

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2016-37**

**By-law to enter into a contract with Shearock Construction Group Inc. for the  
20156 Culvert Rehabilitation Program**

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**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 Shearock Construction Group Inc. for the 2016 Culvert Rehabilitation Program

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

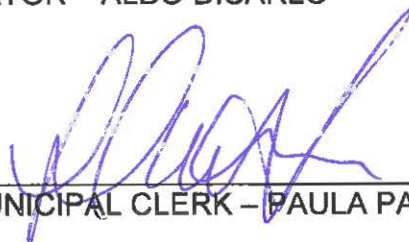
1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into the contract as attached hereto as Schedule "A" to this By-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law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

Read a first, second and third time and finally passed this 25th day of April, 2016.



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MAYOR – ALDO DICARLO



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MUNICIPAL CLERK – PAULA PARKER

The Corporation of the Town of Amherstburg  
Amherstburg, Ontario



# TENDER

## 2016 CULVERT REHABILITATION PROGRAM PWD-RD-2016-007



No. 88-31782

Bond Amount \$222,222.00

**SHEAROCK CONSTRUCTION GROUP INC.** as Principal, hereinafter called the Principal, and **THE SOVEREIGN GENERAL INSURANCE COMPANY** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and Territories 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 **TWO HUNDRED TWENTY TWO THOUSAND TWO HUNDRED TWENTY TWO-----00/100 Dollars (\$222,222.00)** 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 entered into a written contract with the Obligee, dated 28 day of **APRIL** in the year 2016.

for 2016 CULVERT REHABILITATION PROGRAM PWD-RD-2016-007

hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety shall promptly:

- 1) remedy the default, or;
- 2) complete the Contract in accordance with its terms and conditions or;
- 3) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Obligee as a result of the Principal's default relating directly to the performance of the work under the Contract, less the balance of the Contract price; but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal, or;
- 4) pay the Obligee the lesser of (1) the Bond Amount or (2) the Obligee's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the date of Substantial Performance of the Contract as defined in the lien legislation where the work under the Contract is taking place, or, if no such definition exists, the date when the work is ready for use or is being used for the purpose intended, or (2) the date on which the Principal is declared in default by the Obligee.

The Surety shall not be liable for a greater sum than the Bond Amount.

No right of action shall accrue on this Bond, 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 19 day of **MAY** in the year 2016.

SIGNED and SEALED

the presence of

**SHEAROCK CONSTRUCTION GROUP INC.** Principal

Signature

*David Patterson*

Name of person signing

**THE SOVEREIGN GENERAL INSURANCE COMPANY**

Signature

ANTONELLA TOPPI, Attorney-in-Fact

Name of person signing

CGU2794



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Canadian Construction Documents Committee

(CCDC 221 – 2002 has been approved by the Surety Association of Canada)



**LABOUR & MATERIAL PAYMENT BOND CCDC 222 - 2002  
(Trustee Form)**

No. 88-31782

Bond Amount \$222,222.00

**SHEAROCK CONSTRUCTION GROUP INC.** as Principal, hereinafter called the Principal, and **THE SOVEREIGN GENERAL INSURANCE COMPANY** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and Territories 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 **TWO HUNDRED TWENTY TWO THOUSAND TWO HUNDRED TWENTY TWO-----00/100 Dollars (\$222,222.00)** 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 entered into a written contract with the Obligee, dated **28** day of **APRIL** in the year **2016** for **2016 CULVERT REHABILITATION PROGRAM PWD-RD-2016-007** in accordance with the Contract Documents submitted, and which are by reference made part hereof and are hereinafter referred to as the Contract.

The Condition of this obligation is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, by the prevailing rates in the equipment marketplace in which the work is taking place.
2. The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that every Claimant who has not been paid as provided for under the terms of its contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them may use the name of the Obligee to sue on and enforce the provisions of this Bond.
3. It is a condition precedent to the liability of the Surety under this Bond that such Claimant shall have given written notice as hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed, and that such Claimant shall have brought suit or action in accordance with this Bond, as set out in sub-clauses 3 (b) and 3 (c) below, Accordingly, no suit or action shall be commenced hereunder by any Claimant:
  - a) unless such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or Territory in which the subject matter of the Contract is located. Such notice shall be given.
  - i) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the lien Legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;



- ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;
  - b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
  - c) other than in a Court of competent jurisdiction in the Province or Territory in which the work described in the Contract is to be installed or delivered as the case may be and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.
4. The Surety agrees not to take advantage of Article 2365 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothec and privileges of said Claimant.
  5. Any material change in the contract between the Principal and the Obligee shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.
  6. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of claims made under the applicable lien legislation or legislation relating to legal hypothecs, whether or not such claim is presented under and against this Bond.
  7. The Surety shall not be liable for a greater sum than the Bond Amount.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 19 day of MAY in the year 2016.

SIGNED and SEALED

in the presence of

SHEAROCK CONSTRUCTION GROUP INC. Principal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of person signing

THE SOVEREIGN GENERAL INSURANCE COMPANY

\_\_\_\_\_  
Signature

ANTONELLA TOPPI, Attorney-in-fact  
Name of person signing

A2796



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(CCDC 222 – 2002 has been approved by the Surety Association of Canada)

CERTIFICATE OF INSURANCE					May 19, 2016			
<b>Broker</b> <b>PBL Insurance Limited</b> 150 Ouellette Place, Suite 100 Windsor, ON N8X 1L9			This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.					
<b>Insured's Full Name and Mailing Address</b> <b>701289 Ontario Inc. o/a Shea Brothers Drainage and Shea Rock Construction Group Inc.</b> 5085 Walker Road Windsor, ON N9A 6J3			<b>COMPANIES AFFORDING COVERAGE</b>					
			COMPANY					
			A <b>Continental Casualty Insurance Company</b>					
			COMPANY					
			B <b>Aviva Insurance Company of Canada</b>					
			COMPANY					
			C					
COVERAGE'S								
This is to certify that the policies of Insurance listed below have been issued to the Insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The Insurance afforded by the policies described herein is subject to all the terms, exclusions and condition of such policies.								
<b>LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</b>								
TYPE OF INSURANCE		CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRY DATE	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
<b>COMMERCIAL GENERAL LIABILITY</b>		A	MPR 2856091	26-Mar-2016	26-Mar-2017	Each Occurrence	\$2,000,000	
CLAIMS MADE	<input checked="" type="checkbox"/>					OCCURRENCE	General Aggregate	\$5,000,000
<input checked="" type="checkbox"/>						Products and/or Completed Ops	Products-Comp/Op	\$2,000,000
						Employers Liability	Personal Injury	\$2,000,000
<input checked="" type="checkbox"/>						Cross Liability	Tenants Legal Liab.	\$500,000
<input checked="" type="checkbox"/>						Tenants Legal Liability	Med Exp. (1 Person)	\$2,500
<input checked="" type="checkbox"/>						Non-Owned Auto	Non-Owned Auto	\$2,000,000
<input checked="" type="checkbox"/>						Hired	Optional Pollution	
						Pollution Liability Extension	(Per Occurrence)	
							(Aggregate)	
<b>AUTOMOBILE LIABILITY</b>		A	CAE2856057	26-Mar-2016	26-Mar-2017	Bodily Injury Property Damage Combined	\$2,000,000	
						Described Automobiles	Bodily Injury (Per person)	
<input checked="" type="checkbox"/>						All Owned Autos	Bodily Injury (Per accident)	
<input checked="" type="checkbox"/>						Leased Automobiles	Property Damage	
<b>EXCESS LIABILITY</b>		B	81726580	26-Mar-2016	26-Mar-2017	Each Occurrence	\$3,000,000	
<input checked="" type="checkbox"/>						Umbrella Form	Aggregate	\$3,000,000
<b>OTHER (SPECIFY)</b>								
<b>ADDITIONAL INSURED(S) AND LOSS PAYEE</b> <b>The Corporation of the Town of Amherstburg</b> <b>Haddad Morgan and Associates Ltd.</b>  The listed Additional Insured(s) is/are added under Commercial General Liability only, and only with respect to Liability arising from the Insured Operations				<b>DESCRIPTION OF OPERATIONS/AUTOMOBILIES/SPECIAL ITEMS</b> <b>Insured Operations - Contractor/Subcontractor including street highway construction/repair, excavation, pipeline construction, slurry-nonflammable, sewer &amp; water main connections.</b>  <b>Evidence of Insurance</b>				
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>				
<b>The Corporation of the Town of Amherstburg</b> 271 Sandwich Street South Amherstburg, ON N9V 2A5				Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives				
SIGNATURE OF AUTHORIZED REPRESENTATIVE				PRINT NAME INCLUDING POSITION HELD				
				<b>Tricia Stewart, Commercial Account Manager.</b>				
FAX NUMBER		EMAIL ADDRESS		COMPANY		DATE		
519-254-2150		tstewart@pblinsurance.com		PBL Insurance Limited		May 19, 2016		

