proponent and is legally able to bind the company."

_____ *Signatory Initials*

AGREEMENT

THIS AGREEMENT made in triplicate this 1st day of December , 2016 .

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND

D'Amore Construction Limited (2000) Ltd.

(hereinafter called the Contractor) of the second part.

WHEREAS the Corporation is desirous that certain works should be designed for the implementation of:

DUFOUR DRAIN AND BRANCHES A & B

In the Town of Amherstburg and has accepted a Quotation by the Contractor for this purpose.

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 and materials for, and to undertake and complete in strict accordance with his Tender accepted by the Town on the:

28th day of November , 2016

And the Agreement Documents (consisting of the contents and requirements for this Tender, including all modifications thereof and incorporated in the said documents before their execution) prepared by the Town of Amherstburg 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:

three hundred and four thousand, nine hundred dollars and zero cents
 (\$ 304,900.00) excluding H.S.T.

The Contractor hereby covenants and agrees with the Corporation in the following manner:

- (1) To execute and perform the whole of the work herein mentioned in a workmanlike manner, in strict accordance with the provisions of this Agreement, including the said Specifications, General Conditions and the Plans (where applicable) therein referred to. The Contractor shall, in the execution and performance of the said work perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisions and conditions mentioned and contained in this Agreement.

(2) The Contractor will indemnify and save harmless the Town, its officers, partners, agents, employees and Council members from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, its sub-contractors or their agents or employees with respect to the contract.

(3) To pay to the Corporation, on demand, all loss, costs, damages or expenses incurred by the Corporation or any of its officers, servants or agents in consequence of any such action, suit, claim, lien, execution or demand, and any monies paid or payable by the Corporation or any of its officers, servants or agents in settlement or in discharge thereof, or on account thereof. If in default of said monies so paid or payable by the Corporation, its officers, servants or agents, including any monies payable by the Contractor under any of the terms and conditions of the Contract, these said monies may be deducted from any monies of the Contractor then remaining in possession of the Corporation on account of this or any other Contract, or may be recovered from the Contractor or the Surety named in the Bond hereto attached in any court of competent jurisdiction and monies paid at their request.

The Corporation covenants with the Contractor that if the said work, including all extras in connection therewith, shall be duly and properly executed as aforesaid, the Corporation will pay the Contractor the Contract price mentioned in said tender (which are to apply to all extras of the character specified in the schedule of rates forming part of said Tender). Payment shall be made in the manner, subject to drawbacks and liquidated damages mentioned in the said General Conditions, upon estimates or certificates signed by the Engineer, issued in accordance with the conditions incorporated with and made part of this Agreement.

No monies shall become due or be payable under this Agreement unless and until an estimate or certificate therefore shall have been signed by the said Engineer, the possession of which is hereby made a condition precedent to the right of the Agreement to be paid or to maintain any action for such money or for any part thereof, the Corporation shall not be liable or compelled to pay for any extras or additional work not included in this Agreement, except only in the manner and as provided for herein. The Corporation shall not be liable or compelled to grant or insure any estimate or certificate for work rejected or condemned by the said Engineer or to pay any money therefore until the work so rejected or condemned has been replaced by new material and workmanship to the written satisfaction of the said Engineer. It is hereby expressly provided that the granting of any estimate or certificate, or the payment of any monies thereunder, shall not be construed as an acceptance of any bad or defective work or material, to which the same relates, or as an admission of liability to pay any money in respect thereof, and shall not in any manner lessen the liability of the Contractor to replace such work or material, although the condition of the same may not have been known to, or discovered by the said Engineer at the time such estimate or certificate was granted, or monies paid thereon.

AND it is understood and agreed between the parties hereto as follows:

That this Agreement, and the covenants and conditions herein, and in the said General Conditions contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns, of the said Contractor and the Corporation respectively. In this Agreement, and in the Contract, of which this Agreement forms a part, the words, "person", "plans", "shall", "may", "herein", "work", "Contract", "Contractor", "Inspector", "Engineer", and words used in the singular number of the masculine gender, shall have the meaning and effect given them in the General Conditions hereto annexed or in the Interpretation Act of the Revised Statutes of Ontario.

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.

J. Inman

WITNESS AS TO SIGNATURE OF
CONTRACTOR

[Signature]

Contractor's Signature and Seal

D'Amore Construction (2000) Ltd

Contractor's Name

3914 North Service Road East, Windsor

Contractor's address

CORPORATION OF THE TOWN OF AMHERSTBURG

J. Fox

WITNESS AS TO SIGNATURE OF
CORPORATION

[Signature]

Aldo DiCarlo, Mayor

[Signature]

Paula Parker, Clerk

GENERAL CONDITIONS

1. PAYMENTS

The Contractor shall be entitled to receive monthly payments at the rate of ninety percent (90%) of the value of the work actually done and materials in place, according to the estimate of the Engineer, less all stipulated forfeitures and deductions. These payments shall be made on progress certificates, which will be based on approximate estimates only, and must not be taken or construed as an acceptance of the work so estimated or as an admission that the Commission is in any way liable to the Contractor in respect thereof. The ten percent (10%) holdback shall be released forty-five days after the Completion of the work or publication of Substantial Completion as defined by the Construction Lien Act, or as soon thereafter as practicable. A certificate for one hundred percent (100%) of the whole amount due under the contract, including extras (less forfeitures and deductions as aforesaid) will be issued payable to the Contractor. After provisions of the contract have been fully complied with, the Bond shall be returned to the Contractor.

A Statutory Declaration form must be submitted at completion of contract and prior to release of the final payment stipulated in the final progress certificate.

The Town shall not be liable for, or be held to pay, any money to the Contractor, except as provided above, and on making the completion payment aforesaid, the Town shall be released from all claim or liability to the Contractor for anything done or furnished for, or relating to, the work, except the claim against the Commission for the remainder, if any there be, of the amounts kept or retained as provided above.

Payments to the Contractor will be made out of the funds under the control of the Town in their public capacity, and no member of the Town or officer of the Town is to be held personally liable or responsible to the Contractor under any circumstances whatsoever.

"SCHEDULE F"
DRAINAGE REPORT FOR THE
DUFOR DRAIN
TOWN OF AMHERSTBURG
COUNTY OF ESSEX
SPECIAL PROVISIONS

1.0 GENERAL SPECIFICATIONS

The General Specifications attached hereto is part of "Schedule F." It also forms part of this specification and is to be read with it, but where there is a difference between the requirements of the General Specifications and those of the Special Provisions which follow, the Special Provisions will take precedence.

2.0 DESCRIPTION OF WORK

The work to be carried out under this Contract includes, but is not limited to, the supply of all **labour and materials** to complete the following items:

Dufour Drain

- Brushing of the drain from Station 0+000 to 1+298 including the disposal by burning on-site or removal off-site with trimming and/or removal of existing trees to permit re-alignment of the drain where required. Work shall include the removal and disposal of stumps that are within the drain.
- Excavation, trucking and/or levelling of excavated materials works, as follows:
 - a) Excavation of the drain bottom only and levelling of excavated material, as follows:
 - i) Sta. 0+000 to Sta. 0+807 totalling approximately 807 lineal metres of drain (approximately 305 m³ of material).
 - ii) Sta. 0+939 to Sta. 1+298 totalling approximately 359 lineal metres of drain (approximately 115 m³ of material).
 - b) Trucking of excavated materials where the drain is to be cleaned from the roadside, as follows:
 - i) Station 0+281 to Station 0+375 totalling approximately 25 m³ of material.
 - ii) Station 0+418 to Station 0+449 totalling approximately 13 m³ of material.
 - iii) Station 0+740 to Station 0+776 totalling approximately 5 m³ of material.
 - iv) Station 0+776 to Station 0+807 totalling approximately 7 m³ of material.
- Access bridge replacement works, as follows:

- a) Bridge No. 3 (Roll No. 430-05050) – Station 0+424.5 – Remove and dispose of existing 8 m long, 1400 mm diameter CSP culvert and end wall materials off site. Supply and installation of a new 9.0 m long, 1600 mm diameter corrugated steel pipe CSP culvert with 125 mm x 25 mm corrugations and 2.8 mm thickness (see Specifications), clear stone bedding (approximately 15 tonnes), full Granular 'A' backfill material (approximately 100 tonnes), asphalt driveway restoration (approximately 35 m²) and vertical concrete block end walls (600 mm x 600 mm x 1200 mm) (approximately 20 full blocks, 4 half blocks, 4 footing blocks). Salvage and re-use existing granular backfill.
 - b) Bridge No. 3 (Roll No. 430-05050) – Station 0+424.5 - Restoration of asphalt driveway with 80 mm thickness of HL3 hot mix asphalt - two 40 mm lifts compacted (approximately 7 tonnes).
 - c) Bridge No. 5 (Roll No. 430-02750) – Station 0+873 – Remove and dispose of existing 124 m long, 1200 mm diameter CSP culvert and concrete headwall materials off-site. Supply and installation of a new 132 m long, 1780 mm x 1360 mm polymer laminated, corrugated steel pipe arch (CSPA) pipe with 125 mm x 25 mm corrugations and 2.8 mm thickness, including two (2) -1780 mm x 1360 mm polymer laminated CSPA 45° bends, three (3) - 1780 mm x 1360 mm x 600 mm polymer laminated riser tee catch basins complete with cast iron grates. The work shall include the road drain connection including supply and placement of 6 m length of 375 mm diameter polyvinyl pipe (PVC) and "Inserta Tee" fitting. The work shall also include clear stone bedding and backfill up to pipe springline (approximately 390 tonnes), native backfill beyond driveway (approximately 375 m³), and sloping stone end walls (approximately 30 m²). The work shall also include removal and reinstatement of wood rail fence and restoration of existing grassed areas where disturbed. Note: Overall length of new culvert includes the length of the 45° bends and tees.
 - d) Bridge No. 5 (Roll No. 430-02750) – Station 0+873 – Restoration of two (2) asphalt driveways with 80 mm thickness of HL3 hot mix asphalt - two 40 mm lifts compacted (approximately 8 tonnes) complete with full Granular 'A' backfill material under asphalt driveways (approximately 85 tonnes).
 - e) Bridge No. 5 (Roll No. 430-02700) – Station 0+873 – Restoration of Granular 'A' driveway surface material for farm access at north end of lawn culvert minimum 200 mm thickness (approximately 30 tonnes).
- Cleaning access bridges:
- a) Bridge No. 1 – Station 0+321, 9.5 m 1600 mm CSP
 - b) Bridge No. 2 – Station 0+403, 11 m 1600 mm CSP
 - c) Bridge No. 4 – Station 0+755.5, 11 m 1400 mm CSP
- Road culvert work, as follows:

- a) Road Culvert (8th Concession Road) – Station 0+484 - Repair east end of existing 450 mm diameter concrete road culvert pipe with new 3 m long, 450 mm diameter high density polyethylene (HDPE Boss 2000 or approved equal) including stone erosion protection on west drain bank (approximately 10 m²).
- Supply and install stone erosion protection on north and south drain banks of existing drain bend from Station 1+288 to Station 1+298 (approximately 60 m²).
- Supply and installation of stone erosion protection to repair surface water inlets, (approximately 10 m² each) as follows:
 - a) Station 0+016 (Roll No. 430-08200) – east bank
 - b) Station 0+087 (Roll No. 430-08200) – east bank
 - c) Station 0+133 (Roll No. 430-08200) – east bank
 - d) Station 0+223 (Roll No. 430-08200) – east bank
 - e) Station 0+281 (Roll No. 430-09700) – east bank
 - f) Station 0+448 (Roll No. 430-02700) – east bank
 - g) Station 1+014 (Roll No. 430-02700) – north bank
 - h) Station 1+089 (Roll No. 430-02700) – north bank
- Seeding of a 1.0 m permanent grass buffer strip along the east and north sides of the drain from Station 0+000 to Station 1+298 excluding areas where grass lawns already exist (approximately 1060 m²).
- Supply and install temporary 0.60 m high x 1 m wide rock check dam across bottom of drain channel including 0.30 deep x 1 m wide x 6 m long sediment trap on upstream side starting at Station 0+075 (approx. 5 tonnes of rip-rap).

BRANCH A

- Brushing of the drain from Station 0+000A to 0+533A including the disposal by burning on-site or removal off-site with trimming and/or removal of existing trees to permit cleanout of the drain and installation of yard catch basin drains where required.
- Excavation of the drain from south side including trucking and hauling of excavated materials to the north side of drain and levelling within the designated disposal corridor between Station 0+000A and Station 0+173A, as follows:
 - a) Sta. 0+000A to Sta. 0+325A totalling 325 lineal metres of drain (approximately 70 m³ of material). Work shall include excavation and levelling of excavated materials including restoration of all grassed areas disturbed by construction.
 - b) Trucking of excavated materials taken from Station 0+000A to Station 0+325A (approximately 70 m³ of material) to the north side of the drain. Work to include the supply and placement of a temporary access culvert (minimum 900 mm diameter) for the haul route drain crossing to be later removed and drain banks restored.

- Excavation of the drain from south side including drain widening of south bank, trucking and hauling of excavated materials to the north side of drain and levelling within the designated disposal corridor between Station 0+000A and Station 0+173A, as follows:
 - a) Station 0+325A to Station 0+533A totalling 208 lineal metres of drain (approximately 400 m³ of material). Work shall include excavation and 0.50 m widening of south drain bank complete with levelling of excavated materials and restoration of all grassed areas disturbed by construction.
 - b) Trucking of excavated materials taken from Station 0+325A to Station 0+533A (approximately 400 m³ of material) to the north side of the drain between Station 0+000A and 0+173A including levelling within disposal corridor.
- Hydraulic seeding of south drain bank from Station 0+325A and Station 0+533A (approx. 700 m²).
- Removal and disposal of existing 4 m long, 750 mm diameter CSP and end wall materials at Station 0+032A.
- Supply and installation of stone erosion protection to repair surface water inlets, as follows:
 - a) Station 0+000A (Roll No. 430-02720) – north bank, approximately 40 m²
 - b) Station 0+090A (Roll No. 430-02720) – north bank, approximately 10 m²
- Seeding of a 1.0 m wide permanent grass buffer strip along the north side of the drain from Station 0+000A to Station 0+173A (approximately 173 m²).
- Supply and install 450 mm diameter HDPE yard catch basin (YCB) complete with cast iron grate, two (2) private drain connection stubs to 1 m past the property line (150 mm diameter HDPE) and 16 m long, 150 mm diameter HDPE connection from yard catch basin to Branch A drain.

The work to also include stone erosion protection (approximately 5 m²), fine grading and re-seeding disturbed areas for each as follows:

- a) YCB1– Station 0+161A (Roll No. 430-02400/ 02500)
- b) YCB2–Station 0+185A (Roll No. 430-02200/ 02300)
- c) YCB3–Station 0+234A (Roll No. 430-02000/ 02100)
- d) YCB4–Station 0+284A (Roll No. 430-01800/ 01900)
- e) YCB5–Station 0+333A (Roll No. 430-01600/ 01700)
- f) YCB6–Station 0+405A (Roll No. 430-01200/ 01500)

BRANCH B

- Excavation of the drain from south side of the drain including levelling of excavated materials within the designated working corridor, as follows:

- a) Sta. 0+044B to Sta. 0+101B totalling approximately 57 lineal metres of drain (approximately 45 m³ of material).
- ERCF lands crossing, as follows:
 - a) Bridge No. 1B (North) – Station 0+015B-0+020B – Remove and dispose of existing 5 m long, 900 mm diameter CSP culvert off-site. Supply and installation of a new 5 m long, 900 mm diameter solid corrugated high density polyethylene (HDPE) smooth wall 320 kPa pipe (Boss Polytite or approved equal), Granular 'B' bedding and backfill up to pipe springline (approximately 10 tonnes) and native backfill from springline to required grade (approximately 10 m³) including connection to existing south end of 900 mm diameter concrete pipe
- County Road No. 10 access bridge, as follows:
 - a) Bridge No. 1B (South)– Station 0+020B-0+044B – Remove and dispose of existing 900 mm diameter CSP culvert off-site. Supply and installation of a new 24 m long, 900 mm diameter solid corrugated high density polyethylene (HDPE) smooth wall 320 kPa pipe (Boss Polytite or approved equal), full Granular 'A' bedding and backfill (approximately 145 tonnes) and stone erosion protection (approximately 40 m²) and asphalt restoration (120 mm thickness) HL4 hot mix asphalt - two 40 mm lifts and HL3 hot mix asphalt – one 40 mm lift compacted, approximately 8 tonnes).
 - c) Supply and installation of one (1) new 1500 mm by 1800 mm pre-cast concrete chamber complete with concrete cap section with cast iron maintenance hole frame and cover (OPSD 401.01 Type 'B'), ladder rungs and a minimum 300 mm deep sump. Work is to include connection of all new drain pipes and grouting of all voids around pipes with non-shrink concrete grout. The grate to be equipped with fasteners to secure grate to catch basin as supplied by the manufacturer. Alternatively, an 1800 mm diameter precast maintenance hole (OPSD 701.012) is acceptable.
 - c) Supply and installation of a new 3 m long, 600 mm diameter solid corrugated high density polyethylene (HDPE) smooth wall 320 kPa pipe (Boss 2000 or approved equal) stub complete with stone erosion protection (approximately 5 m²).
- Seeding of a 1.0 m wide permanent grass buffer strip along the south side of the drain from Station 0+045B to Station 0+101B excluding areas occupied by existing woodlot (approximately 56 m²).

3.0 ACCESS TO THE WORK

Access to the Dufour Drain shall be from 8th Concession Road and County Road No. 10. Access to the Branch A shall be from County Road No. 10 and ERCA lands. Access to the Branch B shall be from County Road No. 10. The Contractor shall make his/her own

arrangements for any additional access for his/her convenience. All road areas and grass lawn areas disturbed shall be restored to original conditions at the Contractor's expense.

4.0 WORKING AREA

The Contractor shall restrict his equipment to the working corridors as specified in this Section. Any damage resulting from non-compliance with this Section, shall be borne by the Contractor. The working corridor shall be measured from the top of the new drain bank and shall be as follows:

FROM	TO	WORKING CORRIDOR
		Dufour Drain
0+000	0+750	9.0 m wide on east side of drain measured from top of bank
0+750	0+785	8 th Concession Road ROW
0+785	0+807	9.0 m wide on east side of drain measured from top of bank
0+807	0+890	8 th Concession Road ROW / 6 m wide on Roll No. 430-05000
0+890	0+939	County Road No. 10 ROW / 6 m wide on Roll No. 430-05000
0+930	1+298	9.0 m wide of north side of drain measured from top of bank
		Branch A
0+000A	0+173A	9.0 m wide on north & south side of drain measured from top
0+173A	0+533A	9.0 m wide on south side of drain measured from top of bank
		Branch B
0+000B	0+044B	ERCF Lands & County Road No. 10 ROW
0+044B	0+101B	9.0 m wide on south side of drain measured from top of bank

Should the Contractor for any reason damage any area where grass lawn, driveways or roadways exist, it shall be repaired at the Contractors expense to pre-construction conditions. During the construction period, all such areas shall be kept in clean and tidy condition. The Contractor shall restrict his equipment to the working corridors as specified in this Section. Any damage resulting from non-compliance with this Section shall be borne by the Contractor. One lane of 8th Concession Road and County Road No. 10 shall remain open during the construction period and traffic control maintained at all times (see General Specifications). Any damages to lands and/or roads from the Contractor's work within the working area for the bridge sites shall be rectified to pre-existing conditions at his expense.