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj/mm/aaaa)
SHEAROCK CONSTRUCTION GROUP INC.	5085 WALKER RD, WINDSOR, ON, N9A6J3, CA	4122-000: Waterworks and Sewage Systems	CORPORATION OF THE TOWN OF AMHERSTBURG / TOWN OF AMHERSTBURG	271 SANDWICH ST SOUTH, AMHERSTBURG, ON, N9V2A5, CA	E2000009K2SG	20-May-2016 to 19-Aug-2016



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**2016 CULVERT REHABILITATION PROGRAM**  
**PWD-RD-2016-007**

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**INFORMATION TO BIDDERS**

FOR

**2016 CULVERT REHABILITATION PROGRAM  
PWD-RD-2016-007**



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## 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 perform Culvert Rehabilitation at Culvert 41 – CSP Culvert over Wismer Drain, Culvert 42 – CSP Culvert over the Brown Drain, Culvert 64 – CSP Culvert over Adams Drain.

### 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.

**“Engineer”** refers to the Corporation of the Town of Amherstburg’s Engineer who has been assigned to oversee this Contract. The Engineer’s duties may be assumed by the Project Manager, as the Corporation may so advise the Contractor.

**“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:

- .1 Supply or provision of articles or materials;
- .2 Supply of labour;
- .3 Performance of functions and tasks;
- .4 Provision of services;
- .5 Equipment operated or not operated;
- .6 Construction or repairs as specified;
- .7 Security deposit

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### 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), Thursday, March 24, 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 Bonds, 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:

- Form of Tender
  - Contractor Identification – T-1
  - Tender Price - T-2
  - Tender Unit Price – T-3 to T-4
  - Name of Bonding Company – T-5
  - Sub-Contractors – T-6
  - Contractor Qualifications and Experience – T-7
  - Equipment Statement – T-8
  - References – T-9 to T-10
  - Acknowledgement of Tender Documents and Addenda Received by Bidder – T-11
  - Acknowledgement if Only One Proposal is Received – T-12

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-1 to T-14) pages:

- a) Contractor Identification – T-1
- b) Tender Price - T-2
- c) Tender Unit Price – T-3 to T-4
- d) Name of Bonding Company – T-5
- e) Sub-Contractors – T-6
- f) Contractor Qualifications and Experience – T-7
- g) Equipment Statement – T-8
- i) References – T-9 to T-10
- j) Acknowledgement of Tender Documents and Addenda Received by Bidder – T-11
- k) Acknowledgement if Only One Proposal is Received – T-12



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## **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.

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## 10. PRE-BID SITE MEETING

There will be **no pre-bid site meeting scheduled** for this project.

The Contractor is encouraged to attend the site to review existing conditions.

Extras will not be paid for existing conditions which should have been know from a site visit prior to tender close.

## 11. AGREEMENT AND GENERAL CONDITIONS

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

## 12. INSURANCE

Upon award of the contract and prior to commencement of work, the Contractor shall furnish the Consultant 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, Haddad, Morgan and Associates Ltd. and the testing consultant 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 and the Engineer.

### 13. 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](mailto:purchasing@amherstburg.ca)

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

**William Tape**  
Haddad, Morgan and Associates Ltd.  
Phone: 519-973-1177, extension 16  
Email: [will@haddadmorgan.com](mailto:will@haddadmorgan.com)

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 be binding on the Town.

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

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. 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.

## **18. 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 Constructor, as defined by the province's Occupational Health & Safety Act.

## **19. 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.

## **20. 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.

## **21. 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.

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## **22. 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.

## **23. 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 or 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 within 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-12 and provided with the Tender. Failure to acknowledge addenda may result in the rejection of the Tender.

## **24. 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.



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## **25. 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.

## **26. TENDER FEE**

The Tender pricing shall be unit price and include all payroll costs, benefits, overhead and profit. All costs for printing, telephone and facsimile charges, and approved travel shall be included.

## **27. 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.

## **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 withdraw 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 envelopes will be returned to the bidder.

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No telegrams, facsimiles, telephone calls or e-mails 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) Contractor's Qualifications and Experience – T-7
- b) Equipment Statement – T-8
- c) References – T-9 to T-10

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.

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### **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, and Labour and Material Payment Bond.

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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 the Town 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.

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### **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.



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#### **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**

If the works are not entirely completed by Wednesday, August 31, 2016, the contractor's payment will be reduced for liquidated damages in the amount of **\$1,000.00** for each day beyond Wednesday, August 31, 2016 until such time the Town indicates the project has been completed.

#### **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.



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#### **47. LIENS**

The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, fully indemnify the Town of Amherstburg and all its officers, servants, and employees for any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Construction Lien Act or to any attachment or debt, garnishee process or otherwise. The Town of Amherstburg shall not in any case be liable to any greater extent than the amount owing by it to a Successful Proponent, his executors, administrators, successors, and assigns.

#### **48. PROJECT COMMENCEMENT DATE**

The project shall commence on Monday, April 25, 2016.

#### **49. PROJECT COMPLETION DATE**

Project is expected to be completed by Wednesday, August 31, 2016.

#### **50. 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.

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.

#### **51. 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.

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

## **52. 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](http://www.accesson.ca/index.aspx).

**FORM OF TENDER**

FOR

**2016 CULVERT REHABILITATION PROGRAM  
PWD-RD-2016-007**


### FORM OF TENDER

#### CONTRACTOR IDENTIFICATION

<b>BUSINESS NAME OF CONTRACTOR:</b>	SHEAROCK CONSTRUCTION GROUP INC
<b>MAILING ADDRESS OF CONTRACTOR (including postal code):</b>	5085 WALKER RD WINDSOR
<b>NAME OF CONTACT PERSON REPRESENTING CONTRACTOR:</b>	DARIL ROCHELEAU
<b>TELEPHONE NUMBER &amp; EXTENSION OF PERSON REPRESENTING CONTRACTOR:</b>	519-791-5797
<b>FAX NUMBER OF CONTRACTOR:</b>	519-737-0478
<b>EMAIL ADDRESS OF PERSON REPRESENTING CONTRACTOR:</b>	daryl@shearock.ca
<b>NAME OF PERSON SIGNING OF BEHALF OF CONTRACTOR:</b>	DARIL ROCHELEAU
<b>TITLE OF PERSON SIGNING ON BEHALF OF CONTRACTOR:</b>	VICE PRESIDENT

**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*



**FORM OF TENDER**

**TENDER PRICE**

**TO THE CORPORATION OF THE TOWN OF AMHERSTBURG**

Having examined the sites, together with the contents of the Tender Documents as listed in the Index to Tender Documents, said Tender Documents describing the proposed work entailed and also this

SHEAROCK CONSTRUCTION GROUP INC.

being a INCORPORATED (A), which IS (B) registered under the laws of the Province of ONTARIO

herein after called the "Tenderer" or "Contractor" with head office at 5085 WALKER RD WINDSOR

does hereby tender and agree to perform and maintain all works in conformity with and as described in said

Tender Documents and attached Addenda for the **TOTAL TENDER PRICE (EXCLUDING HST)**

of TWO HUNDRED TWENTY TWO THOUSAND TWO HUNDRED TWENTY TWO Dollars,

00 ZERO Cents ( \$ 222,222.00 ), or such other sum as

may finally be ascertained in accordance with the allowance for additions and deductions set out in the Tender Documents.

In Space "A", state type of company, i.e. "Incorporated", "Limited", etc.

In Space "B" above, state "IS" or "IS NOT".

**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

**FORM OF TENDER**

**TENDER UNIT PRICE**

ITEM NO.	SPEC PROV.	SUB	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<b>GENERAL</b>							
1	-		Mobilization and demobilization	L.S.	1	\$ 9364.-	\$ 9364.-
2	1		Supply, install, remove and operate drain diversion	L.S.	3	\$ 2000.-	\$ 6000.-
3	2,3		Traffic Control Plan and Implementation	L.S.	2	\$ 1500.-	\$ 3000.-
4	4		Environmental protection	L.S.	3	\$ 450.-	\$ 1350.-
5	5		Clearing and grubbing as needed for access	L.S.	3	\$ 250.-	\$ 750.-
6	19		Restoration	L.S.	3	\$ 800.-	\$ 2400.-
<b>PAVEMENT WORKS</b>							
7	6,8		Removal of pavement	m <sup>2</sup>	387	\$ 4.-	\$ 1548.-
8	7		Removal of road base	m <sup>3</sup>	117	\$ 30.-	\$ 3510.-
9	17		New road base	Tonnes	400	\$ 25.-	\$ 10,000.-
10	18		New asphalt pavement	Tonnes	120	\$ 325.-	\$ 39,000.-
<b>REMOVALS</b>							
11	9		Earth excavation and grading off including disposal of extra material Culvert #41	L.S.	1	\$ 2000.-	\$ 2000.-
12	10		Remove existing culvert and structures Culvert #41	L.S.	1	\$ 2000.-	\$ 2000.-
13	9		Earth excavation and grading off including disposal of extra material Culvert #42	L.S.	1	\$ 2000.-	\$ 2000.-
14	10		Remove existing culvert and structures Culvert #42	L.S.	1	\$ 2000.-	\$ 2000.-
15	9		Earth excavation and grading off including disposal of extra material Culvert #64	L.S.	1	\$ 1500.-	\$ 1500.-
16	10		Remove existing culvert and structures Culvert #64	L.S.	1	\$ 1500.-	\$ 1500.-
<b>DRAINAGE WORK</b>							
17	16		Cleaning and reshape drain at Culvert #41	L.S.	1	\$ 700.-	\$ 700.-
18	16		Cleaning and reshape drain at Culvert #42	L.S.	1	\$ 700.-	\$ 700.-
19	16		Cleaning and reshape drain at Culvert #64	L.S.	1	\$ 700.-	\$ 700.-



**FORM OF TENDER**

**TENDER UNIT PRICE**

ITEM NO.	SPEC PROV.	SUB	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<b>CULVERT RECONSTRUCTION</b>							
20	14		Supply and install precast walls Culvert #41	L.S.	1	\$ 15,000. <del>000</del>	\$ 15,000.-
21	12		Supply and install new 1400mm diameter culvert	m	32.5	\$ 810. <del>000</del>	\$ 26,000.-
22	12		Supply and install new 1200mm diameter culvert	m	41.5	\$ 600. <del>000</del>	\$ 24,900.-
23	12		Supply and install new 600mm diameter culvert	m	15	\$ 400. <del>000</del>	\$ 6,000.-
24	12		Supply and install new 400mm diameter culvert	m	4	\$ 250. <del>000</del>	\$ 1,000.-
25	11		Supply and install clay plug, filter cloth and riprap	EACH	7	\$ 400.-	\$ 2,800.-
26	13		Supply and install new 900mm Catch Basin	L.S.	1	\$ 3,000.-	\$ 3,000.-
<b>PROVISIONAL</b>							
27	-		Fish Salvage	EACH	3	\$ 500.-	\$ 1,500.-
28	-		Testing Allowance	L.S.	1	\$ -	\$ 12,000.00
29	-		CONTINGENCY ALLOWANCE	L.S.	1	\$ -	\$ 40,000.00
<b>TOTAL TENDER PRICE EXCLUDING HST</b>						\$ 222,222.-	
<b>H.S.T. (13%)</b>						\$ 28,888.86	
<b>TOTAL TENDER PRICE INCLUDING H.S.T.</b>						\$ 251,110.86	

The Tenderer also agrees that until the Form of Agreement is completed and executed, this Tender, together with the acceptance thereof by The Corporation of the Town of Amherstburg, shall constitute a binding contract between The Corporation of the Town of Amherstburg and the Tenderer, regardless of whether or not any other Tender has been previously accepted.

And also agrees to leave this Tender open for acceptance for a period of ninety (90) days from the Closing Date of Tenders.

And also agrees that if this Tender is accepted, to furnish a Performance and Maintenance Bond, a Labour and Material Payment Bond and Liability Insurance and accept payments and complete the works as specified in these Tender Documents.

**FORM OF TENDER**

**NAME OF BONDING COMPANY**

The Tenderer hereby proposes

THE SOVEREIGN GENERAL INSURANCE COMPANY  
(Name of Bonding Company)

who is willing to become bound with the Tenderer in the required amount for the due performance and fulfilment of the requirements contained in these Tender Documents.

T. D. M.

TENDERER'S SIGNATURE

[Signature]

WITNESS:

DATED AT Windsor, ON

THIS 31<sup>st</sup> DAY OF March 2016

1. If this tender is submitted by or on behalf of any Corporation, it must be signed in the name of such Corporation by some duly authorized officer or agent thereof, who shall subscribe his name and office. The seal of the Corporation shall also be affixed.



**FORM OF TENDER**

**CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE**

The Tenderer shall list hereunder the works previously completed, which are similar to the work for which the present offer is made:

Description of Work	Location	Year Completed	For Whom Work was Performed	Value
ROAD REHAB IV	PILLETTE	2015	CITY OF WINDSOR	3.6 MILLION
RIVIERA DRIVE	AMHERSTBURG	2015	TOWN OF AMHERSTBURG	318,000 -
ST. CLAIR PATH PHASE 3	LAKESHORE	2015	TOWN OF LAKESHORE	400,000 -
DEV GROUND SITE PACKAGE	WINDSOR	2015	NOLTLIS	1,000,000 -

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



FORM OF TENDER

EQUIPMENT STATEMENT

The Tenderer shall list hereunder a complete description of the plant and equipment available for the satisfactory completion of the work. The Contract Administrator reserves the right to inspect all plant and equipment listed prior to the award of the Contract.

Description of Unit (make, model & year)	Size, Capacity and Horsepower Rating	Auxiliary and/or Special Attachments	Condition	Present Location	Description of Ownership
JD 350 EXCAVATOR (2015)			NEW	WINDSOR	OWNED
JD 245 EXCAVATOR (2015)			NEW	WINDSOR	OWNED
JD 85 MINI EXCAVATOR			USED	WINDSOR	OWNED
JD 310 BACKHOE (2015) x 3			NEW	WINDSOR	OWNED
JD 700 DOZER (2015)			NEW	WINDSOR	OWNED
JD 650 DOZER (2015)			NEW	WINDSOR	OWNED
JD 624 LOADER (2015)			NEW	WINDSOR	OWNED
JD 710 GRADER (1979)			USED	WINDSOR	OWNED

### FORM OF TENDER

#### 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: TOWN OF LAKESTORE

Address: 419 NOTRE DAME ST BEVERLY, ONTARIO

Contact Name & Title: CHUCK CHEVALIER

Telephone Number: 519-708-1975 x 300 Fax Number: \_\_\_\_\_

Description of Project: Installation of storm sewers, pathway  
(construction) & asphaltting path.

Date of Project: June 2015

##### Reference No. 2

Address: TOWN OF AMHERSTBURG

Contact Name & Title: DWAYNE GIRDING

Telephone Number: 519-736-3664 x 14 Fax Number: \_\_\_\_\_

Description of Project: Installation of watermain & asphaltting  
ROADS

Date of Project: AUGUST 2015



REFERENCES - Continued

Reference No. 3

Company Name: CITY OF WINDSOR  
Address: 350 CITY HALL SQUARE WEST WINDSOR, N9A 6S1  
Contact Name & Title: WADE BONDY  
Telephone Number: 519-255-6560 x 4234 Fax Number: \_\_\_\_\_  
Description of Project: Complete Rehab of Pilette Installation  
of WATERMAIN, WATER SERVICES, CURBS AND  
ASPHALTING  
Date of Project: July 2015

**FORM OF TENDER**

**ACKNOWLEDGEMENT OF TENDER DOCUMENTS AND ADDENDA RECEIVED BY BIDDER**

I/We, the undersigned, hereby acknowledge and confirm on behalf of: \_\_\_\_\_  
SHEAROCK CONSTRUCTION GROUP INC.