SPECIAL PROVISIONS – OPEN DRAIN

5.0 BRUSHING

Brushing shall be carried out on the entire drain within the above identified sections of the drain where required and as specified herein. **All** brush and trees located within the drain side slopes shall be cut parallel to the side slopes, as close to the ground as practicable. Tree branches that overhang the drain shall be trimmed. Small branches and limbs are to be disposed of by the Contractor along with the other brush. Tree stumps, where removed to facilitate the drain excavation and reshaping of the drain banks, may be burned by the Contractor where permitted; otherwise, they shall be disposed of, off the site. The Contractor shall make every effort to preserve mature trees which are beyond the drain side slopes, and the working corridors. If requested to do so by the Drainage Superintendent, the Contractor shall preserve certain mature trees within the designated working corridors (see Section 4.0).

Except as specified herein, all brush and trees shall be stockpiled adjacent to the drain within the working corridors. Stockpiles shall not be less than 100 m apart and shall be a minimum of 2.0 m from the edge of the drain bank. All brush, timber, logs, stumps, large stones or other obstructions and deleterious materials that interfere with the construction of the drain, as encountered along the course of the drain are to be removed from the drain by the Contractor. Large stones and other similar material shall be disposed of by the Contractor off the site.

Following completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which remain standing, disposing of the branches cut off along with other brush and leaving the trees in a neat and tidy condition. Brush and trees removed from the working area are to be put into piles by the Contractor, in locations where they can be safely burned, and to be burned by the Contractor after obtaining the necessary permits, as required. If, in the opinion of the Drainage Superintendent, any of the piles are too wet or green to be burned, he shall so advise the Contractor to haul away the unburned materials to an approved dump site. Prior to, and during the course of burning operations, the Contractor shall comply with the current guidelines prepared by the Air Quality Branch of the Ontario Ministry of Environment and shall ensure that the Environmental Protection Act is not violated. Since the trees and brush that are cut off flush with the earth surface may sprout new growth later, it is strongly recommended that the Municipality make arrangements for spraying this new growth at the appropriate time so as to kill the trees and brush.

As part of this work, the Contractor shall remove any loose timber, logs, stumps, large stones or other debris from the drain bottom and from the side slopes. Timber, logs, stumps, large stones or other debris shall be disposed of off-site.

6.0 EXCAVATION AND LEVELLING OF EXCAVATED MATERIALS

6.1 Excavation of Existing Drain Channel

In all cases, the Contractor shall use the benchmarks to establish the proposed grade. However, for convenience, the drawings provide the approximate depth from the surface of the ground and from the existing drain bottom to the proposed grades. **THE CONTRACTOR SHALL NOT EXCAVATE DEEPER THAN THE GRADELINES SHOWN ON THE DRAWINGS.** Should over-excavation of the drain bank occur, the Contractor will **not** be permitted to repair with native material packed into place by the excavator and reshaped. Should over-excavation occur, the Contractor will be required to have a bank repair detail engineered by a Professional Engineer (hired by the Contractor), to ensure long term stability of the bank is maintained. Such repairs shall be subject to approval by the Engineer and will be at no extra cost to the item.

All excavated material shall be handled as specified in Section 6.2. Materials deposited on the farmlands shall be within the working corridors, at least 1.0 m from the top of the drain bank, or as specified on the drawings. Upon allowing drying of excavated materials (if necessary) and as approved by the Drainage Superintendent, the Contractor shall level excavated materials in accordance with Section 6.3. Excavated material shall not be placed on dykes, in ditches, tiles or depressions intended to conduct water into the drain.

Seeding of the disturbed drain banks shall be completed immediately following drain construction and as specified in Section 9.0.

All excavation work shall be done in such a manner as to not harm any vegetation or trees, not identified in this report or by the Drainage Superintendent for clearing. Any damages to trees or vegetation caused by the Contractors work shall be rectified to the satisfaction of the Drainage Superintendent.

The Contractor shall exercise caution around existing tile inlets and shall confirm with the property owners that all tiles have been located and tile ends repaired as specified.

6.2 Levelling of Excavated Materials

Excavation of the drain bottom shall be completed as specified in Section 6.1, above and also as specified below and as shown on the drawings.

Excavated drain materials shall be spread to a depth not to exceed 300 mm, unless specified otherwise on the drawings. The material shall be sufficiently levelled to allow further working by agricultural implements. All stones and other debris removed from the drain, which may interfere with agricultural implements, shall be disposed of off-site. Excavated material shall not be placed on dykes, in ditches, tiles or depressions intended to conduct water into the drain.

6.3 Trucking of Excavated Materials

Excavated materials are the property of the Contractor and trucking of excavated materials to off-site disposal site to be arranged by Contractor for all residential properties.

The Contractor shall be solely responsible for acquiring any and all permits and approvals required prior to hauling and disposal of materials off-site. The Contractor shall restore any such areas which are damaged by his operations, to original or better condition. The Contractor will be held liable for damages to roads, sodded areas and gardens, resulting from his non-compliance with these Specifications.

7.0 GRASS BUFFER STRIPS

A 1 metre wide grass buffer shall be established and preserved immediately adjacent to the bank of the new open channel. Grass buffer strips are to be established as indicated in Section 2.0 'Description of Work'. Establishment of grass buffer strips shall be executed using the same seeding methods as described in Section 9.0.

8.0 STONE EROSION PROTECTION (SEP)

The Contractor shall supply and install the required quantities of graded stone rip-rap erosion protection materials where specified. All stone to be used for erosion protection shall be 125 - 250 mm clear **quarried rock** or OPSS 1001 placed over a non-woven filter fabric Terrafix 270R or approved equivalent. **Concrete rip-rap will not be permitted.**

The minimum thickness requirement of the erosion stone layer is 300 mm with no portion of the filter fabric to be exposed.

9.0 HYDRAULIC SEEDING OF DRAIN BANKS

All existing grassed areas disturbed by construction shall be hydraulic mulch seeded as specified herein. The existing ground surface to be seeded shall be loosened to a depth of 25 mm and shall be rendered uniformly loose for that 25 mm depth. The surface shall be predominantly fine and free from weeds and other unwanted vegetation. All other loose surface litter shall be removed and disposed of.

Hydraulic mulch shall consist of finely ground cellulose pulp derived from recycled newsprint and shall be dyed green. Its fiber consistency shall be approximately 60% fine fiber with the balance being paper particles, 40% of which shall be a diameter of 3 mm minimum and 6 mm maximum. Hydraulic mulch shall be applied at 2,000 kg per 10,000 m². Clean water shall be applied at 42,700 liters per 10,000 m².

Seeding and mulching shall be a one step process in which the seed, fertilizer and hydraulic mulch are applied simultaneously in a water slurry via the hydraulic seeder/mulcher. The materials shall be added to the supply tank while it is being loaded with water. The materials shall be thoroughly mixed into a homogeneous water slurry and shall be distributed uniformly over the prepared surface. The materials shall be measured by mass or by a mass-calibrated volume measurement, acceptable to the Drainage Superintendent.

The hydraulic seeder/mulcher shall be equipped with mechanical agitation equipment capable of mixing the materials into a homogenous state until applied. The discharge pumps and gun nozzles shall be capable of applying the material uniformly.

Grass seed shall be Canada No. 1 grass seed mixture meeting the requirements of a Waterway Slough Mixture as supplied by Growmark or approved equal, as follows:

<i>Creeping Red Fescue</i>	20%
<i>Meadow Fescue</i>	30%
<i>Tall Fescue</i>	30%
<i>Timothy</i>	10%
<i>White Clover</i>	10%

Bags shall bear the label of the supplier indicating the content by species, grade and mass. Seed shall be applied at a rate of 200 kg per 10,000 m².

Fertilizer shall be 8-32-16 applied at 350 kg per 10,000 m². It shall be in granular form, dry, free from lumps and in bags bearing the label of the manufacturer, indicating mass and analysis.

The hydraulic seeding shall be deemed "Completed by the Contractor" when the seed has established in all areas to the satisfaction of the Engineer. Re-seeding and/or other methods required to establish the grass will be given consideration to achieve the end result and the costs shall be incidental to the works.

10.0 SEEDING OF GRASS BUFFER STRIPS, LAWNS & GRASSED AREAS

All existing lawns and grassed areas disturbed by construction or as identified as new or existing grass buffers shall be seeded as specified herein. The existing ground surface to be seeded shall be loosened to a depth of 25 mm and shall be rendered uniformly loose for that 25 mm depth. The surface shall be predominantly fine and free from weeds and other unwanted vegetation. All other loose surface litter shall be removed and disposed of. If mulching is required, it shall be carried out by the contractor as part of the item's tendered price.

Grass seed shall be Canada No. 1 grass seed mixture meeting the requirements of a Waterway Slough Mixture as supplied by Growmark or approved equal, as follows:

<i>Creeping Red Fescue</i>	20%
<i>Meadow Fescue</i>	30%
<i>Tall Fescue</i>	30%
<i>Timothy</i>	10%
<i>White Clover</i>	10%

Bags shall bear the label of the supplier indicating the content by species, grade and mass. Seed shall be applied at a rate of 200 kg per 10,000 m².

Fertilizer shall be 8-32-16 applied at 350 kg per 10,000 m². It shall be in granular form, dry, free from lumps and in bags bearing the label of the manufacturer, indicating mass and analysis.

The seeding shall be deemed "Completed by the Contractor" when the seed has established in all areas to the satisfaction of the Engineer. Re-seeding and/or other methods required to establish the grass will be given consideration to achieve the end result and the costs shall be incidental to the works.

11.0 CLEANING OF ACCESS CULVERTS

At the locations listed below, the Contractor shall clean the existing pipes or culverts to their full capacity and cross section or width. The operation may be carried out by mechanical means or by flushing. Any damage resulting from the Contractor's operation shall be rectified at his expense. All material removed from the pipes or culverts shall be transported to a dump site arranged by the Contractor. The Contractor shall be solely responsible for acquiring all permits required for the dump site. The Contractor shall take precautions during the construction period to avoid re-sedimentation of the pipes and culverts. Any sediment deposited as a result of construction activities shall be removed at the Contractor's expense.

- Bridge No. 1 - Station 0+321, 9.5 m long, 1600 mm diameter corrugated steel pipe (CSP) culvert.
- Bridge No. 2 – Station 0+403, 11 m long, 1600 mm diameter corrugated steel pipe (CSP) culvert.
- Bridge No. 4 – Station 0+755.5, 11 m long, 1400 mm diameter corrugated steel pipe (CSP) culvert.

12.0 ACCESS BRIDGE WORK

12.1 Location of New Culvert

The new culvert shall be installed as shown on the drawings attached hereto. The centreline of the new culvert shall be located to align itself with the existing drain centreline.

12.2 Removal of Existing Culverts

The Contractor shall exercise caution when removing these materials as to minimize damage to the drain banks. Any damage to the drain shall be restored to original conditions at the expense of the Contractor. The removed materials (existing culvert debris and end wall materials) shall be hauled away and disposed at an approved dump site.

12.3 Materials

Culvert Pipe

Bridge Number 3 - Station 0+424.5: *New 9.0 m long, 1600 mm diameter aluminized Type II corrugated steel pipe (CSP) wall thickness of 2.8 mm and 125 mm x 25 mm corrugations with rerolled ends.*

Bridge Number 5 - Station 0+874.5: *New 132 m long, 1780 mm x 1360 mm polymer laminated, aluminized Type II corrugated steel pipe arch (CSPA) wall thickness of 2.8 mm and 125 mm x 25 mm corrugations with rerolled ends.*

Note: All new corrugated steel pipe culvert shall be joined with annular aluminized corrugated wide bolt and angle couplers (minimum of 8 corrugation overlap and 2.8 mm wall thickness) and no single pipe less than 6.0 m in length. All pipes connected with couplers shall abut to each other with no more than a 25 mm gap between pipes prior to installation of the coupler and wrapped with filter fabric.

<i>Pipe Bedding Below Pipe</i>	<i>20-25 mm clear stone conforming to OPSS Division 10.</i>
<i>Backfill up to Pipe Culvert Springline (Arch Pipe)</i>	<i>20-25 mm clear stone conforming to OPSS Division 10.</i>
<i>Backfill up to Pipe Culvert Springline (Round pipe)</i>	<i>Granular 'B' conforming to OPSS Division 10.</i>
<i>Backfill Above Pipe Springline up to Bottom of Driveway</i>	<p><u><i>Farm bridge</i></u> <i>Dry native material free of topsoil, organic matter, broken concrete, steel, wood and deleterious substances. Alternatively, Granular 'A' or 'B' conforming to OPSS Division 10.</i></p> <p><u><i>Residential bridge</i></u> <i>Granular 'A' made from crushed limestone conforming to OPSS Division 10</i></p>
Surface Materials	
<i>Driveway Surface</i>	<i>Granular 'A' made from crushed limestone conforming to OPSS Division 10. Minimum 200 mm thickness for farm access bridges.</i>
<i>Erosion Stone</i>	<i>All stone to be used for erosion protection shall be 125 - 250 mm clear quarried rock or OPSS 1004, minimum 300 mm thickness.</i>
<i>Buffer Strips</i>	<i>Dry native material free of topsoil, organic matter, broken concrete, steel, wood and deleterious substances.</i>
<i>Filter Fabric</i>	<i>"Non-Woven" geotextile filter fabric with a minimum strength equal to or greater than Terrafix 270R, Amoco 4546, Mirafi 140NC or approved equivalent.</i>

12.4 Culvert Installation

Suitable dykes shall be constructed in the drain so that the installation of the pipe can be accomplished in the dry. The drain bottom shall be cleaned, prepared, shaped and compacted to suit the new culvert configuration, as shown on the drawings. Granular materials shall be compacted to 100% of their maximum dry density; imported clean native materials shall be supplied, placed and compacted to 95% of their maximum dry density.

12.5 Sloping Stone End Walls

End walls shall be constructed of quarry stone rip-rap, as specified herein. Each end wall shall extend from the invert of the new culvert to the top of the proposed lane. The end walls shall be sloped 1 vertical to 1.5 horizontal with a filter fabric underlay surrounding the pipe and spanning across the entire width of the drain and wrapping around the drain banks to align with the ends of the new pipe culvert. The minimum thickness requirement of the erosion stone layer is 300 mm with no portion of the filter fabric to be exposed to sunlight.

12.6 Concrete Block End Walls

The interlocking concrete blocks, shall consist of 600 mm x 600 mm x 1200 mm size as supplied by Underground Specialties or approved equal. The block rows shall be placed with staggered joints and stacked at a 5:1 batter to form the headwall across the drain on a compacted Granular 'A' or 20-25 mm sized clear stone foundation at a minimum 300 mm thickness. The drawings contained herein provide a general configuration, dimensions, elevations and quantity of interlocking concrete blocks.

12.7 Granular 'A' Driveway

The Contractor shall construct the driveway with a maximum 3% longitudinal grade approach over the new culvert providing a minimum 300 mm cover. This work includes the installation of a minimum 200 mm thickness of compacted Granular 'A' (crushed limestone) surface. The minimum top width of the driveway shall be as shown on the drawings.

12.8 Native Materials

Native materials suitable for use as backfill, as defined under Section 12.2, shall be salvaged from the existing bridge site, as required to complete the work as shown on the drawings, **(Native Backfill Zone only)**. Where there is an insufficient amount of native fill materials for backfilling the culvert, the Contractor may elect to import additional dry native materials or alternatively use Granular 'B' at his/her own expense.

12.9 Lateral Tile Drains

Should the Contractor encounter any lateral tiles within the proposed culvert limits not shown on attached drawings, the Contractor shall re-route the outlet tile drain(s) in consultation with the Drainage Superintendent, as required, to accommodate the new culvert. **Tile drain outlets through the wall of the new culvert pipe will not be permitted.** All costs associated with re-routing lateral tile drains (if any) shall be at the Contractor's expense.

Care must be taken in handling plastic drain pipe in cold weather to avoid causing damage.

Plastic drain pipe shall be held in position on planned grade immediately after installation by careful placement of backfill material.

13.0 ROAD CROSSING WORK

13.1 Location of Bridge Replacements

The bridge replacements shall be located and installed as shown on the drawings.

Materials

Materials shall be as follows:

<i>Culvert Pipe</i>	Bridge Number 1B - Station 0+015B 0+044B: <i>New 29 m long, 900 mm diameter solid (non-perforated) corrugated high density polyethylene (HDPE) smooth wall interior (Boss Polytite or approved equal) unless otherwise specified conforming to the following specifications: ASTM D3350, CSA B182.6 and OPSS 1840. The pipe is to provide a minimum pipe stiffness of 320 kPa. Pipe to be joined using (water tight) "bell & spigot gasket" joining system manufactured by Armtec Limited or approved equal), supplied by the pipe manufacturer and conforming to ASTM D3350, CSA 182.6.</i>
<i>Pipe Bedding Below Pipe</i>	<i>20-25 mm clear stone conforming to OPSS Division 10.</i>
<i>Backfill up to Pipe Culvert Springline</i>	<i>Granular 'A' conforming to OPSS Division 10.</i>
<i>Beneath Road Surface, Backfill Above Pipe Springline</i>	<i>Full Granular 'A' backfill conforming to OPSS Division 10.</i>
<i>Beyond Road Surface, Backfill Above Pipe Springline</i>	<i>Dry native material free of topsoil, organic matter, broken concrete, steel, wood and deleterious substances. Alternatively, Granular 'A' or 'B' conforming to OPSS Division 10.</i>
<i>Road Shoulders</i>	<i>Granular 'A' made from crushed limestone conforming to OPSS Division 10. Minimum 300 mm thickness.</i>
<i>Erosion Stone</i>	<i>All stone to be used for erosion protection shall be 125 - 250 mm clear quarried rock or OPSS 1004, minimum 300 mm thickness.</i>
<i>Filter Fabric</i>	<i>"Non-Woven" geotextile filter fabric with a minimum strength equal to or greater than Terrafix 270R, Amoco 4546, Mirafi 140NC or approved equivalent.</i>

13.2 Road Crossing Installation (Station 0+015B And 0+044B)

The Contractor shall remove all of the existing 900 mm CSP crossing as well as the concrete catch basin on the north side of the road. The materials shall be disposed of off-site. The cost of this part of the work shall be included in the cost bid for removals.