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 (weather conditions permitting) on Monday, April 25, 2016 and agree to complete the works by the specified completion date of Wednesday, August 31, 2016.
- 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 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*

**FORM OF TENDER**

**ACKNOWLEDGEMENT IF ONLY ONE PROPOSAL IS RECEIVED**

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

SHEAROCK CONSTRUCTION GROUP INC.

That in the event that if 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 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*

**FORM OF AGREEMENT**

**FOR**

**2016 CULVERT REHABILITATION PROGRAM  
PWD-RD-2016-007**

**AGREEMENT**

THIS AGREEMENT made in triplicate this 28<sup>th</sup> day of APRIL, 2016.

**BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG**  
(hereinafter called the Corporation) of the first part.

AND

**SHEAROCK CONSTRUCTION GROUP INC.**

(hereinafter called the Contractor) of the second part.

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

**2016 CULVERT REHABILITATION PROGRAM  
PWD-RD-2016-007**

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:

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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:

**TWO HUNDRED TWENTY TWO THOUSAND TWO HUNDRED TWENTY-TWO DOLLARS ----**

**00/100**

**(\$222,222.00) 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.

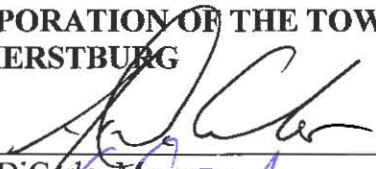
  
\_\_\_\_\_  
WITNESS AS TO SIGNATURE OF  
CONTRACTOR

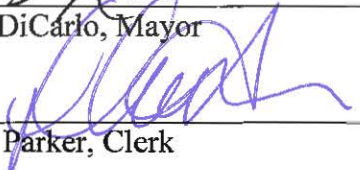
  
\_\_\_\_\_  
Contractor's Signature and Seal

  
\_\_\_\_\_  
Contractor's Name

**SHEAROCK CONSTRUCTION GROUP INC.**  
\_\_\_\_\_  
Contractor's Address  
**5085 WALKER ROAD,  
WINDSOR, ONTARIO N9A 6J3**

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

**CORPORATION OF THE TOWN OF  
AMHERSTBURG**  
  
\_\_\_\_\_  
Aldo DiCarlo, Mayor

  
\_\_\_\_\_  
Paula Parker, Clerk

**GENERAL CONDITIONS**

FOR

**2016 CULVERT REHABILITATION PROGRAM  
PWD-RD-2016-007**

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## GENERAL CONDITIONS

### 1. ORDER OF PRECEDENCE

In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:

- a) Agreement
- b) Addenda
- c) Special Provisions
- d) Contract Drawings
- e) Standard Specifications
- f) Standard Drawings
- g) Instructions to Tenderers
- h) Tender
- i) Supplemental General Conditions
- j) General Conditions
- k) Working Drawings

Later dates shall govern within each of the above categories of documents

In the event of any conflict among or inconsistency in the information shown on Drawings, the following rules shall apply:

- a) Dimensions shown in figures on a Drawing shall govern where they differ from dimensions scaled from the same drawing
- b) Drawings of larger scale shall govern over those of smaller scale
- c) Detailed Drawings shall govern over General Drawings
- d) Drawings of a later date shall govern over those of an earlier date in the same series

In the event of any inconsistency or conflict in the contents of Standard Specifications the following descending order of precedence shall govern:

- a) Owner's Standard Specifications
- b) Ontario Provincial Standard Specifications
- c) Other Standard Specifications, such as those produced by CSA, CGSB, ASTM, and ANSI and referenced in the Ontario Provincial Standard Specifications

The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.



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## **2. RIGHT OF THE TOWN OR ENGINEER TO MODIFY METHODS AND EQUIPMENT**

The Contractor shall, when requested in writing, make alterations in the method, equipment, or work force at any time the Town or Engineer considers the Contractor's actions to be unsafe, or damaging to either the Work or existing facilities or the environment.

The Contractor shall, when requested in writing, alter the sequence of its operations on the Contract so as to avoid interference with work being performed by others.

Notwithstanding the foregoing, the Contractor shall ensure that all necessary safety precautions and protection are maintained throughout the Work.

## **3. EMERGENCY SITUATIONS**

The Town or Engineer has the right to determine the existence of an emergency situation and, when such an emergency situation is deemed to exist, the Town or Engineer may instruct the Contractor to take action to remedy the situation. If the Contractor does not take timely action or, if the Contractor is not available, the Contract Administrator may direct others to remedy the situation.

If the emergency situation was the fault of the Contractor, the remedial work shall be done at the Contractor's expense. If the emergency situation was not the fault of the Contractor, the Owner shall pay for the remedial work.

## **4. USE AND OCCUPANCY OF THE WORK PRIOR TO SUBSTANTIAL PERFORMANCE**

Where it is not contemplated elsewhere in the Contract Documents, the Owner may use or occupy the Work or any part thereof prior to Substantial Performance, provided that at least 10 Days written notice has been given to the Contractor.

The use or occupancy of the Work or any part thereof by the Owner prior to Substantial Performance shall not constitute an acceptance of the Work or parts so occupied. In addition, the use or occupancy of the Work shall not relieve the Contractor or the Contractor's Surety from any liability that has arisen, or may arise, from the performance of the Work in accordance with the Contract Documents. The Owner shall be responsible for any damage that occurs because of the Owner's use of occupancy. Such use or occupancy of any part of the Work by the Owner does not waive the Owner's right to charge the Contractor liquidated damages in accordance with the terms of the Contract.

## **5. ARCHAEOLOGICAL FINDS**

If the Contractor's operations expose any items that may indicate an archaeological find, such as building remains, hardware, accumulations of bones, pottery, or arrowheads, the Contractor shall immediately notify the Town or Engineer and suspend operations within the area identified by the Town or Engineer. Notification may be verbal provided that such notice is confirmed in writing within 2 Days. Work shall remain suspended within that area until otherwise directed by the Town or Engineer in writing.

Any delay in the completion of the contract that is caused by such a suspension of Work shall be considered to be beyond the Contractor's control.

Any work directed or authorized in connection with an archaeological find shall be considered as Extra Work.

The Contractor shall take all reasonable action to minimize additional costs that may accrue as a result of any work stoppage.

## **6. QUALITY OF MATERIAL**

All Material supplied by the Contractor shall be new, unless otherwise specified in the Contract Documents.

Material supplied by the Contractor shall conform to the requirements of the Contract.

As specified in the Contract Documents or as requested by the Town or Engineer, the Contractor shall make available, for inspection or testing, a sample of any Material to be supplied by the Contractor.

The Contractor shall obtain for the Town or Engineer the right to enter onto the premises of the Material manufacturer or supplier to carry out such inspection, sampling, and testing as specified in the Contract Documents or as requested by the Town or Engineer.

The Contractor shall notify the Town or Engineer of the sources of supply sufficiently in advance of the Material shipping dates to enable the Town or Engineer to perform the required inspection, sampling, and testing.

The Owner shall not be responsible for any delays to the Contractor's operations where the Contractor fails to give sufficient advance notice to the Town or Engineer to enable the Town or Engineer to carry out the required inspection, sampling, and testing before the scheduled shipping date.

The Contractor shall not change the source of supply of any Material without the written authorization of the Town or Engineer.



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Material that is not specified shall be of a quality best suited to the purpose required, and the use of such Material shall be subject to the approval of the Town or Engineer.

All Material inspection, sampling, and testing shall be carried out on random basis in accordance with the standard inspection or testing methods required for the Material. Any approval given by the Town or Engineer for the Materials to be used in the Work based upon the random method shall not relieve the Contractor from the responsibility of incorporating Material that conforms to the Contract Documents into the Work or properly performing the Contract and of any liability arising from the failure to properly perform as specified in the Contract Documents.