The Contractor shall supply and install a new pipe across County Road No. 10 at Station 0+015B to its outlet into the Branch B open drain at Station 0+044B. The pipe materials to be used on the road crossing shall consist of a 29 m length of 900 mm smooth interior wall, high density polyethylene pipe, 320 kPa (Armtec Boss Polytite or approved equal). The pipe shall be installed on the alignment of the existing crossing at County Road No. 10. The exact location and alignment shall be established in the field by the contractor and confirmed by the Drainage Superintendent and the Road Superintendent prior to commencement of construction.

On the alignment of the new road crossing, the excavation shall be true to line and grade and shall produce a clearance of 300 mm on each side of the pipe to be installed. The joining of the existing 900 mm diameter concrete pipe under the ERCF lands to the new 900 mm diameter high density polyethylene pipe (HDPE) under County Road No. 10 shall be made with the bell end of the HDPE pipe overlapping the concrete pipe including filter cloth wrap 1 m wide.

The Contractor shall supply and install minimum 150 mm thickness of 20-25 mm sized clear stone material for bedding at the culvert sites. The excavation of the trench bottom shall be shaped to receive the lower 10% of the pipe diameter. After pipe placement, the Granular 'A' backfill shall be placed and compacted throughout its entire length up to the pipe springline. For the culvert portion under County Road No. 10 the backfill shall consist of full Granular 'A' material placed and compacted in maximum 300 mm lifts up to the road sub-base layer. The road surface shall be reconstructed using a 300 mm layer of Granular 'A' for the full driving width of the road, plus shoulders. Select native backfill shall be placed and compacted in maximum 300 mm lifts to fill the trench beyond these road limits. Each layer of granular materials shall be compacted to 100% Standard Proctor Density. Each layer of native materials shall be compacted to 95% Standard Proctor Density.

The Contractor shall then supply and install 120 mm of hot mix asphalt composed of two (2) base course lifts of HL4 (80 mm) plus a final lift of HL3 (40 mm) to match the existing road surface. The adjoining pavement must be saw-cut to the satisfaction of the Drainage Superintendent prior to asphalt placement. Prior to placing the top lift of asphalt, the contractor shall mill the existing road surface located immediately beyond the east and west edges of the road cut to a 40 mm depth for an additional 300 mm width on both sides. The final course of asphalt shall extend across the full driving surface of the roadway. The contractor shall perform the road reconstruction in accordance with OPSS 310 - Hot Mix Asphalt and OPSS 532 - Pavement Markings.

13.3 Site Cleanup and Restoration

As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs

and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

14.0 PRECAST CONCRETE CHAMBERS

The Contractor shall supply and install precast concrete chambers at the locations and elevations as shown on the General Details and Profiles.

The Contractor shall install all precast structures plumb and true to line and grade. Precast bases shall be set to the specified grade, shall be level, and shall have uniform overall contact with the underlying soil. All structures installed shall meet the dimensions and locations outlined on the drawings. Precast concrete catch basins shall conform to Ontario Provincial Standard Drawings (OPSD). The floor elevation shall be at least 300 mm below the invert of the lowest outlet pipe in the wall of the chamber.

Pipe placed in the walls for inlet and outlet connections shall extend through the wall a sufficient distance to allow for connections and shall be securely sealed into place using non shrink concrete grout. The chamber access shall be supplied with heavy duty galvanized ladder rungs and a standard cast iron maintenance hold access cover as per OPSD 401.01.

Alternatively, the precast concrete chamber may be substituted with an equivalent sized round precast concrete maintenance hole in accordance with OPSD 701 specified herein.

15.0 YARD CATCH BASINS

The Contractor shall supply and install 450 mm diameter solid corrugated high density polyethylene (HDPE) smooth wall 320 kPa pipe (Boss 2000 or approved equal) yard catch basin complete with a 450 mm diameter cast iron grate and 150 mm diameter solid corrugated high density polyethylene (HDPE) smooth wall 320 kPa pipe (Boss 2000 or approved equal) connection to the catch basin using prefabricated 450 mm x 150 mm HDPE tee. The base of the yard catch basin shall consist of a minimum 300 mm layer of 19 mm size free draining clear stone material with no bottom within catch basin. The base elevation shall be at least 600 mm below the invert of the lowest outlet pipe in the wall of the catch basin.

Yard catch basins shall be backfilled with clean native materials in maximum 300 mm lifts and compacted to 98% of the maximum standard proctor density.

16.0 CSP RISER TEE CATCH BASIN

The Contractor shall supply and install 600 mm diameter polymer laminated corrugated steel pipe riser tee catch basins complete with a 600 mm diameter cast iron grate. The riser tee fittings are to be fabricated as part of main culvert in accordance with the pipe manufacturer's specifications.

Lateral connections to the main culvert riser tee shall be permitted only where specified using an "Inserta Tee" fitting or approved equal.

17.0 DRIVEWAY RESTORATION

The Contractor shall restore to original conditions or better the roads, driveways and laneways disturbed by construction of the new drainage works including asphalt work

and new Granular 'A' materials complete with fine grading and compaction. For existing gravel driveways the minimum width shall be 6.0 m constructed.

Asphalt driveways shall be constructed as follows:

Residential: 40 mm HL3 surface asphalt
40 mm HL3 base asphalt

Roads: 40 mm HL3 surface asphalt
80 mm HL3 base asphalt (two lifts)

Gravel driveways shall be constructed as follows:

Residential: Minimum 200 mm Granular 'A'
Farm: Minimum 200 mm Granular 'A'

GENERAL SPECIFICATIONS

1.0 AGREEMENT AND GENERAL CONDITIONS

The part of the Specifications headed "Special Provisions" which is attached hereto forms part of this Specification and is to be read with it. Where there is any difference between the requirements of this General Specification and those of the Special Provisions, the Special Provisions shall govern.

Where the word "Drainage Superintendent" is used in this specification, it shall mean the person or persons appointed by the Council of the Municipality having jurisdiction to superintend the work.

Tenders will be received and contracts awarded only in the form of a lump sum contract for the completion of the whole work or of specified sections thereof. The Tenderer agrees to enter into a formal contract with the Municipality upon acceptance of the tender. The General Conditions of the contract and Form of Agreement shall be those of the Stipulated Price Contract CCDC2-Engineers, 1994 or the most recent revision of this document.

2.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Each tenderer must visit the site and review the plans and specifications before submitting his/her tender and must satisfy himself/herself as to the extent of the work and local conditions to be met during the construction. Claims made at any time after submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions, will not be allowed. The Contractor will be at liberty, before bidding to examine any data in the possession of the Municipality or of the Engineer.

The quantities shown or 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 the quantities for accuracy prior to submitting his/her tender.

3.0 MAINTENANCE PERIOD

The successful Tenderer shall guarantee the work for a period of one (1) year from the date of acceptance thereof from deficiencies that, in the opinion of the Engineer, were caused by faulty workmanship or materials. The successful Tenderer shall, at his/her own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Engineer. Should the successful Tenderer for any cause, fail to do so, then the Municipality may do so and employ such other person or persons as the Engineer may deem proper to make such repairs or do such work, and the whole costs, charges and expense so incurred may be deducted from any amount due to the Tenderer or may be collected otherwise by the Municipality from the Tenderer.

4.0 GENERAL CO-ORDINATION

The Contractor shall be responsible for the coordination between the working forces of other organizations and utility companies in connection with this work. The Contractor shall have no cause of action against the Municipality or the Engineer for delays based on the allegation that the site of the work was not made available to him by the Municipality or the Engineer by reason of the acts, omissions, misfeasance or non-feasance of other organizations or utility companies engaged in other work.

5.0 RESPONSIBILITY FOR DAMAGES TO UTILITIES

The Contractor shall note that overhead and underground utilities such as hydro, gas, telephone and water are not necessarily shown on the drawings. It is the Contractor's responsibility to contact utility companies for information regarding utilities, to exercise the necessary care in construction operations and to take other precautions to safeguard the utilities from damage. All work on or adjacent to any utility, pipeline, railway, etc., is to be carried out in accordance with the requirements of the utility, pipeline, railway, or other, as the case may be, and its specifications for such work are to be followed as if they were part of this specification. The Contractor will be liable for any damage to utilities.

6.0 CONTRACTOR'S LIABILITY

The Contractor, his/her agents and all workmen or persons under his/her 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 and the Engineer, 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.

7.0 PROPERTY BARS AND SURVEY MONUMENTS

The Contractor shall be responsible for marking and protecting all property bars and survey monuments during construction. All missing, disturbed or damaged property bars and survey monuments shall be replaced at the Contractor's expense, by an Ontario Land Surveyor.

8.0 MAINTENANCE OF FLOW

The Contractor shall, at his/her own cost and expense, permanently provide for and maintain the flow of all drains, ditches and water courses that may be encountered during the progress of the work.

9.0 ONTARIO PROVINCIAL STANDARDS

Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) shall apply and govern at all times unless otherwise amended or extended in these Specifications or on the Drawing. Access to the electronic version of the Ontario Provincial Standards is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web go to <http://www.mto.gov.on.ca/english/transrd/>. Under the title Technical Manuals is a link to the Ontario Provincial Standards. Users require Adobe Acrobat to view all pdf files.

10.0 APPROVALS, PERMITS AND NOTICES

The construction of the works and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced in this Contract. The Contractor shall obtain all approvals and permits and notify the affected authorities when carrying out work in the vicinity of any public utility, power, underground cables, railways, etc.

11.0 SUBLETTING

The Contractor shall keep the work under his/her personal control, and shall not assign, transfer, or sublet any portion without first obtaining the written consent of the Municipality.

12.0 TIME OF COMPLETION

The Contractor shall complete all work on or before the date fixed at the time of tendering. The Contractor will be held liable for any damages or expenses occasioned by his/her failure to complete the work on time and for any expenses of inspection, superintending, re-tendering or re-surveying, due to their neglect or failure to carry out the work in a timely manner.

13.0 TRAFFIC CONTROL

The Contractor will be required to control vehicular and pedestrian traffic along roads at all times and shall, at his/her own expense, provide for placing and maintaining such barricades, signs, flags, lights and flag persons as may be required to ensure public safety. The Contractor will be solely responsible for controlling traffic and shall appoint a representative to maintain the signs and warning lights at night, on weekends and holidays and at all other times that work is not in progress. All traffic control during construction shall be strictly in accordance with the **Occupational Health and Safety Act** and the current version of the **Ontario Traffic Manuals**. Access to the electronic version of the **Ontario Traffic Manual** is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web go to <http://www.mto.gov.on.ca/english/transrd/>, click on "Library Catalogue," under the "Title," enter "Ontario Traffic Manual" as the search. Open the applicable "Manual(s)" by choosing the "Access Key," once open look for the "Attachment," click the pdf file. Users require Adobe Acrobat to view all pdf files.

Contractors are reminded of the requirements of the Occupational Health and Safety Act pertaining to Traffic Protection Plans for workers and Traffic Control Plan for Public Safety.

14.0 SITE CLEANUP AND RESTORATION

As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

15.0 UTILITY RELOCATION WORKS

In accordance with Section 26 of the Drainage Act, if utilities are encountered during the installation of the drainage works that conflict with the placement of the new culvert, the operating utility company shall relocate the utility at their own costs. The Contractor however will be responsible to co-ordinate these required relocations (if any) and their co-ordination work shall be considered incidental to the drainage works.

16.0 FINAL INSPECTION

All work shall be carried out to the satisfaction of the Drainage Superintendent for the Municipality, in compliance with the specifications, drawings and the Drainage Act. Upon completion of the project, the work will be inspected by the Engineer and the Drainage Superintendent. Any deficiencies noted during the final inspection shall be immediately rectified by the Contractor.

Final inspection will be made by the Engineer within 20 days after the Drainage Superintendent has received notice in writing from the Contractor that the work is completed, or as soon thereafter as weather conditions permit.

17.0 FISHERIES CONCERNS

Standard practices to be followed to minimize disruption to fish habitat include embedment of the culvert a minimum 10% below grade, constructing the work 'in the dry' and cutting only trees necessary to do the work (no clear-cutting). No in-water work is to occur during the timing window unless otherwise approved by the appropriate authorities.

APPENDIX A

ENVELOPE 1 COVER

Complete the required information on the following Proposal Envelope 1 cover sheet and firmly affix to the submission envelope.

Envelope 1 shall contain:

- Bid bond, as specified in Section 7 - Bid Bond

SUBMITTED BY:

**TENDER
ENVELOPE 1**

SUBMITTED TO: TOWN OF AMHERSTBURG – TOWN HALL (UPPER LEVEL)
271 SANDWICH STREET SOUTH
AMHERSTBURG, ONTARIO
N9V2A5

ATTENTION: CLERKS DEPARTMENT

PROJECT: DUFOUR DRAIN AND BRANCHES A & B
PWD-MD-2006-001

THIS PORTION TO BE COMPLETED BY TOWN OF AMHERSTBURG

RECEIVED DATE: _____ RECEIVED TIME: _____ RECEIVER'S INITIALS: _____ SUBMITTER'S INITIALS: _____



Travelers Insurance Company of Canada
20 Queen Street West, Suite 200
P.O. Box #5
Toronto, Ontario Canada M5H 3R3
www.travelerscanada.ca

Standard Construction Document

BID BOND

CCDC 220 - 2002

No. 100011476-51

Bond Amount 10%

D'AMORE CONSTRUCTION (2000) LTD. as Principal, hereinafter called the Principal, and TRAVELERS INSURANCE COMPANY OF CANADA 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 AMOUNT OF TENDER (10%) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated 7 day of NOVEMBER, in the year 2016 for DUFOUR DRAIN AND BRANCHES A&B PWD-MD-2006-001

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within NINETY (90) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the 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 Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 2 day of NOVEMBER, in the year 2016.

SIGNED and SEALED

D'AMORE CONSTRUCTION (2000) LTD.

Principal

in the presence of

[Handwritten signature]

[Handwritten signature]
Signature

RON DAVIE

Name of person signing

ATTORNEY IN FACT

TRAVELERS INSURANCE COMPANY OF CANADA

Surety

[Handwritten signature]
Signature
ANTONELLA TOPPI, Attorney-in-Fact

Name of person signing



Copyright 2002

Canadian Construction Documents Committee

(CCDC 220 - 2002 has been approved by the Surety Association of Canada)

APPENDIX B

ENVELOPE 2 COVER

Complete the required information on the following Proposal Envelope 2 cover sheet and firmly affix to the submission envelope.

Envelope 2 shall contain:

- T-1 Contractor Identification Sheet
- T-2 to T-8 Tender Price
- T-9 Contractor Qualifications and Experience
- T-10 List of Sub-contractors
- T- 11 to T-12 References
- T –13 Acknowledgement of Tender Documents Received by Bidder and Addenda
- T-14 Acknowledgement if Only One Tender is Received

SUBMITTED BY:

**TENDER
ENVELOPE 2**

SUBMITTED TO: **TOWN OF AMHERSTBURG – TOWN HALL (UPPER LEVEL)
271 SANDWICH STREET SOUTH
AMHERSTBURG, ONTARIO
N9V2A5**

ATTENTION: **CLERKS DEPARTMENT**

PROJECT: **DUFOUR DRAIN AND BRANCHES A & B
PWD-MD-2006-001**

THIS PORTION TO BE COMPLETED BY TOWN OF AMHERSTBURG

RECEIVED DATE: _____ RECEIVED TIME: _____ RECEIVER'S INITIALS: _____ SUBMITTER'S INITIALS: _____

APPENDIX C

**TOWN OF AMHERSTBURG
ACCESSIBLE CUSTOMER SERVICE STANDARDS POLICY**

Accessible Customer Service Standards Policy

Disruption of Services

If there is a disruption in a particular facility or service used to allow a person with a disability to access goods or services, the Town will give notice of the disruption to the public by posting the reason for the disruption, the anticipated duration of the disruption, and alternative facilities or services that may be available. This posting will be in a conspicuous place on the premises of the Town of Amherstburg, the Town website and/or by other reasonable methods in the circumstances.

If the Town anticipates a disruption, the Town will provide a reasonable amount of advance notice of the disruption. If the disruption is unexpected, notice will be provided as soon as possible.

Training

The Town will ensure that all persons to whom the *Accessible Customer Service Standards Policy* applies to receive training as required. The amount and format of training given will be tailored to suit each person's interactions with the public and his or her involvement in the development of policies, procedures and practices pertaining to the provision of goods and services. This training includes, but is not limited to, the Town's policies, procedures and practices pertaining to the provision of goods and services to customers with disabilities and how to assist customers with disabilities in accessing the Town's goods and services. The Town will keep records of this training.



Feedback

Feedback from the public is welcomed as it may identify areas that require change and encourage service improvements.

Feedback or complaints may be given by telephone, in person, in writing, or in electronic format or through other methods.

Information about the Town's feedback policy and process is posted on the Town's website (www.amherstburg.ca).

If a complaint is received regarding the accessibility of the Town's goods and services, it will be reviewed by the relevant division or department. These will be reviewed for the purpose of resolving the issue and to improve the Town's understanding of the Town of Amherstburg customer's needs.

Feedback will be responded to within three (3) business days of its receipt by the Town.

Availability of Documents

This policy will be made available upon request in a format that takes into account the person's disability to any person to whom it provides goods or services as well as on the Town of Amherstburg website.

Town of Amherstburg

Accessible Customer Service Standards Policy



Town of Amherstburg
271 Sandwich Street S.
Amherstburg, Ontario
N9V 2A5

Phone: 519-736-0012

Fax: 519-736-5403

Email:

accessibility@amherstburg.ca



Town of Amherstburg Accessible Customer Service Policy— Background and Purpose

The Accessibility for Ontarians with Disabilities Act, 2005 (AODA) is a Provincial Act with the purpose of developing, implementing and enforcing standards that enhance the ability of persons with disabilities to access the goods and services that are available to others. Accessibility Standards for Customer Service is the first standard to be passed as a regulation and become law in Ontario. Under this standard designated private and public sector organizations must develop certain policies, procedures and practices pertaining to customer service to persons with disabilities.

What is Accessible Customer Service?

Persons with disabilities may require assistance or accommodation in the way that goods and services are provided to them. The type of accommodation provided may vary depending on the customer's unique needs.

Accessible Customer Service Policy Statement

The Town of Amherstburg is committed to providing quality goods and services that are accessible to all persons that we serve.

Exclusions

This Accessible Customer Service Standards Policy shall not apply during any period where Council has declared a "State of Emergency" as defined under the **Emergency Management Act**.

GENERAL PRINCIPLES

The Provision of Goods and Services to Persons with Disabilities

The Town of Amherstburg will use reasonable efforts to ensure that the Town's goods and services are provided in a manner that:

- Respects the dignity and independence of persons with disabilities;
- Provides goods and services to persons with disabilities in an integrated manner with those who do not have disabilities unless an alternative measure is necessary and
- Provides an opportunity equal to that of persons without disabilities to obtain, use or benefit from the Town's goods and services.

When communicating with a person with a disability, the Town will do so in a manner that takes into account the person's disability.

Assistive Devices, Service Animals and Support Persons

Persons with disabilities may use assistive devices, support persons or service animals to assist them in accessing the Town's goods and services.

The Town will allow people to use their personal assistive device to access services. The Town will also ensure that staff is familiar with how to use or how to access information on the use of the assistive devices which are available in their respective area of responsibility.

If a person with a disability is accompanied by a service animal, the Town will permit the person to enter the premises with the animal and keep it with him or her, unless the animal is otherwise excluded by law from the premises. If the service animal is excluded by law from the premises, the Town will look to other avail-

able measures to enable the person with a disability to obtain, use or benefit from the Town's goods and services.

If it is not readily apparent that the animal is a service animal, the Town may ask the person with a disability for a letter from a physician or nurse confirming that the person requires the animal for reasons relating to his or her disability. The Town may also, or instead, ask for a valid identification card signed by the Attorney General of Canada or a certificate of training from a recognized guide dog or service animal training school.

It is the responsibility of the person with a disability to ensure that his or her service animal is kept in control at all times.

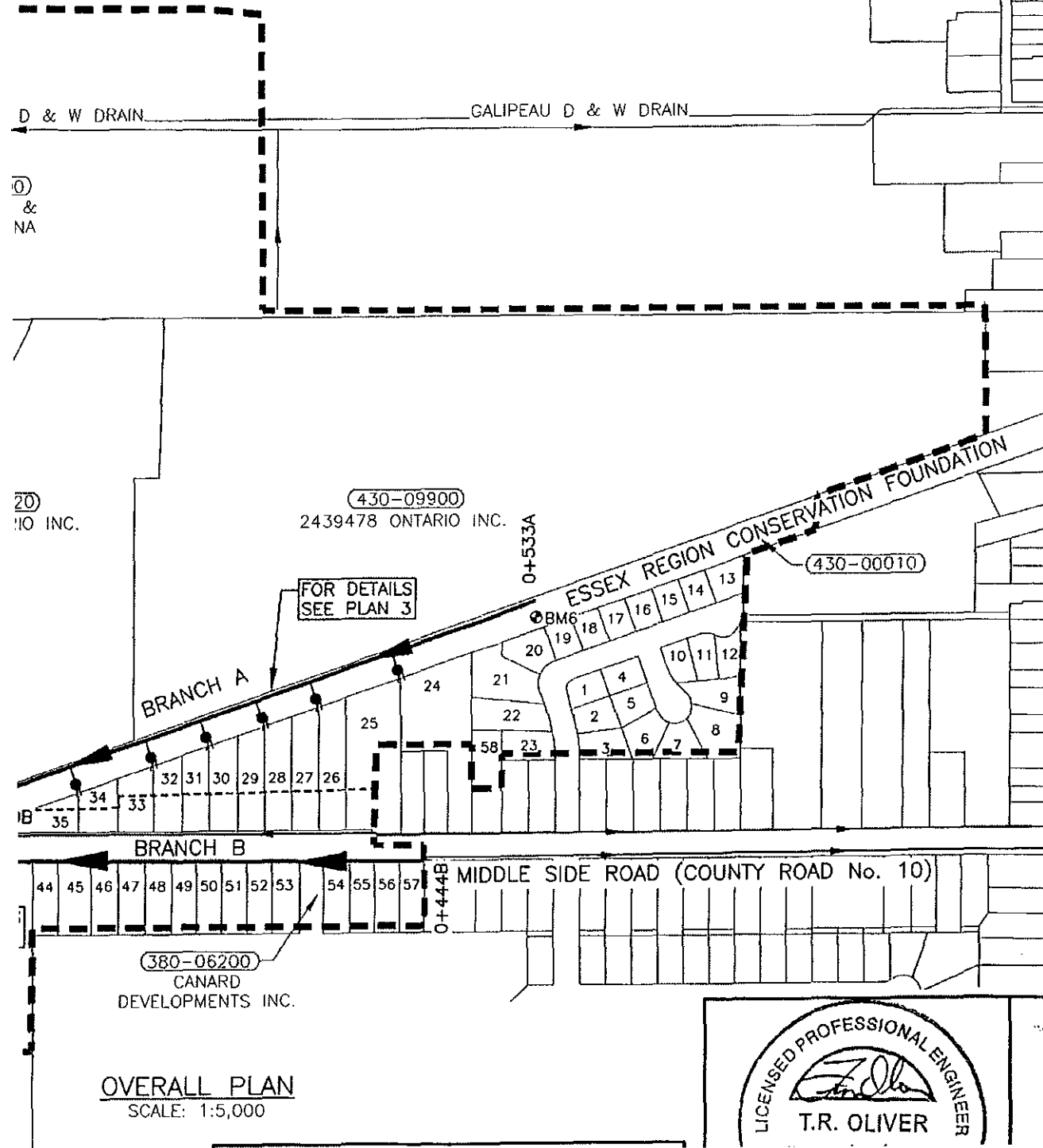
If a person with a disability is accompanied by a support person, they are permitted to enter the premises together and are not prevented from having access to each other while on the premises.

The Town may require a person with a disability to be accompanied by a support person while on Town premises in situations where it is necessary to protect the health or safety of the person with a disability or the health and safety of others on the premises.

Where fees for goods and services are advertised or promoted by the Town of Amherstburg, it will provide advance notice of the amount payable, if any, in respect of the support person.



(430-08200)
HAMPTON HOLDINGS
OF WINDSOR LIMITED



OVERALL PLAN
SCALE: 1:5,000



SCHEDULE " G "

RECONSIDERED
DRAINAGE REPORT FOR THE
DUFOUR DRAIN AND
BRANCHES A & B

TOWN OF AMHERSTBURG

APPROX. STATION 0-007 AT S. TOP OF BANK OF SUCKER CREEK DRAIN. ELEV. 181.94m
BM2 NAIL IN HYDRO POLE ON EAST SIDE OF 8TH CONCESSION ROAD AT APPROX. STATION 0+340. ELEV. 183.63m
BM3 TOP OF NAIL IN HYDRO POLE ON EAST SIDE OF 8TH CONCESSION ROAD AT APPROX. STATION 0+582. ELEV. 183.62m
BM4 TOP OF NAIL IN HYDRO POLE ON EAST SIDE OF 8TH CONCESSION ROAD AT APPROX. STATION 0+783. ELEV. 183.18m
BM5 TOP OF NAIL IN HYDRO POLE ON NORTH SIDE OF COUNTY ROAD NO. 10 AT APPROX. STATION 1+185. ELEV. 183.33m
BM6 TOP OF ROUND CATCHBASIN ACROSS FROM 600mmØ CONC. STORM SEWER OUTLET APPROX. STA. 0+533 ELEV. 183.29m

LEGEND	
	DUFOUR DRAIN
	WATERSHED BOUNDARY
	DUFOUR DRAIN
	OTHER DRAINS
	BLOCK ASSESSMENT BOUNDARY
	NEW BRIDGE
	EXISTING BRIDGE
	BRIDGE REMOVAL
	DRAIN ENCLOSURE
	LOCAL BENCHMARK

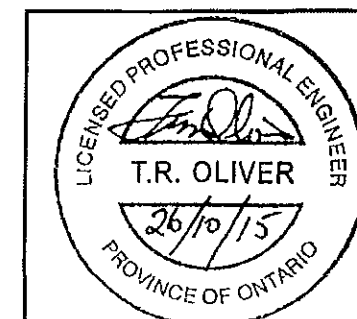
DUFOUR DRAIN PROPERTY INFORMATION

PARCEL	ROLL NO.	LOT	CON.	OWNER	ACRES AFFECTED
1	430-008-06	RP M285 LOT 20	8	MARK A. PSZCZONAK & ROBYN J. NEASE	0.20
2	430-008-04	RP M285 LOT 21	8	CHERIE H. LAJOY & RICHARD J. & DEBORAH A. DROUILLARD	0.20
3	430-008-02	RP M285 LOT 22	8	MATTHEW B. & HEATHER E. ALLISON	0.25
4	430-008-08	RP M285 LOT 19	8	MATTHEW F. & CARLY R. CHARLEBOIS	0.20
5	430-008-10	RP M285 LOT 18	8	ADAM J. LUCIER	0.22
6	430-008-12	RP M285 LOT 17	8	WALLACE N. & ROSEMARY K. CHARETTE	0.27
7	430-008-14	RP M285 LOT 16	8	DARRYL D. DROUILLARD & SHAE LYNN JUBENVILLE	0.24
8	430-008-16	RP M285 LOT 15	8	IGOR VARGA & SHIRLEY COUCH	0.40
9	430-008-18	RP M285 LOT 14	8	KEVIN & PENNY VELDHUIS	0.29
10	430-008-20	RP M285 LOT13 &14	8	JODY A. & MELISSA D. FLEMING	0.20
11	430-008-21	RP M285 LOT12,13&14	8	NISTOR & LIVIA SASCA	0.19
12	430-008-22	RP M285 LOT12&14	8	RICHARD H. & PATRICIA J. PRIEUR	0.19
13	430-008-26	RP M285 LOT 11	8	CUC KIM TROUNG	0.22
14	430-008-28	RP M285 LOT 10	8	ROBERT J. & IRENE A. MCFARLANE	0.18
15	430-008-30	RP M285 LOT 9	8	KENNETH & MARIE ALLEN	0.18
16	430-008-32	RP M285 LOT 8	8	JOHN F. & JANINE N. WILLETT	0.18
17	430-008-34	RP M285 LOT 7	8	JEROME & VICTORIA PARDO	0.18
18	430-008-36	RP M285 LOT 6	8	THOMAS J. & PAULA C. CHARLEBOIS	0.18
19	430-008-38	RP M285 LOT 5	8	ETHEL I. PILLON	0.18
20	430-008-40	RP M285 LOT 4	8	MAREK & MARIOLA PIOTROWSKI	0.25
21	430-008-42	RP M285 LOT 3	8	THOMAS J. & KAREN A. GAGNON	0.52
22	430-008-44	RP M285 LOT 2	8	ALLEN C. & LORI A. STEWART	0.42
23	430-008-46	RP M285 LOT 1	8	PETER KOEPKE	0.27
24	430-012	7	8	JASON J. & MICHELLE T. BULLARD	1.09
25	430-015	7	8	CHERYL L. MAJOR & LINDA A. BONDY	1.42
26	430-016	7	8	THOMAS J. & KAREN RENAUD	0.61
27	430-017	7	8	NELSON F. & MARIE ANNE B. DROUILLARD	0.57
28	430-018	7	8	CLARENCE A. & YOLLANDE S. MCINTYRE	0.52
29	430-019	7	8	ROLAND P. & DENISE M. JONES	0.48
30	430-020	7	8	GILBERT H. BEAULIEU	0.46

DUFOUR DRAIN PROPERTY INFORMATION

PARCEL	ROLL NO.	LOT	CON.	OWNER	ACRES AFFECTED
31	430-021	7	8	DANIEL J. & MARGARET J. LEITHEAD	0.39
32	430-022	7	8	WANDA J. GAGNON	0.36
33	430-023	7	8	STEPHEN P. & JULIE A. SKOV	0.38
34	430-024	7	8	HYDRO ONE NETWORKS INC.	0.33
35	430-025	7	8	KENNETH H. HOLDEN	0.40
36	380-060	6	8	GEOFFERY G. GIRARD	0.64
37	380-059-05	6	8	GREGORY G. GIRARD	0.40
38	380-059	6	8	LEO & DEANNA L. BOROVIC	0.45
39	380-058	6	8	GERALD & BEVERLY LOWES	0.53
40	380-057	6	8	DANTE & MARISA DELRIZZO	0.57
41	380-056	6	8	RALPH READINGS	0.48
42	380-054	6	8	ALAN A. BICKNELL & TAMMY L. KENNETTE	4.20
43	380-061	6	8	JOSEPH MICELI	1.98
44	380-062-28	6	8	KAREN L. CHAPMAN & LEONARD W. SHEEHAN	0.34
45	380-062-29	6	8	JOHN T. & SANDRA M. AMATO	0.45
46	380-062-30	6	8	HENRY & DEBORAH A. SCHWAGER	0.35
47	380-062-31	6	8	MARTIN E. A. & COLLEEN B. NELSON	0.34
48	380-062-32	6	8	ROBERT E. ARCE & MARY ANN E. PAPIA	0.34
49	380-062-33	6	8	BRADLEY M. MAI	0.32
50	380-062-34	6	8	TRAVIS W. R. & TINA B. MIDDLETON	0.32
51	380-062-35	6	8	1403412 ONTARIO LIMITED	0.32
52	380-062-36	6	8	1403412 ONTARIO LIMITED	0.32
53	380-062-37	6	8	SCOTT R. WARNOCK & PIERETTE A. WRAY	0.32
54	380-062-38	6	8	DEREK R. & JENNIFER M. AIKEN	0.32
55	380-062-39	6	8	DAVID CVETANOVSKI	0.32
56	380-062-40	6	8	COMMUNITY LIVING ESSEX COUNTY	0.32
57	380-062-41	6	8	BEVERLY A. SANTIN & NELSON J. ROCHELEAU	0.32
58	430-011	7	8	BARBARA BELLEMORE & BETTY JANE BELLEAU	0.35

SCHEDULE " G "



DILLON
CONSULTING

PROPERTY
INFORMATION

SCALE: AS SHOWN

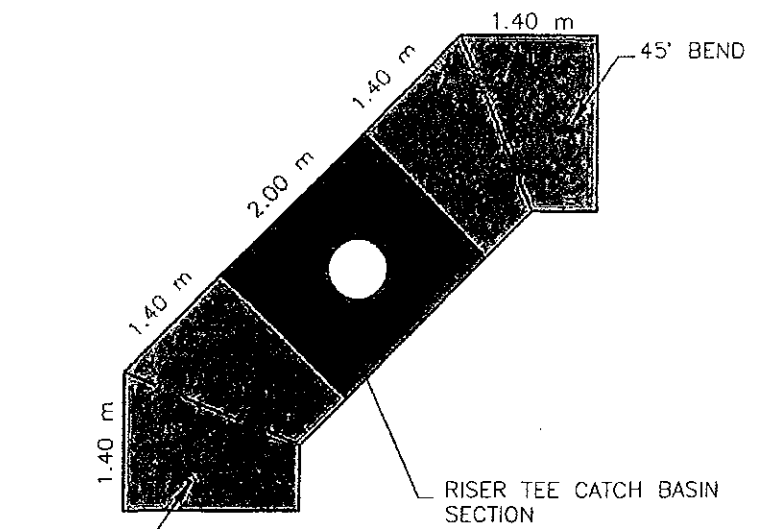
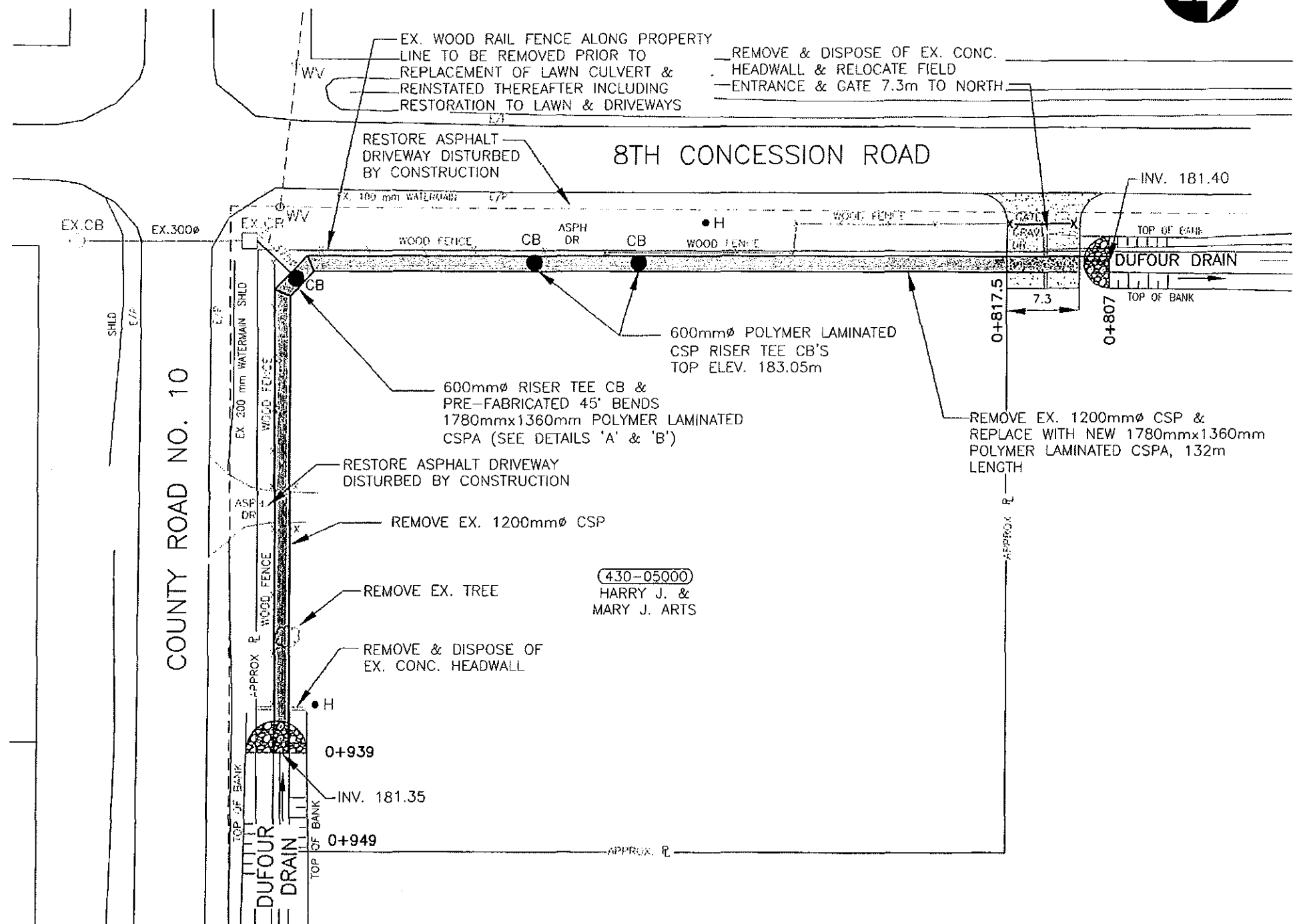
RECONSIDERED
DRAINAGE REPORT FOR THE
**DUFOUR DRAIN AND
BRANCHES A & B**

TOWN OF AMHERSTBURG
(COUNTY OF ESSEX)