## **7. REJECTED MATERIAL**

Rejected Material shall be removed from the Working Area expeditiously after the notification to that effect from the Town or Engineer. Where the Contractor fails to comply with such notice, the Town or Engineer may cause the rejected Material to be removed from the Working Area and disposed of, in what the Town or Engineer considers to be the most appropriate manner, and the Contractor shall pay the costs of disposal and the appropriate overhead charges.

## **8. SUBSTITUTIONS**

Where the Contract Documents require the Contractor to supply a Material designated by a trade or other name, the Tender shall be based only upon supply of the Material so designated that shall be regarded as the standard of quality required by the Contract Documents. After the acceptance of the Tender, the Contractor may apply to the Town or Engineer to substitute another Material identified by a different trade or other name for the Material designated as aforesaid. The application shall be in writing and shall state the price for the proposed substitute Material designated as aforesaid, and such other information as the Town or Engineer may require.

Rulings on a proposed substitution shall not be made prior to the acceptance of the Tender. Substitutions shall not be made without the prior approval of the Town or Engineer. The approval or rejection of a proposed substitution shall be at the discretion of the Town or Engineer.

## **9. CONTRACTOR'S RESPONSIBILITY AND CONTROL OF THE WORK**

The Contractor warrants that the site of the Work has been visited during the preparation of the Tender and the character of the Work and all local conditions that may affect the performance of the Work are known.

The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformity with the Contract Documents. The Contractor shall be responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the Work.

The Contractor shall provide adequate labour, Equipment, and Material to ensure the completion of the Contract in accordance with the Contract Documents. The Work shall be performed as vigorously and as continuously as weather conditions or other interferences may permit.

The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their use.

The Contractor shall execute the terms of the Contract in strict compliance with the requirements of the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, (the "Act") and Ontario Regulation 213/91, as amended, (that regulates Construction Projects) and any other regulations as amended under the Act (the "Regulations") that may affect the performance of the Work, as the "Constructor" or "employer", as defined by the Act, as the case may be.

The Contractor, when requested, shall provide the Owner with a copy of its health and safety policy and program at the pre-start meeting and shall respond promptly to requests from the Owner for confirmation that its methods and procedures for carrying out the Work comply with the Act and Regulations. The Contractor shall co-operate with representatives of the Owner and the inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the Work. The Contractor shall indemnify and save the Owner harmless from any additional expense that the Owner may incur to have the Work performed as a result of the Contractor's failure to comply with the requirements of the Act and the Regulations.

## **10. WORKING AREA**

The Contractor's sheds, site offices, toilets, other temporary structures, and storage areas for Material and Equipment shall be grouped in a compact manner and maintained in a neat and orderly condition at all times.

The Contractor shall confine the construction operations to the Working Area. Should the Contractor require more space than that shown on the Contract Drawings, the Contractor shall obtain such space at no additional cost to the Owner.

The Contractor shall not enter upon or occupy any private property for any purpose, unless the Contractor has received prior written permission from the property owner.



## 11. COMPLETION

The Work shall be deemed to be completed and services or Materials shall be deemed to be last supplied to the Work when the price of completion, correction of a known defect, or last supply is not more than the lesser of:

- a) 1% of the Contract price; or
- b) \$1,000.00

## 12. FINAL ACCEPTANCE

Final Acceptance shall be deemed to occur when the Town or Engineer is satisfied that, to the best of the Town or Engineer's knowledge at that time, the Contractor has rectified all imperfect work and has discharged all of the Contractor's obligations under the Contract.

## 13. 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.

**GENERAL SPECIAL PROVISIONS**

**FOR**

**2016 CULVERT REHABILITATION PROGRAM  
PWD-RD-2016-007**

## GENERAL SPECIAL PROVISIONS

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## GENERAL SPECIAL PROVISIONS

The Contractor shall note that the following are the Specific Contract General Provisions.

### 1. GENERAL

These General Special Provisions shall apply to and form part of this Contract and in case of conflict shall supersede the Standard Specifications pertaining to the Contract.

### 2. PRIVATE PROPERTY

The Contractor shall assume full responsibility for crossing or making use of private property. Before the Contractor or any of his sub-contractors shall make use of any private property for any purpose, he shall first submit to the Consultant a copy of a written agreement granting permission by the Owner.

### 3. PEDESTRIAN AND VEHICULAR ACCESS

The Contractor shall be required to provide for pedestrian and vehicular access to private homes, business premises and through the construction work to streets where and as directed by the Consultant. This may require the provision of adequate temporary board walks, steps or ramps where necessary to allow pedestrian and/or vehicular access to new houses and business premises temporarily cut off from normal traffic due to new construction.

### 4. FIRST AID EQUIPMENT

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 and Insurance Act.

### 5. COMPACTION OF MATERIALS

All Contract references to maximum compacted densities by whatever method specified, shall be interpreted as being "the maximum dry density as determined by current A.S.T.M. procedures". Current A.S.T.M. procedures shall mean the methods described in the current A.S.T.M. Standard D698-66T or "The Constant Dry Weight Method" as set out in Research Report No. 141 by the Ministry of Transportation and Communications. Any deviation between current A.S.T.M. procedures and methods formerly specified or any modifications to current A.S.T.M. procedures which may be introduced shall be for the purpose of increasing the reliability of the test results and speed in field testing and will result in no increase in the compactive effort required.



When it is impossible to compact earth or granular materials immediately adjacent to footings, abutments, wingwalls, piers, pipe culverts, retaining walls, sewers, manholes, catchbasins, etc., with the larger types of compaction equipment, the Contractor shall provide and use mechanical hand compaction equipment as directed by the Consultant and shall perform the compaction to his satisfaction as required. No separate payment shall be made for the compaction of Sand Cushion, Selected Granular Base Course Class "A" or "B" granular backfill to structures or granular backfill to sewers, manholes, catch basins or sub-drains, except where otherwise provided for in the contract.

## **6. CONFLICTS AND OMISSIONS**

The Contractor shall do all work and furnish all materials in accordance with the best practice and in the event of any inconsistency or conflict in the provisions of the plans or specifications such provisions shall take precedence and govern in the following order:

- .1 Special Provisions
- .2 Plans
- .3 Standard Specifications
- .4 Form of Tender
- .5 General Conditions

Neither party to the Contract shall take advantage of any apparent error or omission in the plans or specifications, but the Consultant shall be permitted to take such corrections and interpretations as may be necessary for fulfillment of the intent of the plans and specifications. Any work or material not included herein but which may be fairly implied as included in this Contract, of which the Consultant shall be the judge, shall be done or furnished by the Contractor as if such work or materials has been specified.

## **7. EXCESS MATERIALS**

All materials determined to be excess by the Consultant, including earth and rock excavations, broken concrete, rubble and broken asphalt, shall be removed from the work by the Contractor. He shall make his own arrangement as to disposal, but must comply with Municipal regulations.

The cost of removal and disposal of excess materials shall be included in the Contractor's tendered prices.

## **8. PROGRESS SCHEDULE**

The Contractor shall be required to submit a progress schedule to the Consultant for approval prior to commencement of the work. Such schedule shall be in a form acceptable to the Consultant, and shall indicate clearly the proposed order and time allowance for the various phases of the work, in sufficient detail to show weekly progress.

The approval of the progress schedule by the Consultant shall not cast any responsibility upon the Consultant or the Owner in seeing to it that the progress schedule is adhered to since timely execution of the work is the entire responsibility of the Contractor. The Consultant may, in his discretion, vary the progress schedule in whole or in part without relieving the Contractor from any of his responsibility to execute the Contract in a timely way, nor shall such variation cast any responsibility whatsoever upon either the Consultant or the Owner.

## **9. PAYMENT FOR TESTING**

The following tests called for and required by the Consultant, will be paid for by the allowance:

- .1 Compaction tests. If the result of any compaction test is below that specified, the Consultant may call for retesting, and all costs associated with such retesting shall be paid for by the Contractor.
- .2 Analysis of granular materials and approval of sources. Limit of one analysis per source of material.
- .3 Analysis of aggregates for asphalt mix design. Limit of one analysis per class of asphalt.

If the results of any test are below that specified, the Consultant may call for retesting and the Contractor shall pay all costs associated with such retesting.

## **10. CONSTRUCTION SAFETY**

The Contractor's attention is directed to the Occupational Health for Construction Projects Safety Act, 1978 and to the Regulations proclaimed thereunder.

## **11. EXTRA WORK**

Extra work is work which is required, but not described in the Contract Documents or on the plans.

No work shall be regarded as extra work unless it is approved in writing by the Consultant, and with the agreed price and method of payment for it specified in the said approval, provided the said price is not otherwise determined by this Contract.

All notifications of claims for extra work shall be made to the Consultant before the extra work is started. Notwithstanding anything contained in the General Conditions, when it is necessary to perform work additional to the Tender items, unit prices to cover the cost of the work shall be negotiated whenever possible.



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Where it is impracticable, due to the nature of the work, to negotiate unit prices for extra work not included in the Tender, the cost of the additional work may be paid for by a force account, previously agreed upon and authorized by an order issued prior to carrying out the work, and for which payment is based on hourly rates for labour and equipment and on material invoices.

## **12. CLAIMS**

If a Contractor considers that he has a claim for compensation for costs which he has incurred or for loss he has suffered during the performance of the Contract, he should immediately advise the inspector of his intent to claim on any specific portion of the Contract and he should also advise the Consultant in writing of the said intent within seven (7) calendar days of the commencement of the work on which he intends to claim. He shall submit his claim not later than thirty (30) days after the date of his receipt of the final detailed statement for the entire work.

Where notice of claim is not given or the claim is not submitted within the periods prescribed by this section, the claim may be disallowed.

## **13. LINES AND GRADES**

The Consultant will provide base lines, monuments and bench marks as shown on the Drawings required by the Contractor for establishing line and grade.

The Contractor shall provide qualified personnel to properly lay out and establish secondary lines and grades necessary for construction. He shall construct and maintain substantial batter boards, alignment markers and secondary bench marks as may be required for the proper execution of the Contract.

## **14. SITE MEETINGS**

Site meetings shall be held at regular intervals as further described by the Consultant. The Contractor shall provide a responsible representative for such meetings.

## **15. RELOCATION OF SIGNS, MAILBOXES, ETC.**

The Contractor shall take note that all existing signs and mailboxes, etc. in the direct work area shall be removed during the course of the work and after completion of same, the Contractor shall be required to reinstall them to their proper location in accordance with the requirements of the Ministry of Transportation of Ontario, the Federal Postal Service, or any other regulatory body having jurisdiction. The cost for this work shall be deemed to be included in the overall tender price and no additional payment will be made.

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**16. REMOVAL OF TREES**

Whenever practical, in the opinion of the Consultant existing trees will be preserved. The Contractor shall exercise the utmost caution to ensure that the trees are not damaged or disturbed.

**17. WORK IN OPEN TRENCHES**

The Contractor's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario in regard to work in open trenches, tunnels and open caissons. The Contractor's attention is also directed to the Construction Safety Act in regard to work in open trenches.

**18. CONTROL OF WATER**

The Contractor shall be solely responsible for ensuring that all work is carried out in the dry and that partially completed work shall remain dry. The method or methods of controlling surface or subsurface water shall be by pumping, ditching, dyking, close sheet piling, or a combination of these or other methods as may be approved by the Consultant.

**19. DEFECTIVE WORK**

The Contractor shall at any time when directed by the Consultant make openings for inspection to any part of the work. Should the work be found, in the opinion of the Consultant, defective in any respect, the whole of the work shall be corrected to the satisfaction of the Consultant and at the expense of the Contractor.

**20. WATER, SNOW AND ICE**

The Contractor shall assume full responsibility for all damages done to the works through the influence of water, snow and ice. He shall immediately make good any damage so caused without extra cost to the Owner.

If the Contractor continues his construction operations in freezing weather, special precautions shall be taken to prevent damage to the works. No pipe shall be laid in trenches on a frozen subgrade or base course. All work shall be protected during freezing weather with straw, tarpaulins, wet steam or by any combination thereof as considered necessary for the protection of the works by the Consultant. The cost of all such special precautions shall be included in the Tender Price submitted by the Contractor.



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**21. PROVISIONS FOR TRAFFIC AND SIGNING**

The Contractor shall, without notice or order from the Consultant, and at his own expense, provide, erect and maintain adequate traffic protection signs, barricades and lights to ensure safety to the public. The Contractor shall designate an employee to be responsible for the protection of devices at night, on Sundays and holidays. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset to sunrise. The Contractor shall be responsible for all accidents or expenses arising by reason of neglect or failure to comply with this clause.

**22. FISH SALVAGE**

A fish rescue and relocation should be conducted once the work area is isolated. Any fish rescued will be released downstream of the isolated work area. If flows in the drain overtop the isolation barrier, a fish rescue and relocation will need to be conducted again. The Contractor is to contact the designated company to transport fish once the work area is isolated, if the isolation area is breeched, or if any fish are found while working the construction zone. Fish salvage will be paid at the unit rate in the Form of Tender.

**23. SEASONAL PRICING**

The Contractor's bid prices are considered to have taken into account prevailing weather conditions. No compensation or time extensions will be considered.

**24. PROJECT SCHEDULING**

A commencement date of Monday, April 25, 2016 and a completion date of Wednesday, August 31, 2016 should be considered for this project. The successful Tenderer must ensure that unit prices reflect this proposed construction schedule, unless otherwise specified in other items of the General Special Provisions or the Special Provisions.

Tenderers are advised to inform their Sub-Contractors of the above requirement.

Any materials placed in cold weather that are either not properly protected (for concrete work) or cannot be properly compacted (for granular materials and asphalt) will be rejected by the Consultant.

In the opinion of the Consultant, when it becomes evident that the Contractor's construction methods relative to weather conditions are likely to result in unnecessary hardship and inconvenience to the residents and motoring public, the Corporation of the Town of Amherstburg reserves the right to dictate the construction methods used, and/or stop work on the project. The Contractor shall note that every effort should be made to minimize the construction effects on routine local traffic flows.

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Upon award of the tender, the Contractor is to submit a proposed schedule of work that outlines how the Contractor will comply with this requirement.

**25. STAGING OF CONSTRUCTION**

The Contractor shall submit a detailed construction schedule including construction methods and staging.

**26. AGENCY APPROVALS**

This project is subject to approvals from the Corporation of the Town of Amherstburg, Essex Region Conservation Authority (ERCA), Ministry of Natural Resources (MNR) and the Department of Fisheries and Oceans Canada, as required.

During the execution of this project, the Contractor shall be bound to comply with all conditions of approval including the preparation and implementation of any supplement plans required by the approval agencies.

**27. WORKING HOURS**

Working hours shall be scheduled to comply with applicable local noise by-laws.

No work is permitted on Sundays and statutory holidays.

**28. ENVIRONMENTAL PROTECTION**

In general, the Contractor shall satisfy the requirements of the Ministry of the Environment in protecting air, land and water.

The Contractor shall control dust nuisance resulting from their operations. Water or calcium chloride solution shall be applied to areas as authorized by the Consultant as being necessary and unavoidable for the prevention of dust nuisance or hazard to the public caused by the Contractor.

The Contractor shall make all efforts to minimize the disruption to fish habitat.

The Contractor shall not kill any wildlife species of any kind.

The Contractor shall be responsible for implementing and conducting his operations, and those of any Subcontractor, in conformance with the Environmental Mitigation Plans enclosed with this document as Appendix A.