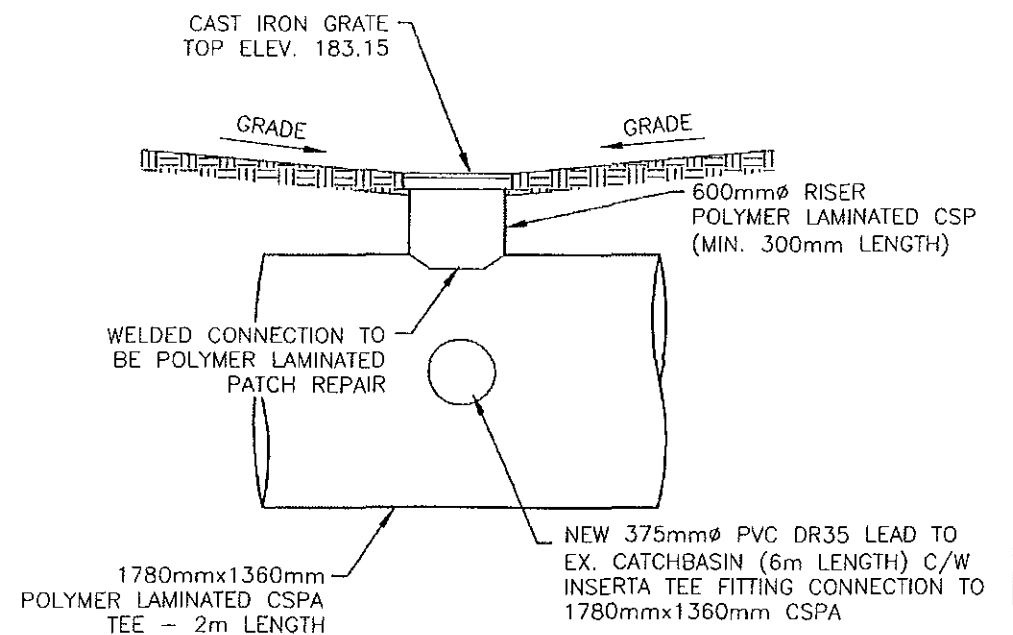
26 OCTOBER 2015

PROJECT No. 08-9367

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DETAIL 'A'
PRE-FABRICATED 45° BEND
NOT TO SCALE



DETAIL 'B'
600mm Ø RISER TEE CATCHBASIN
NOT TO SCALE

LAWN CULVERT PLAN (BRIDGE No. 5)
SCALE 1:500



DILLON CONSULTING

PLAN 1

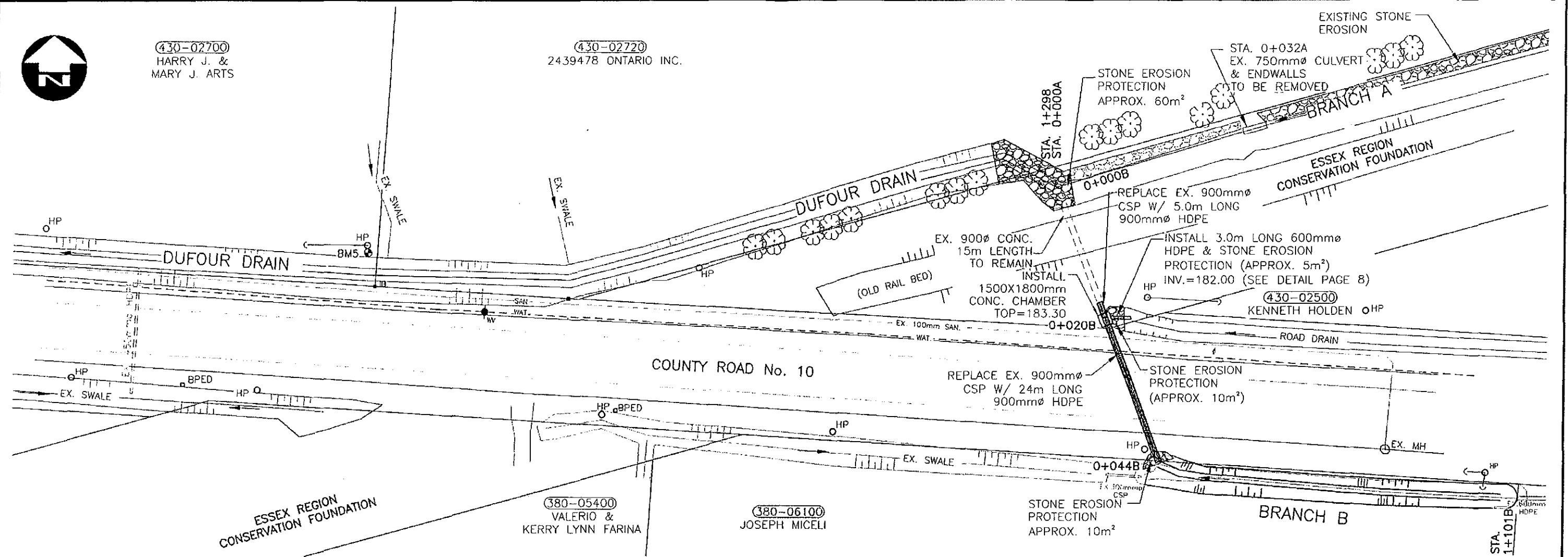
SCALE: AS SHOWN

SCHEDULE "G"	
RECONSIDERED DRAINAGE REPORT FOR THE DUFOUR DRAIN AND BRANCHES A & B	
TOWN OF AMHERSTBURG (COUNTY OF ESSEX)	
26 OCTOBER 2015	
PROJECT No. 08-9367	
Page 3 of 12	

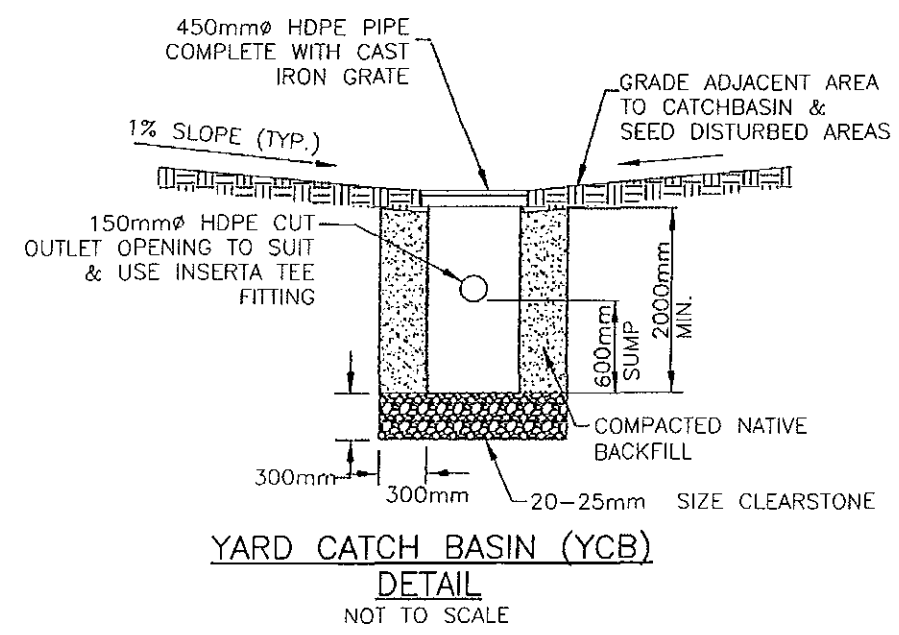


430-02700
HARRY J. &
MARY J. ARTS

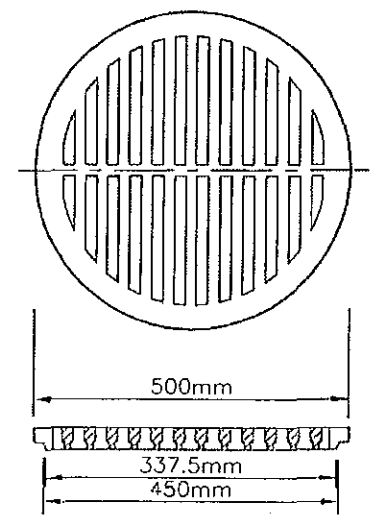
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2439478 ONTARIO INC.



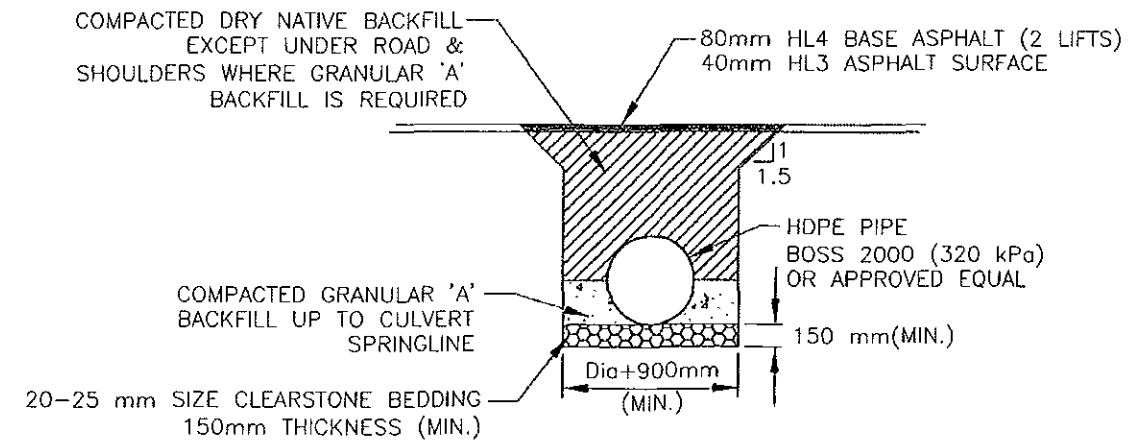
BRIDGE NO. 1B PLAN
SCALE 1:600



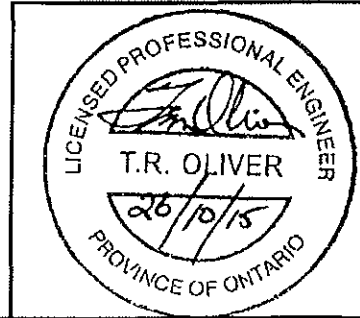
YARD CATCH BASIN (YCB)
DETAIL
NOT TO SCALE



STANDARD CAST IRON GRATE
FOR 450mm H.D.P.E. PIPES
NOT TO SCALE



BRIDGE NO. 1B CROSS SECTION
NOT TO SCALE



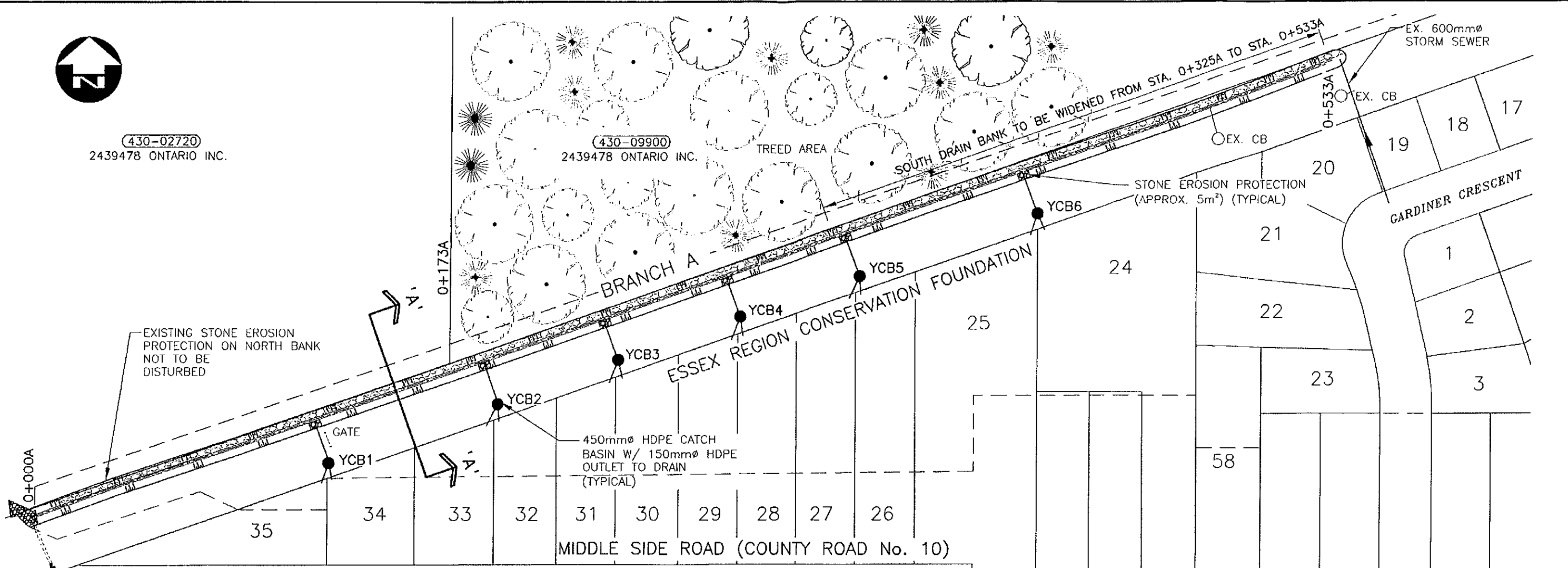
DILLON CONSULTING
PLAN 2
DRAWING SCALES BASED ON A 11"x17" SHEET

RECONSIDERED DRAINAGE REPORT FOR THE DUFOUR DRAIN AND BRANCHES A & B	
TOWN OF AMHERSTBURG (COUNTY OF ESSEX)	
26 OCTOBER 2015	
PROJECT No. 08-9367	
Page 4 of 12	

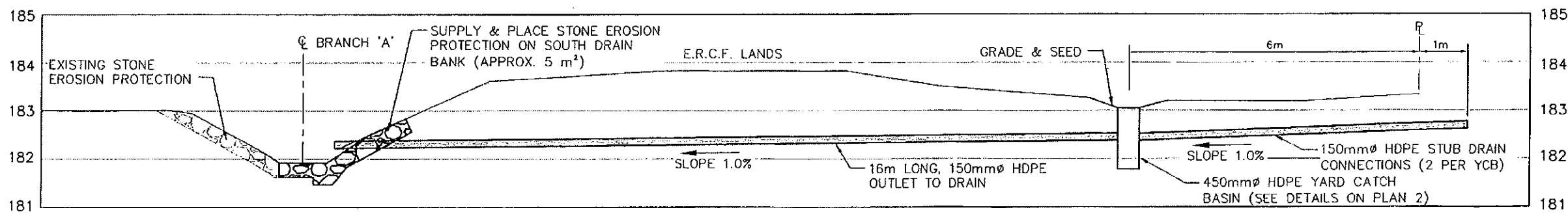


430-02720
2439478 ONTARIO INC.

430-09900
2439478 ONTARIO INC.



BRANCH A PLAN
SCALE 1:1,500

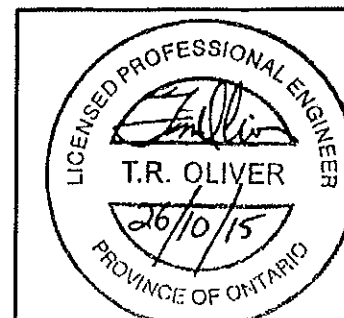


SECTION 'A'-A'
SCALE 1:100

TABLE 1-CATCH BASIN DETAILS

CATCH BASIN No.	SIZE (mm)	TOP ELEVATION (m)	INV. ELEVATIONS (m)	
YCB1	450mm ϕ	183.05	N. INV 182.24	S. INV 182.40
YCB2	450mm ϕ	183.35	N. INV 182.27	S. INV 182.43
YCB3	450mm ϕ	183.40	N. INV 182.30	S. INV 182.46
YCB4	450mm ϕ	183.55	N. INV 182.32	S. INV 182.48
YCB5	450mm ϕ	183.57	N. INV 182.35	S. INV 182.51
YCB6	450mm ϕ	183.57	N. INV 182.38	S. INV 182.54

NOTE: PRIOR TO INSTALLATION OF YARD CATCH BASINS THE CONTRACTOR SHALL VERIFY LOCATION OF CATCH BASIN WITH ENGINEER OR DRAINAGE SUPERINTENDENT.



DILLON CONSULTING

PLAN 3

DRAWING SCALES BASED ON A 11"x17" SHEET

SCHEDULE "G"

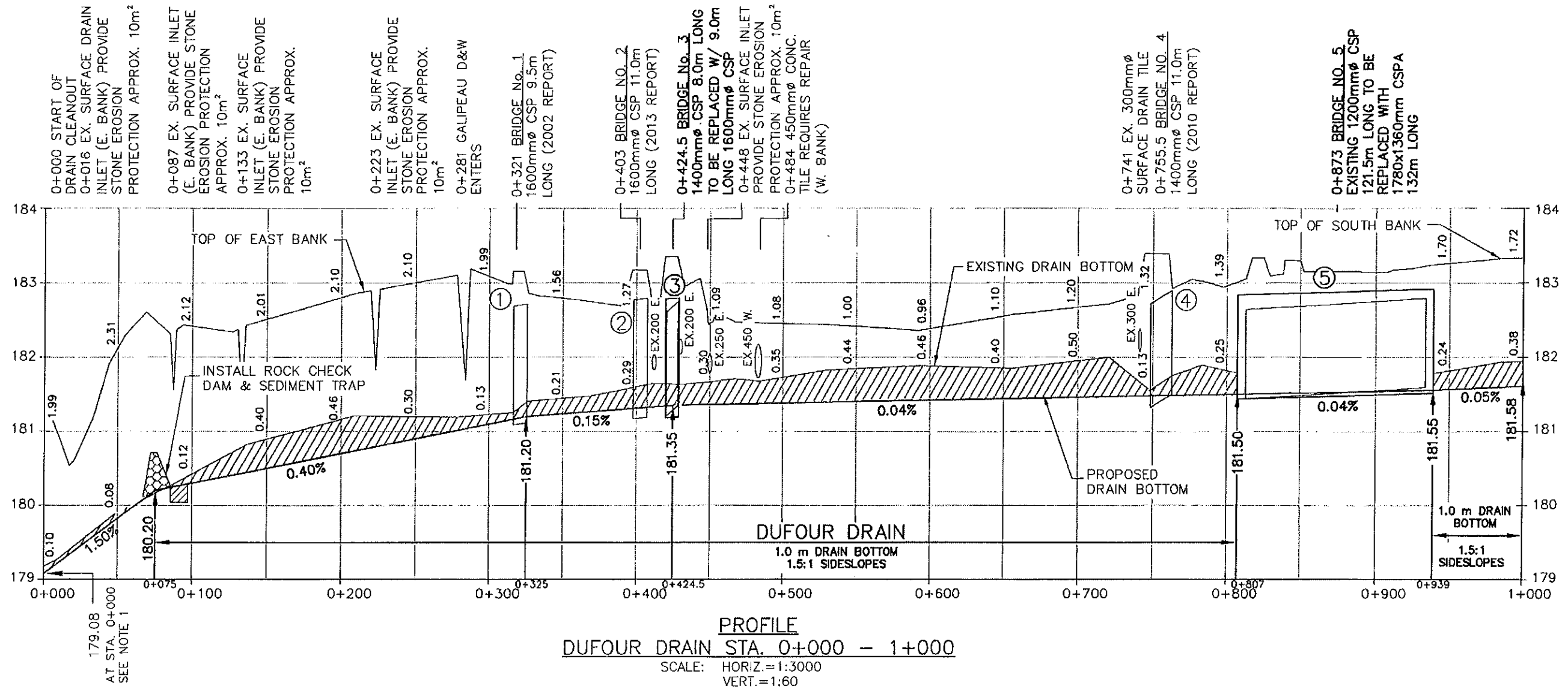
RECONSIDERED DRAINAGE REPORT FOR THE DUFOUR DRAIN AND BRANCHES A & B

TOWN OF AMHERSTBURG (COUNTY OF ESSEX)

26 OCTOBER 2015

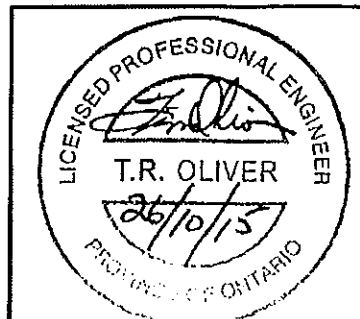
PROJECT No. 08-9367

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0+000 START OF DRAIN CLEANOUT
 0+016 EX. SURFACE DRAIN INLET (E. BANK) PROVIDE STONE EROSION PROTECTION APPROX. 10m²
 0+087 EX. SURFACE INLET (E. BANK) PROVIDE STONE EROSION PROTECTION APPROX. 10m²
 0+133 EX. SURFACE INLET (E. BANK) PROVIDE STONE EROSION PROTECTION APPROX. 10m²
 0+223 EX. SURFACE INLET (E. BANK) PROVIDE STONE EROSION PROTECTION APPROX. 10m²
 0+281 GALIPEAU D&W ENTERS
 0+321 BRIDGE NO. 1 1600mm ϕ CSP 9.5m LONG (2002 REPORT)
 0+403 BRIDGE NO. 2 1600mm ϕ CSP 11.0m LONG (2013 REPORT)
 0+424.5 BRIDGE NO. 3 1400mm ϕ CSP 8.0m LONG TO BE REPLACED W/ 9.0m LONG 1600mm ϕ CSP
 0+448 EX. SURFACE INLET PROVIDE STONE EROSION PROTECTION APPROX. 10m²
 0+484 450mm ϕ CONC. TILE REQUIRES REPAIR (W. BANK)
 0+741 EX. 300mm ϕ SURFACE DRAIN TILE
 0+755.5 BRIDGE NO. 4 1400mm ϕ CSP 11.0m LONG (2010 REPORT)
 0+873 BRIDGE NO. 5 EXISTING 1200mm ϕ CSP 121.5m LONG TO BE REPLACED WITH 1780x1360mm CSP 132m LONG

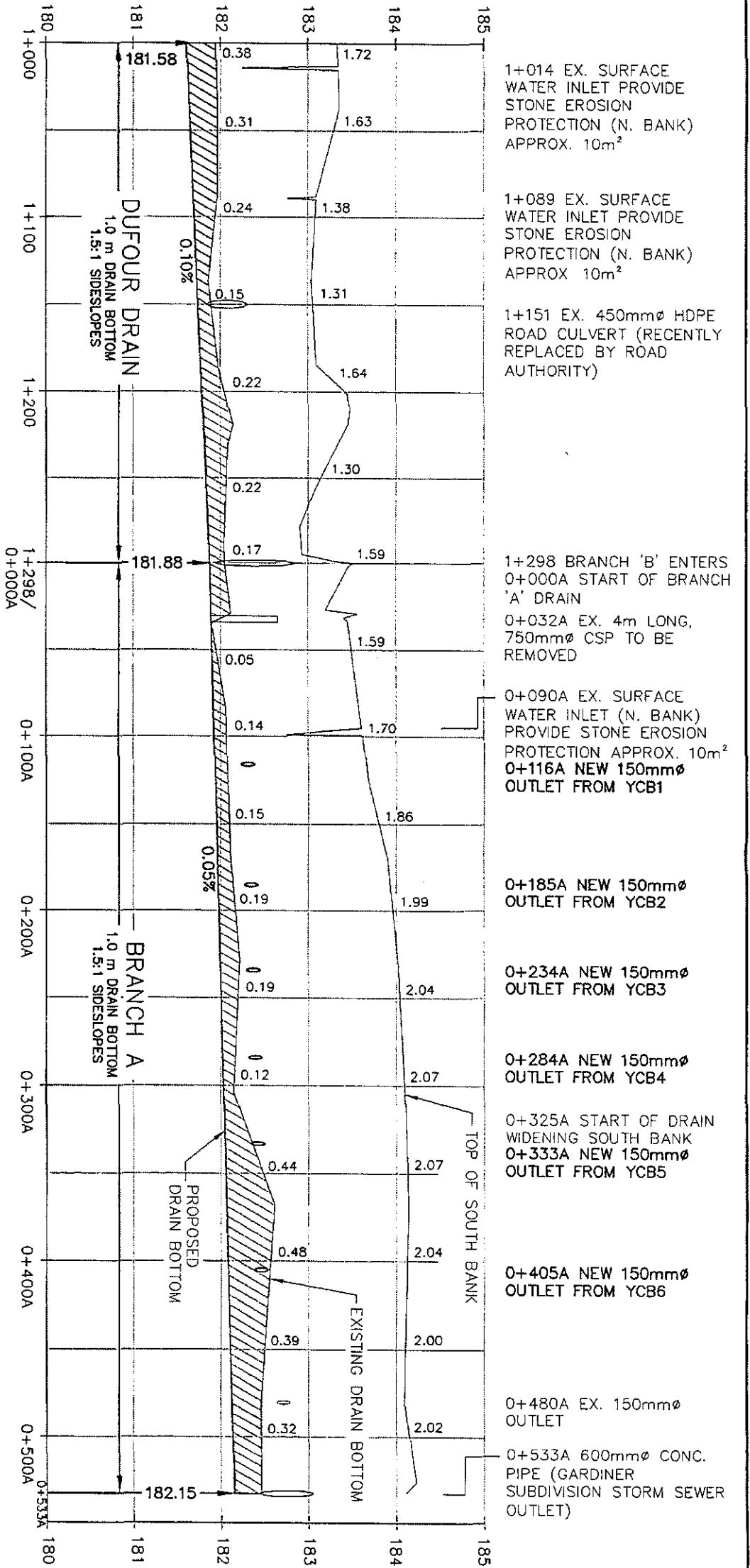
- NOTES:**
1. START OF DRAIN CLEANOUT AT STATION 0+000 IS LOCATED 9 METRES SOUTH OF SOUTH END OF CONC. BRIDGE CURB OVER THE SUCKER CREEK DRAIN.
 2. BRIDGES NO. 1, 2 & 4 ARE GOVERNED UNDER SEPARATE REPORTS.



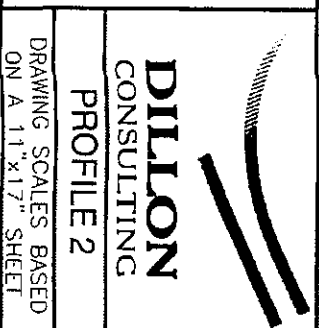
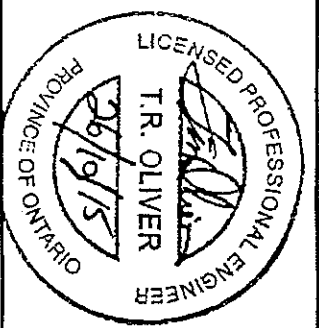
DILLON CONSULTING
PROFILE 1
 DRAWING SCALES BASED ON A 11"x17" SHEET

SCHEDULE " G "

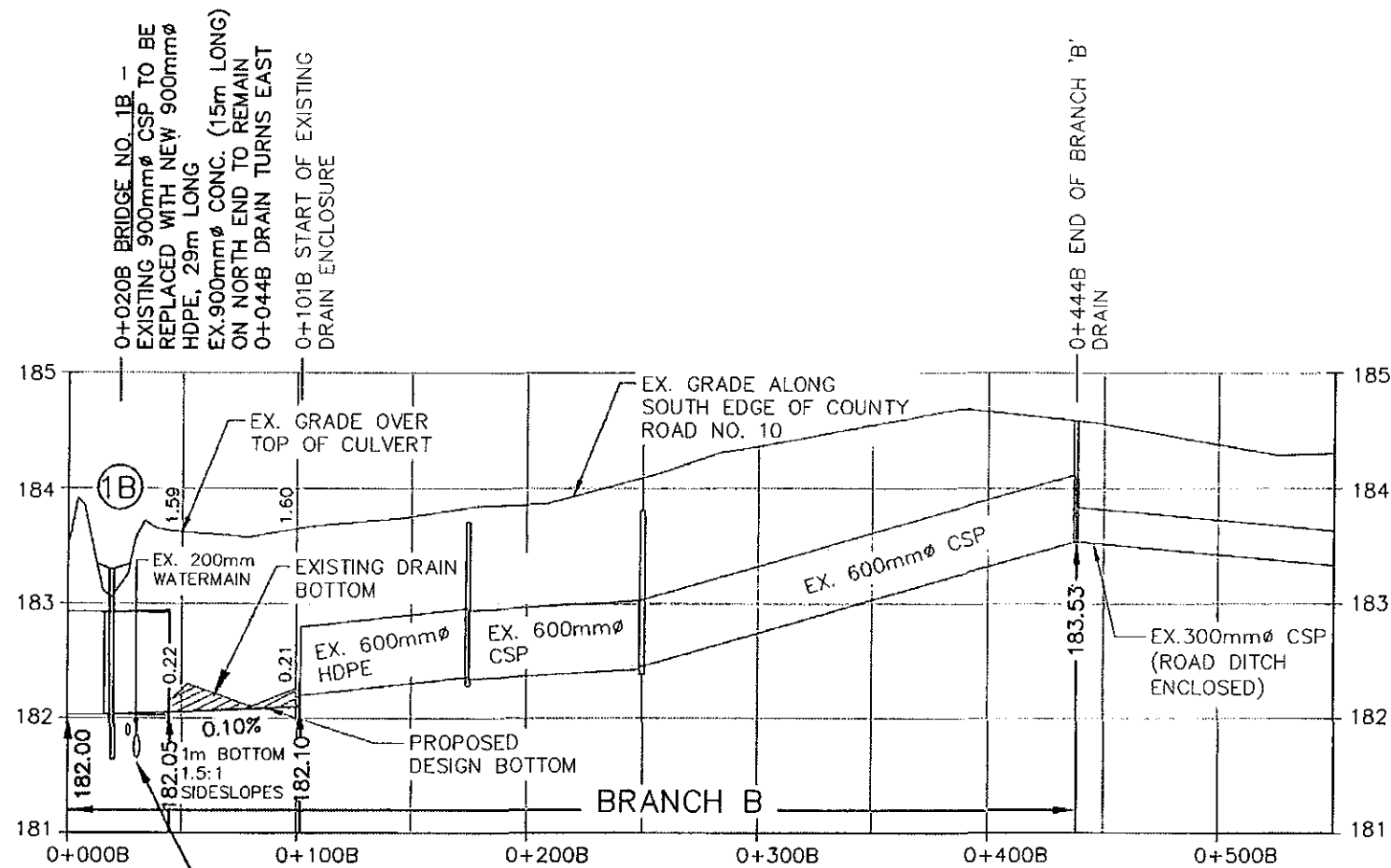
RECONSIDERED DRAINAGE REPORT FOR THE DUFOUR DRAIN AND BRANCHES A & B
TOWN OF AMHERSTBURG (COUNTY OF ESSEX)
26 OCTOBER 2015
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PROFILE
DUFOUR DRAIN - STA. 1+000 - 1+298 &
BRANCH A - STA. 0+000A - 0+533A
 SCALE: HORIZ = 1:3000
 VERT. = 1:50



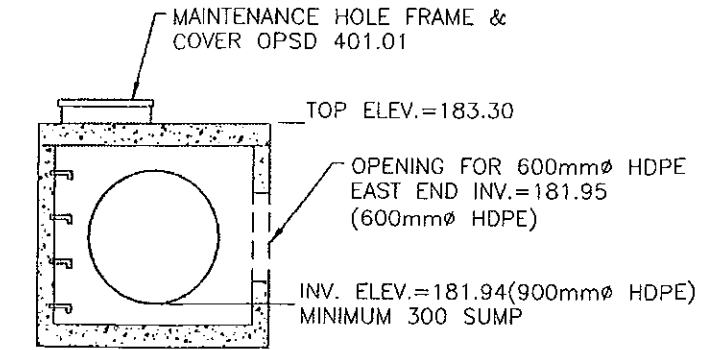
SCHEDULE "C"
 RECONSIDERED
 DRAINAGE REPORT FOR THE
**DUFOUR DRAIN AND
 BRANCHES A & B**
 TOWN OF AMHERSTBURG
 (COUNTY OF ESSEX)
 26 OCTOBER 2015
 PROJECT No. 08-9367
 Page 7 of 12



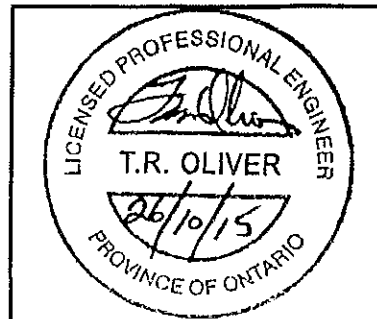
**PROFILE
 BRANCH B**
 SCALE: HORIZ.=1:3000
 VERT.=1:60

CAUTION: EXISTING 200mm ϕ WATERMAIN & 100mm ϕ SANITARY SEWER LOCATED JUST BELOW NEW CULVERT
 IF LESS THAN 150mm CLEARANCE, 50mm THICK RIGID STYROFOAM INSULATION TO BE INSTALLED ABOVE SANITARY SEWER & WATERMAIN

TABLE 2 - ACCESS BRIDGE DESIGN INFORMATION	
DESCRIPTION	BRIDGE No. 1B
BRIDGE LOCATION (STA.)	0+022B
PIPE INVERT ELEV. U/S SIDE(m)	181.96
PIPE INVERT ELEV. D/S SIDE(m)	181.93
TOP OF ϕ ROAD SURFACE ELEV. (m)	183.72
DRAIN BOTTOM (m) (DESIGN) (AT CENTRELINE OF CULVERT)	182.02
MIN. CULVERT GRADE (%)	0.10
CULVERT TYPE	H.D.P.E.
PIPE SIZE (mm)	900
CULVERT LENGTH (m)	29.0
CULVERT ENDWALL TYPE	SLOPING



**PRECAST 1500x1800mm CONCRETE CHAMBER
 DETAIL (SOUTH END)**
 N.T.S



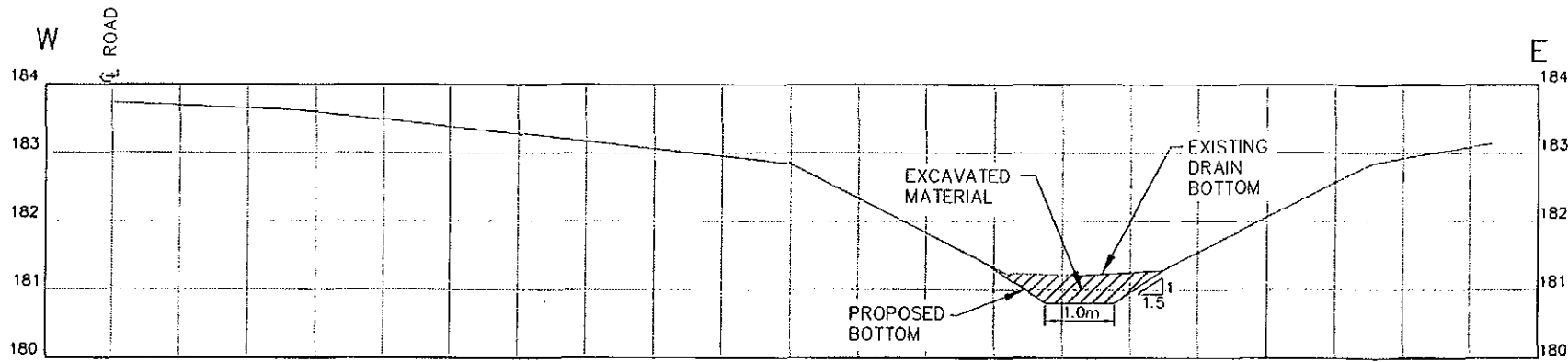
DILLON CONSULTING
PROFILE 3
 DRAWING SCALES BASED ON A 11"x17" SHEET

SCHEDULE " G "

**RECONSIDERED
 DRAINAGE REPORT FOR THE
 DUFOUR DRAIN AND
 BRANCHES A & B**

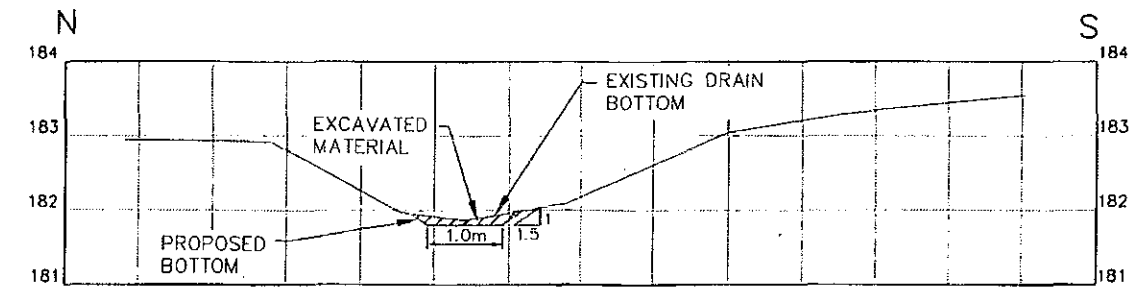
TOWN OF AMHERSTBURG
 (COUNTY OF ESSEX)

26 OCTOBER 2015
 PROJECT No. 08-9367
 Page 8 of 12



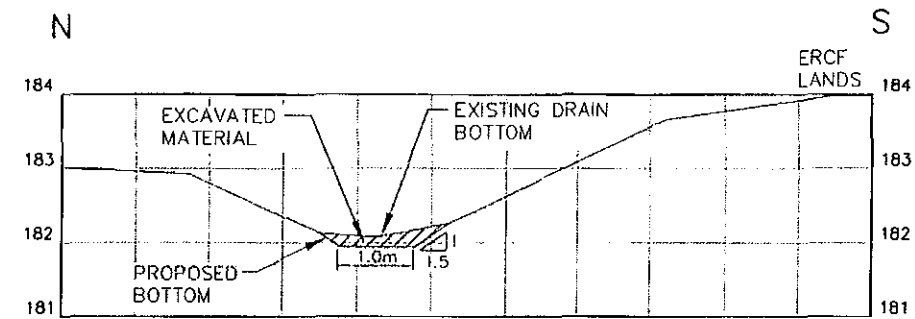
DUFOUR DRAIN STATION - 0+203 (LOOKING DOWNSTREAM)