The following is a list of minimum environmental protection measures to be implemented on site by the Contractor while executing this project. The Contractor shall be responsible for providing, implementing and maintaining any additional requirements mandated by the regulatory authorities:

- Do not direct or block watercourses with the exception of the cofferdam and diversion line with pump.
- A contingency plan to ensure that the maintenance activities do not create any obstruction to flows in the event of a major storm.
- Work may not be conducted at times when flows are elevated due to local rain events, storms or seasonal floods. Work shall not be undertaken between March 15 and June 30.
- All disturbed soils on both banks and within the channel, including spoils, must be immediately stabilized upon completion of work. The restoration of the site must be completed to a similar or better condition than what existed prior to the work.
- To prevent entry of sediment into the drain, in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the work and until the site has been stabilized. It is incumbent on the proponent and his/her Contractors to ensure that sediment and erosion control measures are functioning properly and are maintained/upgraded as required.
- Silt or sand accumulated in the barriers/traps must be removed and stabilized on land once the site is stabilized.
- All activities must be controlled to prevent the entry of petroleum products, debris, rubble, concrete, trash or other deleterious substances into the water.
- Isolate all cast-in-place concrete, grout and mortar from precipitation and the watercourse for a minimum of 48 hours after placement.
- Vehicular and equipment refuelling and maintenance should be conducted away from the water.
- Do not construct temporary water crossings.
- Store all construction material and debris away from the watercourse.
- Limit all emissions from abrasive blasting medium, debris from concrete removals, saw-cutting dust etc. Emissions shall not enter the watercourse.

The cost of complying with all applicable environmental protection requirements as mandated by the applicable approval agency shall be imbedded in the price of paid items which are included in the Form of Tender. No additional claim shall be made.

## **29. TRUCK HAUL ROUTES**

Confine trucking operations to the routes permitted by the appropriate road authorities.

There is a load restriction on County Road 8 from County Road 3 to County Road 9 and on County Road 8 from County Road 11 to Hwy. 3. Roads owned by the Town of Amherstburg are not haul routes.

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The road authorities may impose load restrictions on their roads including the truck haul routes at anytime as they may deem necessary and/or according to the by-laws. The Contractor shall comply with these conditions.

### **30. TRAFFIC CONTROL IN AND AROUND THE WORK AREA**

As required by the Occupational Health and Safety Act, the Contractor shall prepare a Traffic Protection Plan which shall be presented to The Corporation of the Town of Amherstburg for information prior to the commencement of construction.

The Contractor shall undertake all required traffic control in the approved plan throughout the duration of the project including but not limited to signage, delineators, flagging, etc. The Contractor shall ensure that The Corporation of the Town of Amherstburg, through the Consultant is kept informed as to the status of expected traffic movements.

The Contractor shall be responsible to ensure that all signage meets the requirements of the latest edition of the Ontario Traffic Manual – Book 7: Temporary Conditions and shall be required to install any additional signs stipulated by the above mentioned manual or as otherwise required to ensure the safety of the public traveling through or around the work area.

The Contractor shall be responsible to provide written notice to all local residents and businesses ten (10) calendar days in advance of any road closures or detours and may require additional notices during different stages of construction. The Contractor shall also notify all emergency services of such road closures.

The Contractor shall be responsible to supply, erect, maintain and at the completion of the project remove all detour signage as noted in the contract drawings.

### **31. LAYOUT**

The Contractor shall provide qualified personnel to properly layout and establish all lines and grades necessary for construction. He shall construct and maintain substantial batter boards, alignment markers and secondary bench marks as may be required for the proper execution of the Contract.

### **32. UTILITIES**

The Contractor shall arrange for any measures required to protect or temporarily relocate overhead lines during construction in order to comply with the Occupational Health and Safety Act and/or the Utility Company requirements. Any additional costs resulting there from shall be borne by the Contractor.

The Contractor shall visit the site to ascertain the locations of the overhead utilities, at grade markers and appurtenances.



The Contractor shall stay a minimum of 3 metres away from high voltage conductors. The Authority shall be contacted to hold poles (at a cost to be paid by the Contractor to the Authority) if there is any excavation closer than 1 metre from the base of the utility poles.

The cost of this item shall be imbedded in the prices of paid items, which are included in the Form of Tender. No additional claim shall be made.

### 33. CONSTRUCTION SPECIFICATIONS

The following OPSS documents, all material specifications or other specifications referred to therein shall form part of the Contract, although not included in the Tender Document. Please note that all OPSS specifications and drawings shall apply to applicable items in this Contract unless amended in this General Special Provisions section or as shown on the drawings.

Payment for all work in this Contract is to be in accordance with the items in the Form of Tender and Special Provisions and not in accordance with the Payment Section in the applicable OPSS.

A copy of this is available on-line from the Ministry of Transportation at no cost to all users. On-line access to the OPSS Publications can be obtained from the MTO website or through links established within the Ontario Good Roads Association (OGRA), The Road Authority (TRA) and Ontario Provincial Standards (OPS) websites. Hard copy and CD version of the OPSS publications are available through Publications Ontario which can be contacted by Toll Free Number 1-800-668-9938.

OPSS 127	Schedule of Rental Rates for Construction Equipment Including Model and Specification Reference
OPSS 128	Supply of Pre-Qualified Material and Products
OPSS 180	Management of Excess Material
OPSS 182	Environmental Protection for Construction in Waterbodies and on Waterbody Banks
OPSS 201	Clearing, Close Cut Clearing, Grubbing and Removal of Surface Boulders
OPSS 206	Grading (Reissued November 2010)
OPSS 301	Restoring Unpaved Roadway Surfaces
OPSS 302	Priming Granular Base
OPSS 307	Stockpiling of Patching Material
OPSS 308	Tack Coating and Joint Painting
OPSS 310	Hot Mix Asphalt
OPSS 311	Asphalt Sidewalk and Sidewalk Resurfacing Asphalt Sidewalk, Driveway, Boulevard and Sidewalk Resurfacing
OPSS 312	Asphalt Curb and Gutter Systems and Asphalt Surfacing of Gutters
OPSS 313	Hot Mix Asphalt – End Result
OPSS 314	Untreated Granular, Subbase, Base, Surface, Shoulder and Stockpiling
OPSS 401	Trenching, Backfilling, and Compacting (Formerly OPSS 514)

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OPSS 402	Excavating, Backfilling and Compacting for Maintenance Holes, Catch Basins, Ditch Inlets, and Valve Connections (Formerly OPSS 516)
OPSS 407	Manholes, Catch Basins and Ditch Inlets (MTC)
OPSS 409	Closed Circuit Television Inspection of Pipelines
OPSS 421	Pipe Culvert Installation in Open Cut (Reissued November 2010)
OPSS 422	Precast Reinforced Concrete Box Culverts and Box Sewers In Open Cut (Reissued November 2010)
OPSS 491	Preservation, Protection, and Reconstruction of Existing Facilities (Formerly OPSS 504)
OPSS 492	Site Restoration Following Installation of Pipelines, Utilities, And Associated Structures (Formerly OPSS 507)
OPSS 501	Compacting
OPSS 506	Dust Suppressants
OPSS 510	Removal
OPSS 511	Rip-Rap, Rock Protection and Gravel Sheeting
OPSS 518	Control of Water (Reissued November 2010)
OPSS 530	Winter Sanding and Salting
OPSS 531	Treatment and Stockpiling of Screened Sand for Winter Sanding
OPSS 539	Temporary Protection Systems
OPSS 706	Traffic Control Signing (Formerly OPSS 543)
OPSS 710	Pavement Marking (Formerly OPSS 532)
OPSS 740	Concrete Barriers (Formerly OPSS 553)
OPSS 801	Protection of Trees (Formerly OPSS 565)
OPSS 802	Topsoil (Formerly OPSS 570)
OPSS 803	Sodding (Formerly OPSS 571)
OPSS 804	Seed and Cover (Formerly OPSS 572)
OPSS 805	Temporary Erosion and Sediment Control Measures (Formerly OPSS 577)
OPSS 902	Excavation and Backfilling Structures
OPSS 904	Concrete Structures
OPSS 905	Steel Reinforcement for Concrete
OPSS 909	Prestressed Concrete – Precast Members
OPSS 914	Waterproofing Bridge Decks with Hot Applied Asphalt Membrane
OPSS 1001	Aggregates – General
OPSS 1002	Aggregates – Concrete
OPSS 1003	Aggregates – Hot Mix Asphalt
OPSS 1004	Aggregates – Miscellaneous
OPSS 1010	Material Specifications for Aggregates Base, Subbase, Select Subgrade and Backfill Material
OPSS 1150	Hot Mix Asphalt
OPSS 1213	Hot Applied Rubberized Asphalt Waterproofing Membrane
OPSS 1301	Cementing Materials
OPSS 1302	Water
OPSS 1303	Admixtures for Concrete
OPSS 1308	Joint Filler in Concrete
OPSS 1350	Concrete – Materials and Production

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OPSS 1352	Pre-cast Concrete Barriers
OPSS 1440	Steel Reinforcement for Concrete
OPSS 1442	Epoxy Coated Steel Reinforcement for Concrete
OPSS 1504	Steel Beam Guide Rail
OPSS 1505	Channel Components for Steel Beam Guide Rail
OPSS 1716	Water-Borne Traffic Paint
OPSS 1821	Material Specification for Precast Reinforced Concrete Box Culverts
OPSS 2501	Calcium Chloride Solid and Calcium Chloride Solution

#### **34. REMOVALS**

Removals will be governed by OPSS 510 which shall apply and govern except as amended and/or extended herein.