SCALE 1:100



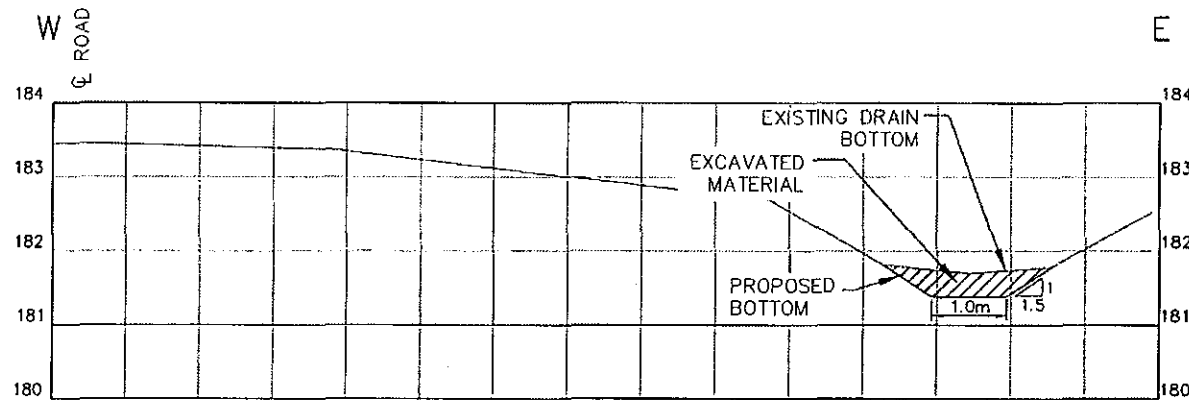
DUFOUR DRAIN - STATION 1+175 (LOOKING UPSTREAM)

SCALE 1:100



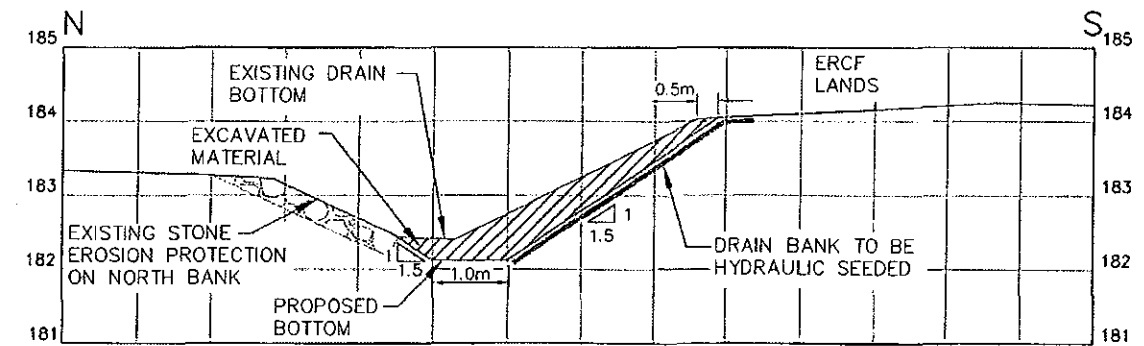
BRANCH A - STATION 0+125A (LOOKING UPSTREAM)

SCALE 1:100



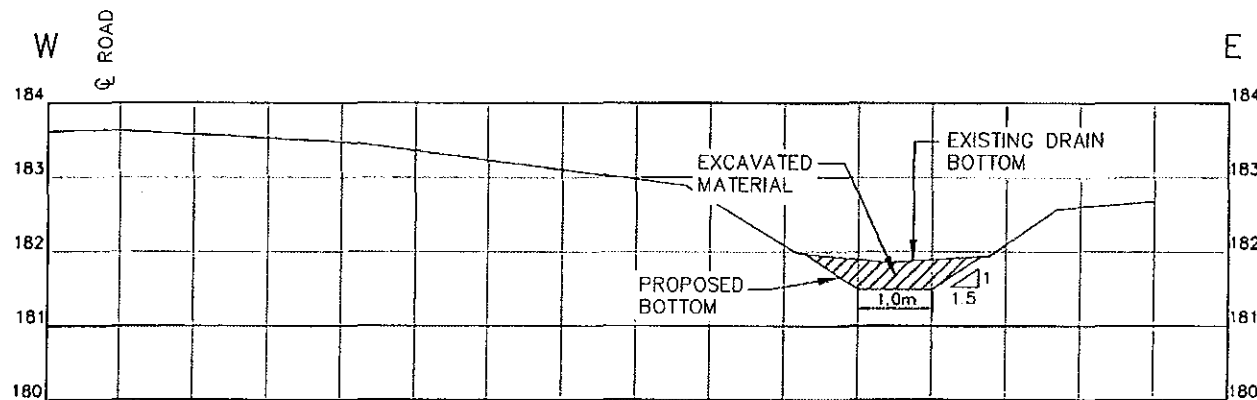
DUFOUR DRAIN - STATION 0+467 (LOOKING DOWNSTREAM)

SCALE 1:100



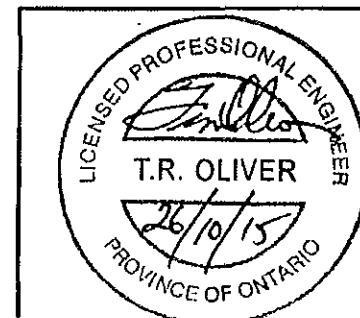
BRANCH A - STATION 0+480A (LOOKING UPSTREAM)

SCALE 1:100



DUFOUR DRAIN - STATION 0+666 (LOOKING DOWNSTREAM)

SCALE 1:100



CROSS SECTIONS
DRAWING SCALES BASED
ON A 11"x17" SHEET

SCHEDULE " G "

RECONSIDERED
DRAINAGE REPORT FOR THE
DUFOUR DRAIN AND
BRANCHES A & B

TOWN OF AMHERSTBURG
(COUNTY OF ESSEX)

26 OCTOBER 2015

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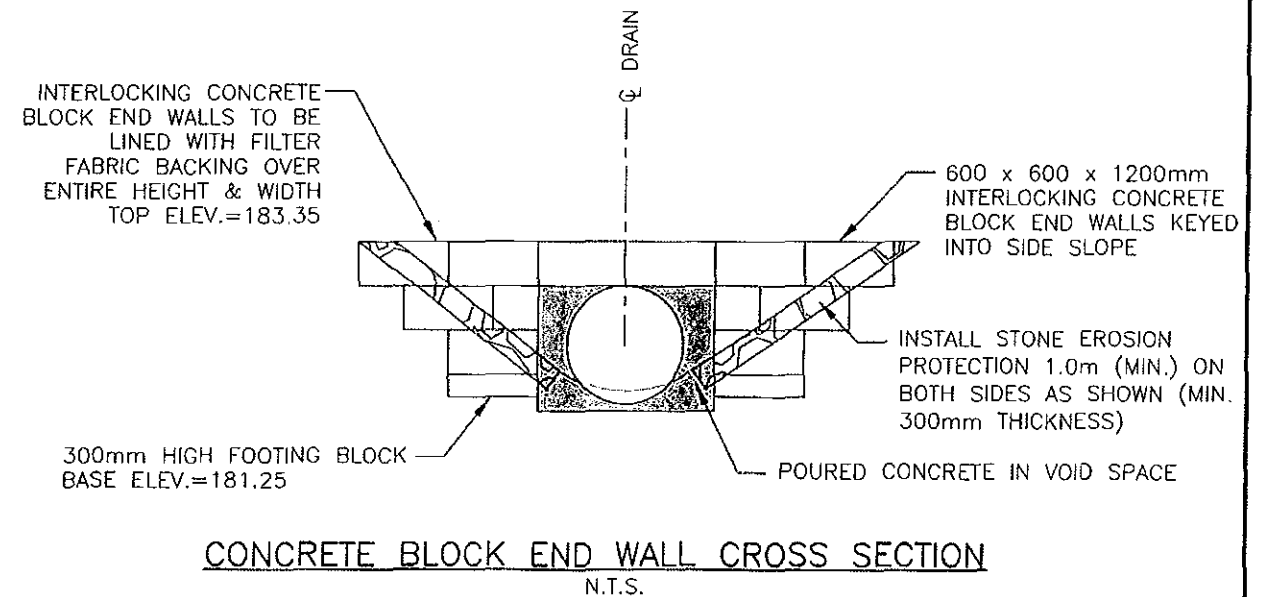
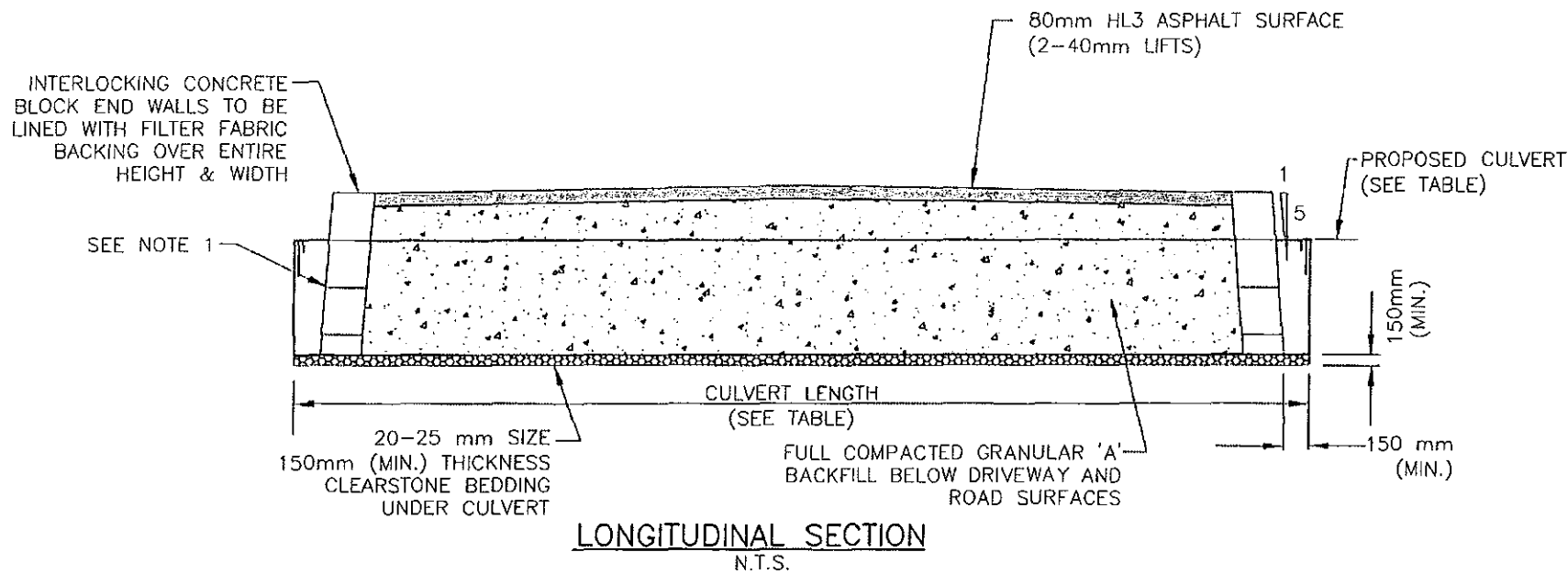
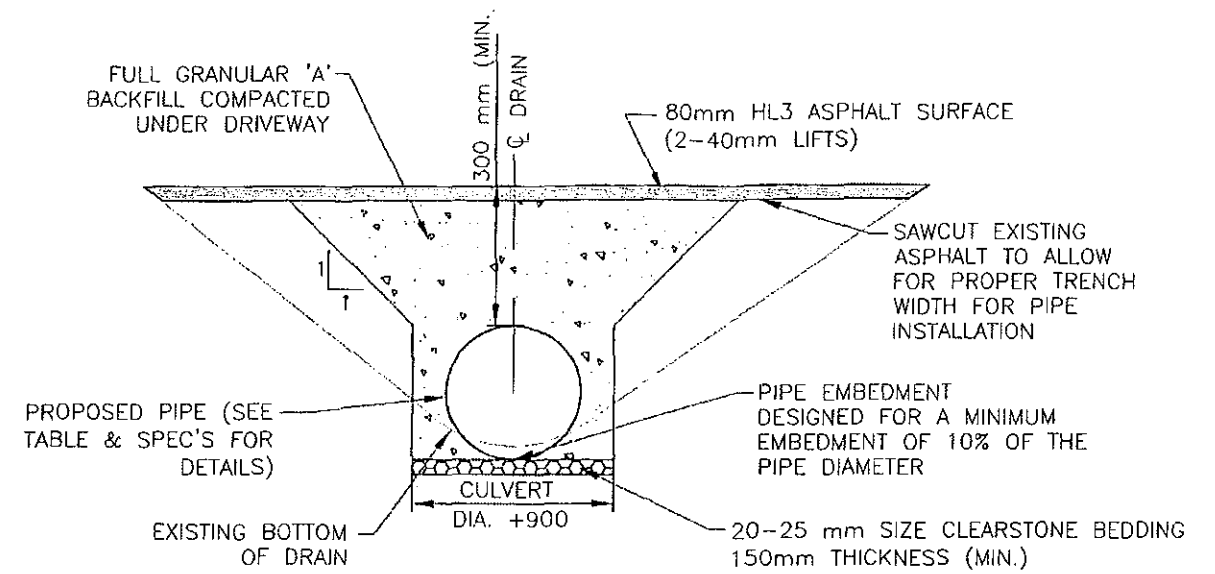
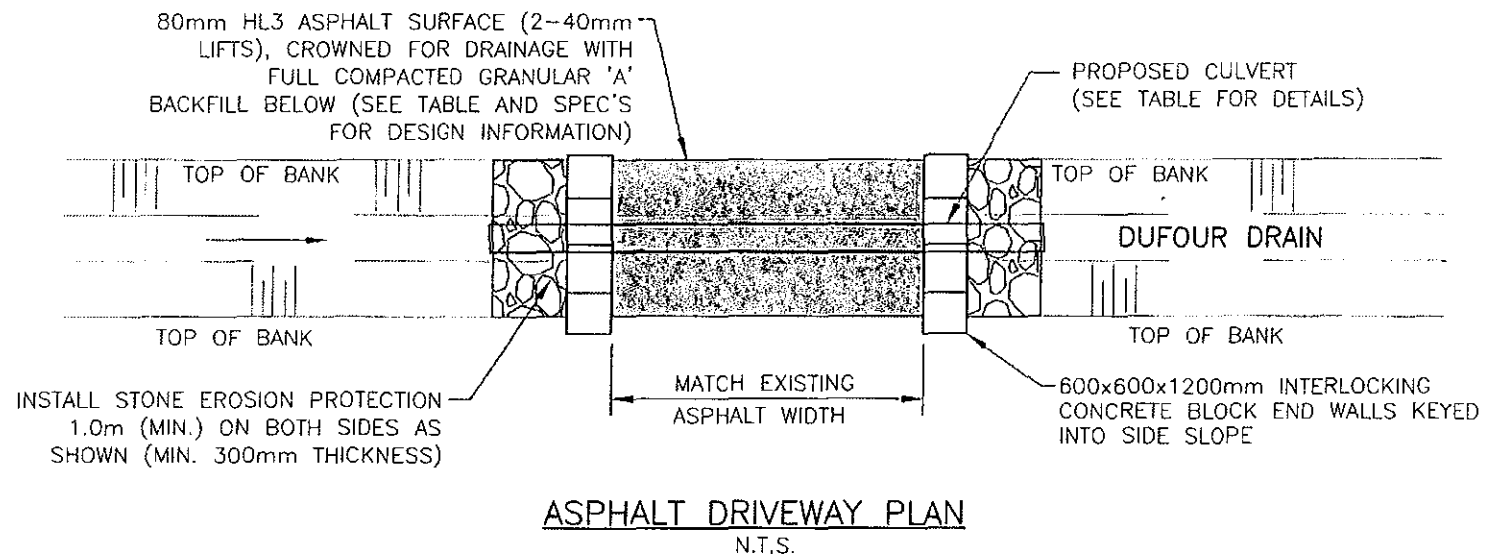
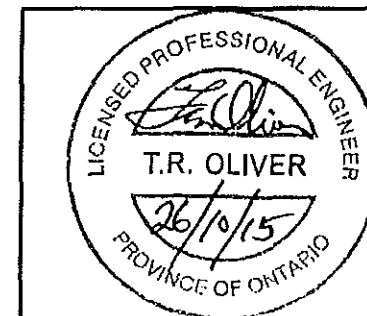


TABLE 3 - ACCESS BRIDGE DESIGN INFORMATION	
DESCRIPTION	BRIDGE No. 3
BRIDGE LOCATION (STA.)	0+424.5
PIPE INVERT ELEV. U/S SIDE(m)	181.20
PIPE INVERT ELEV. D/S SIDE(m)	181.18
TOP OF ϕ DRIVEWAY SURFACE ELEV. (m)	183.40
DRAIN BOTTOM (m) (DESIGN) (AT CENTRELINE OF CULVERT)	181.35
MIN. CULVERT GRADE (%)	0.10
CULVERT TYPE	C.S.P.
PIPE SIZE (mm)	1600
CULVERT LENGTH (m)	9.0
CULVERT MATERIAL	ALUM.
CULVERT THICKNESS (mm)	2.8
CULVERT CORRUGATIONS (mm)	125x25
CULVERT END WALL TYPE	CONC. BLOCK

NOTE 1:
INTERLOCKING CONCRETE BLOCKS TO BE SET AT 5:1 BATTER. THE PIPE CULVERT TO PROTRUDE A MINIMUM 150 mm BEYOND THE LOWEST BLOCK ROW.



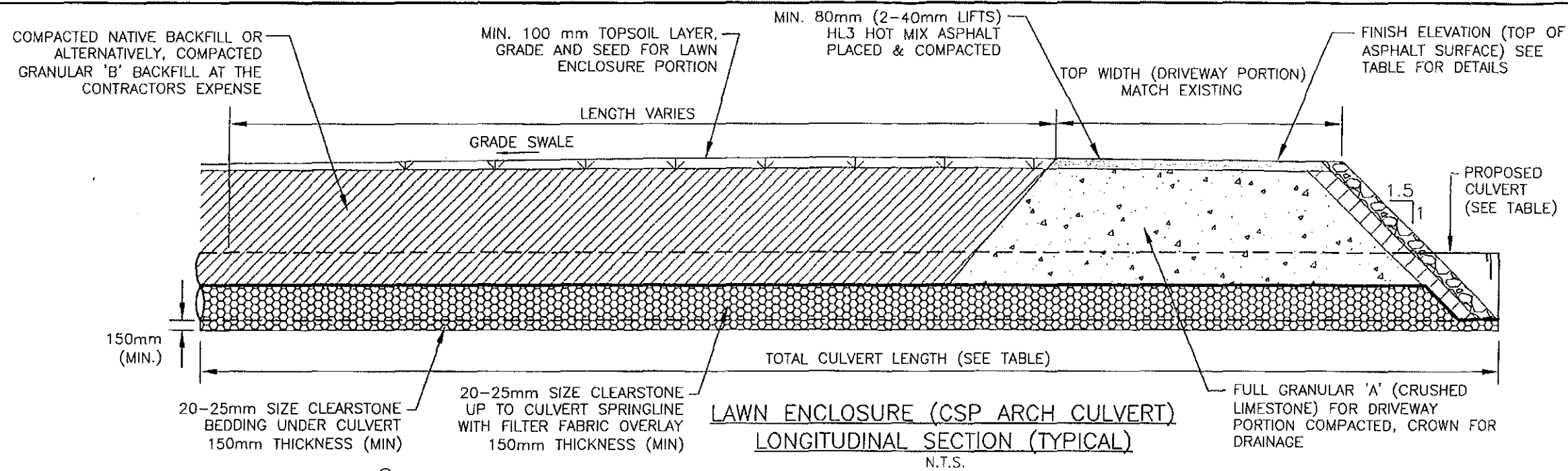
DILLON CONSULTING
BRIDGE NO. 3
DETAILS
SCALE: AS SHOWN

SCHEDULE " G "

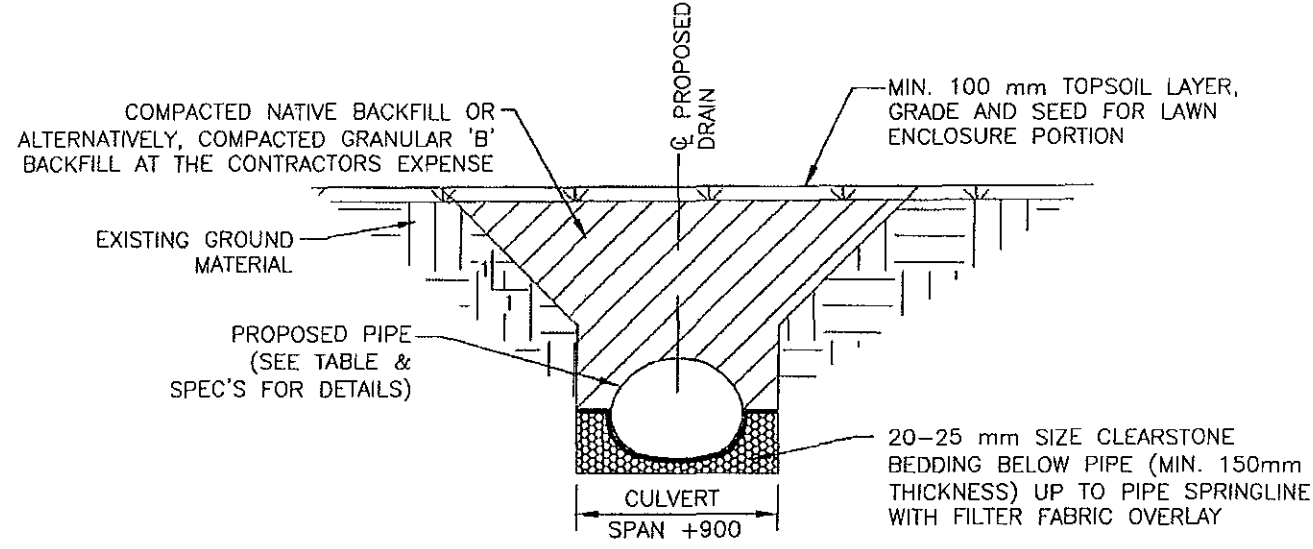
RECONSIDERED
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(COUNTY OF ESSEX)

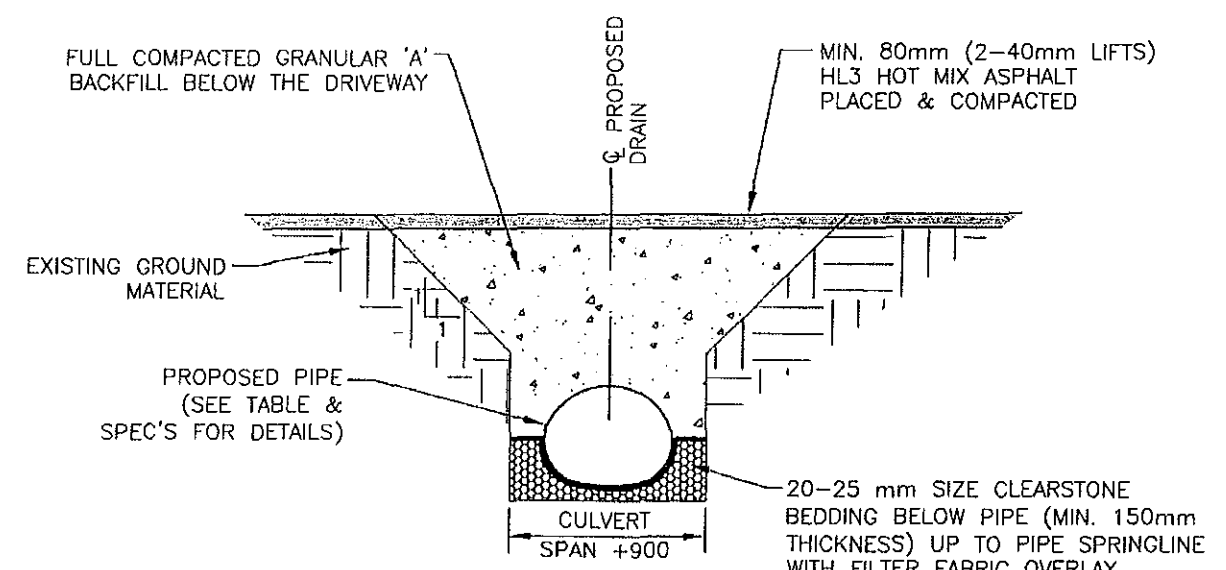
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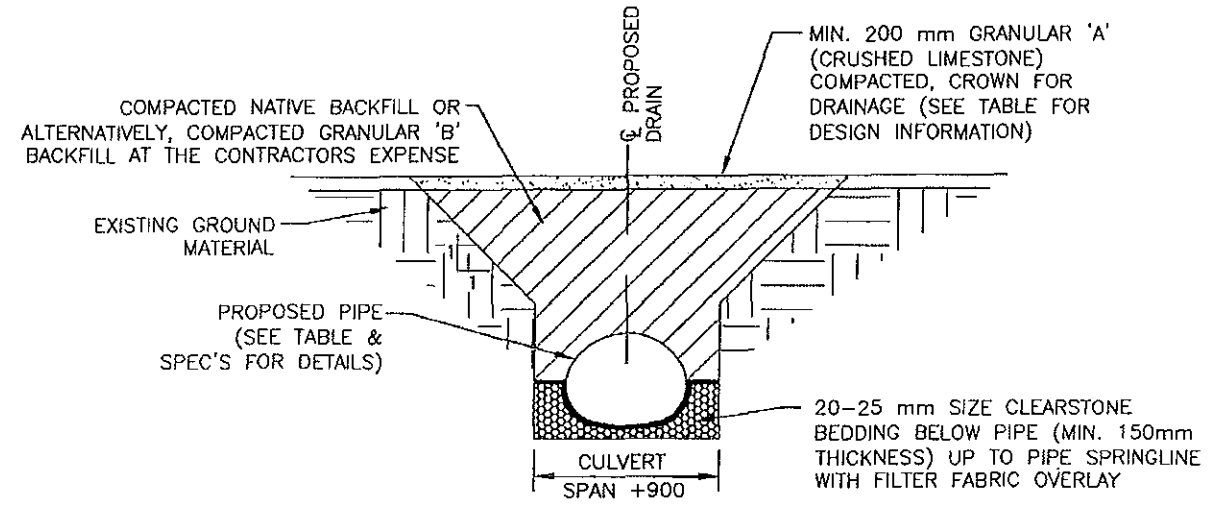
**LAWN ENCLOSURE (CSP ARCH CULVERT)
LONGITUDINAL SECTION (TYPICAL)**
N.T.S.



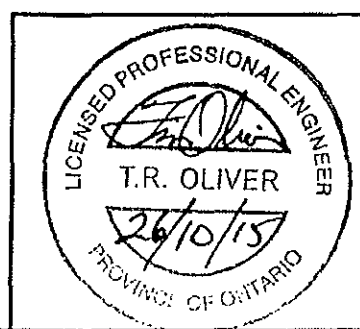
LAWN ENCLOSURE CROSS SECTION
N.T.S.



ASPHALT DRIVEWAY CROSS SECTION
N.T.S.

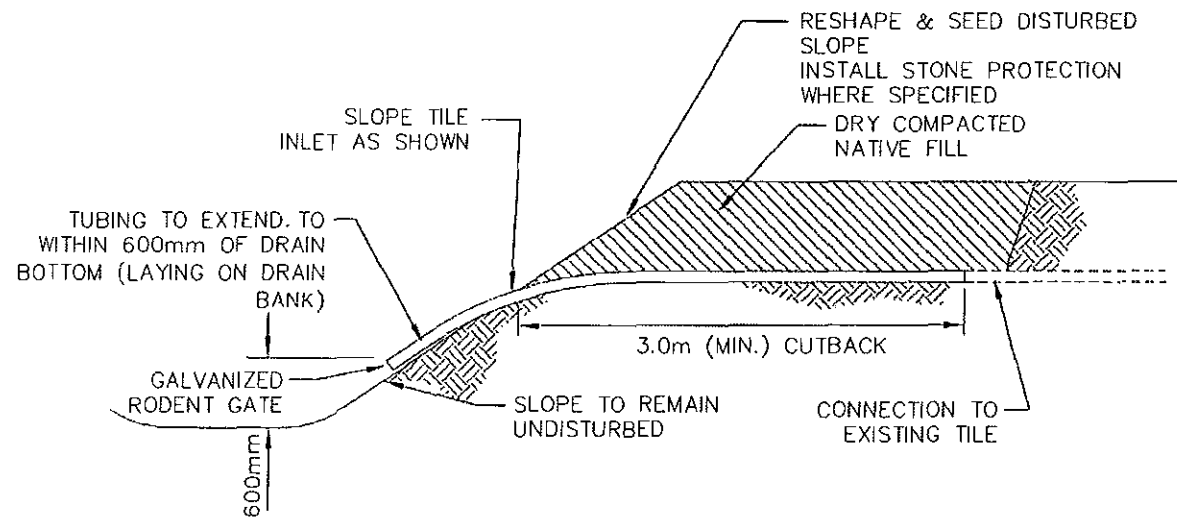


GRAVEL DRIVEWAY CROSS SECTION
N.T.S.

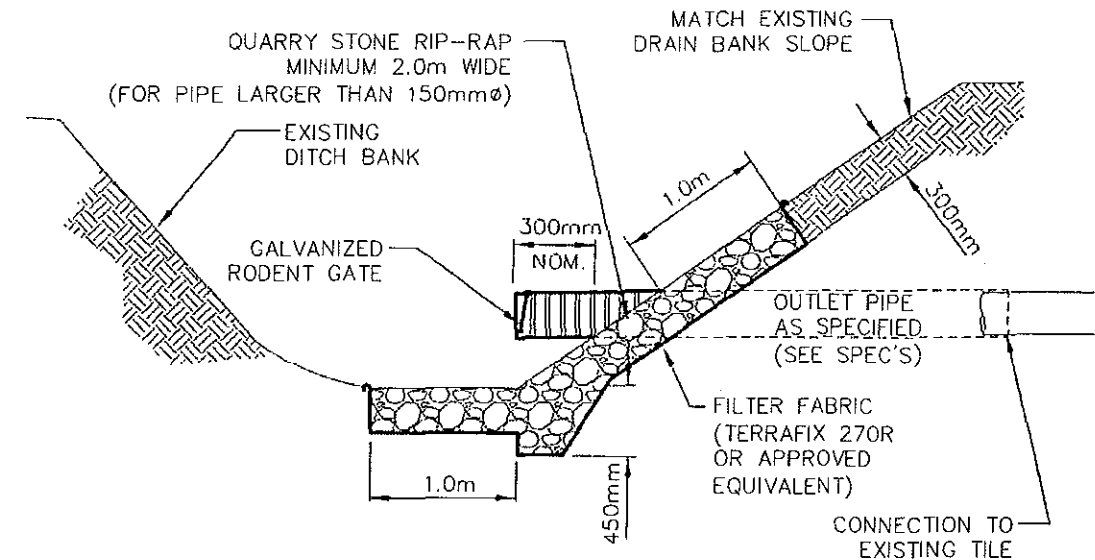


DILLON CONSULTING
BRIDGE NO. 5
DETAILS
SCALE: AS SHOWN

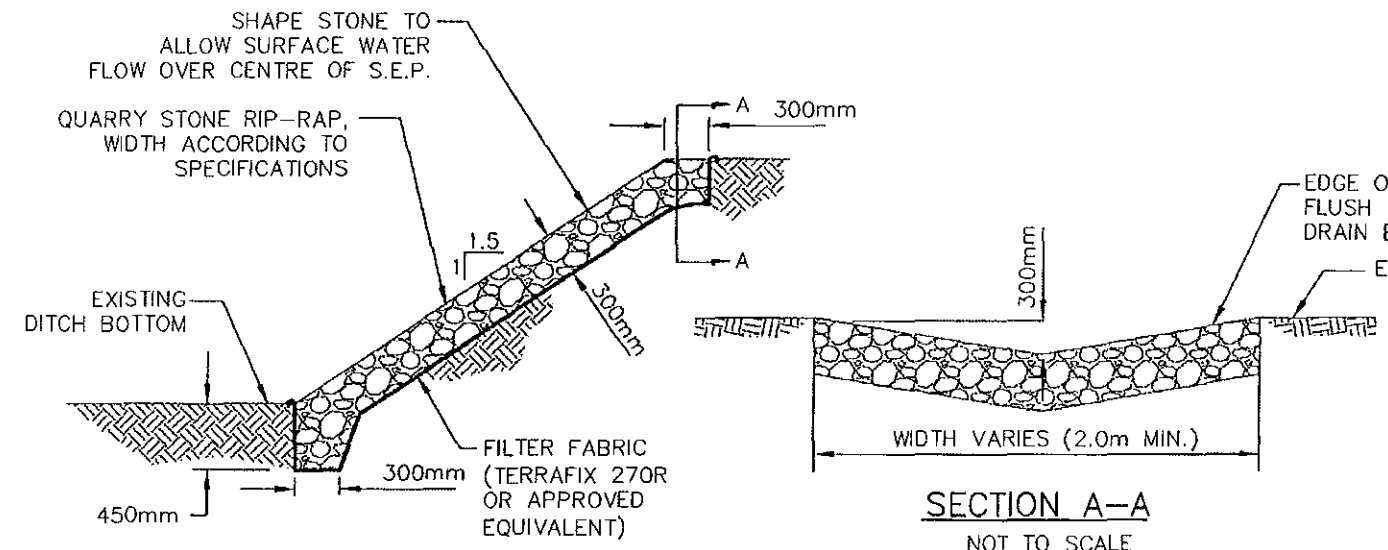
SCHEDULE " G "	
RECONSIDERED DRAINAGE REPORT FOR THE DUFOR DRAIN AND BRANCHES A & B	
TOWN OF AMHERSTBURG (COUNTY OF ESSEX)	
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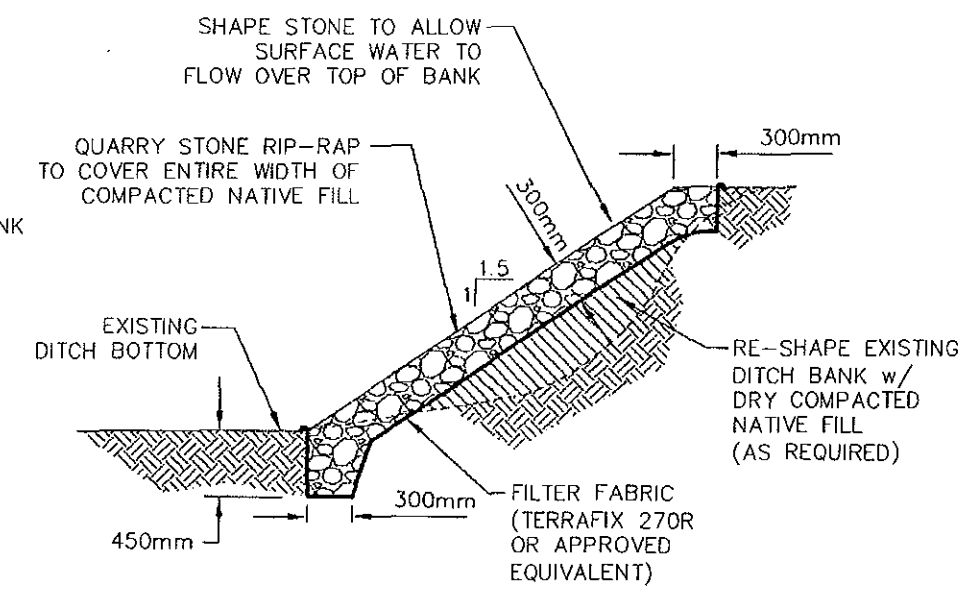
**TYPICAL DRAINAGE TUBING TILE INLET
REPLACEMENT DETAIL**
(FOR TILES 150mmØ OR SMALLER)
NOT TO SCALE



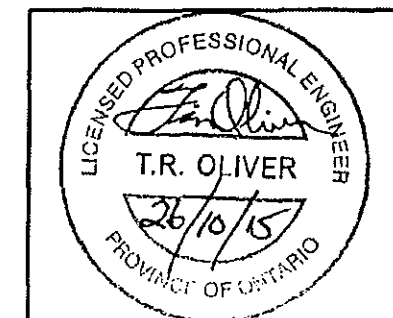
**TYPICAL CSP TILE INLET
REPLACEMENT DETAIL**
NOT TO SCALE



**TYPICAL DITCH BANK WASHOUT
DETAIL w/ RIP-RAP**
NOT TO SCALE



**TYPICAL DITCH BANK WASHOUT
DETAIL w/ BACKFILLING & RIP-RAP**
NOT TO SCALE



**DILLON
CONSULTING**
BANK REPAIR
DETAILS
SCALE: AS SHOWN

SCHEDULE " G "	
RECONSIDERED DRAINAGE REPORT FOR THE DUFOUR DRAIN AND BRANCHES A & B	
TOWN OF AMHERSTBURG (COUNTY OF ESSEX)	
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