This work shall consist of all labour, equipment and materials to complete the work described herein.

All removed material shall either be removed and disposed of off site or stored and re-used as specified in these General Special Provisions.

The Contractor shall prevent removed material from entering the water course. If any deleterious material falls into the drain, the Contractor shall remove the material immediately and shall notify the authorities in accordance with the relevant regulations.

The Contractor is responsible for all utilities within the vicinity of the work and shall carry out the work in a manner which minimizes the risk of damage.

#### **35. HANDLING AND DISPOSAL OF EXCESS MATERIAL**

Materials that are classified as not “inert fill”, as defined under Section 18 of Regulation 309 of the EPA must be disposed of at a disposal site certified by the Ministry of the Environment.

All costs associated with the removal and disposal of such waste shall be included in the tendered price.

#### **36. MATERIALS**

##### **.1 General**

OPSS shall apply and govern except as amended and/or extended herein.

##### **.2 Concrete**

OPSS 1303 and 1350 shall apply and govern except as amended and extended herein.

All concrete work performed on site shall conform to the latest requirements of CSA-CAN-23.1 and shall meet the following requirements:

Class of exposure	C-1
Minimum compressive strength at 28 days	35 MPa UNO
Maximum aggregate size	19 mm
Air content	5% - 6%
Maximum water/cement ratio (by weight)	0.40
Slump at time and point of discharge	50 – 110 mm

The use of supplementary cementing materials is prohibited. No water shall be added to the mix on site or during transport. The Town of Amherstburg shall appoint an independent inspection and testing company to test the concrete in accordance with CSA A23.2. The Contractor shall assist the testing company as needed to carry out the testing of cylinders (laboratory and field-cured), slump tests and air entrainment tests. Air entrainment tests will be carried out on every load of concrete delivered to the site. Concrete not in conformance with these specifications will be rejected. The Contractor shall bear all costs associated with the rejection and replacement of out-of-spec concrete.

### **.3 Reinforcing Steel**

Concrete reinforcing steel shall be deformed bars conforming to CSA-G30.12 having minimum yield strength of 400 MPa.

## **37. RESTORATION**

The Contractor shall carry out restoration as required to any area disturbed by their operations, whether within the limits of the contract or outside the limits of the contract. The restoration shall be to a condition equal to or better than that which existed prior to disturbance by the Contractor. The cost of all removals, restoration and reinstatement, unless noted otherwise shall be included in the tendered price.

## **38. RESTORATION BY SEEDING**

Where restoration by seeding is required, the Contractor shall compact the native material to 95% SPMDD and place a minimum of 100 mm (4") topsoil. The area shall be seeded with Primary Seed Type 1, Canada No. 1 grass seed mixture as follows:

Creeping Red Fescue	55%
Kentucky Blue Grass	25%
Perennial Rye Grass	12%
Red Top	5%
White Clover	3%



The work shall include preparation of the area, supply and placement of required topsoil, fertilizer, seeding, mulch or a non-netted erosion control blanket, such as Curlex NetFree or approved equal, and watering.

All work shall be in accordance with OPSS and the Town of Amherstburg standards.

### 39. ASPHALT ESCALATION

The payment for liquid asphalt will be adjusted based on the Ministry of Transportation's performance graded asphalt cement price index. The price index will be published monthly on the MTO Contract Bulletin and displayed on the OHMPA website ([www.ohmpa.org](http://www.ohmpa.org)). The price index will be used to calculate the amount of payment adjustment per tonne of asphalt cement accepted into the work.

The price index will be based on the price, excluding taxes, Freight on Board (FOB) the depots in the Toronto area, of asphalt cement grade PG 58-28 or equivalent. One index will be used to establish and calculate the payment adjustment for all grades. As of July 2006 the price index for each month will reflect the average of the same month's prices and will be published on the last day of the month and be retroactively applied to Hot Mix Asphalt (HMA) laid in the same month.

A price adjustment per tonne of asphalt cement (AC) will be established for each month in which paving occurs when the price index for the month differs by \$15.00/tonne from the AC price index for the month prior to the tendering opening. When the price index differential is less than \$15.00/tonne, there will be no payment adjustment for that month. Payment adjustments due to changes in the price index are independent of any other payment adjustments made to the hot mix tender items. Harmonized Sales Tax (HST) adjustment should be applied to the adjustment (either way).

The payment adjustment per tonne will apply to the quantity of asphalt cement in the hot mix accepted into the work during the month for which it is established. The payment adjustment for the month will be calculated by the following means:

- .1 When AC Prices are Rising by more than \$15.00/tonne the payment adjustment to be paid to the Contractor is the result of subtracting the price index for the month, prior to the tender opening, from the price index in effect when paving takes place, minus the \$15.00 float, multiplied by the number of tonnes of Performance Graded Asphalt Cements (PGAC) incorporated in the mix(es), as determined by the job mix formula. HST on the adjustment will be included.

- .2 When AC Prices are Falling by more than \$15.00/tonne the payment adjustment made in favour of the Owner is the result of subtracting the price index in effect when paving takes place, plus the \$15.00 float from the price index for the month prior to the tender opening, multiplied by the number of tonnes of PGAC incorporated in the mix(es) by the job mix formula. HST on the adjustment will be included.

The quantity of asphalt cement includes all grades of new asphalt cement supplied by the Contractor with and without polymer modifiers. For each month in which a payment adjustment has been established, the quantity of the escalation/de-escalation will be calculated using the hot mix quantity accepted in the work and its corresponding asphalt cement content as required by the job mix formula. The Recycled Asphalt Product (RAP) component of the job mix formula shall not be included.

Example 1 – AC Prices Increasing

PGAC 64-28 specified, 3,000 tonnes of HL3 @ 5.2% AC (156.0 tonnes AC)  
The effective Price Index on July 17, 2006 on tender opening is \$433.80  
(June 2006/tonne (PGAC 58-28))  
The applicable Price Index as published on August 31, effective for the  
August 17 – 24, 2007 actual paving dates, is \$504.00/tonne (PGAC 58-28)

Payment adjustment to be paid to the Contractor:  
[( $\$504.00 - \$15.00$ ) -  $\$433.80$ ] x 156 tonnes  
AC =  $\$55.20$  x 156 tonnes AC =  $\$8,611.20 + 13\%$  HST

Example 2 – AC Prices Decreasing

PGAC 58-28 specified, 4,500 tonnes of HL8 @ 4.6% AC (207.0 tonnes AC)  
The effective Price Index on May 5, 2007 on tender opening is \$508.60  
(April 2007)/tonne (PGAC 58-28)  
The applicable Price Index, as published on October 31,  
effective for the October 11 – 18, 2007 actual paving dates, is  
 $\$451.35$ /tonne (PGAC 58-28).

Payment adjustment to be credited to the Owner:  
[ $\$508.60 - (\$451.35 + \$15.00)$ ] x 207 tonnes AC =  $\$42.25$  x 207 tonnes  
AC =  $\$8,745.75 + 13\%$  HST

#### 40. SUBSTANTIAL PERFORMANCE

The Consultant shall determine when the project can be declared substantially complete based on the definition as set out in the Construction Lien Act. A Certificate of Substantial Performance will then be issued and published in a construction trade publication and/or the Daily Commercial News all in compliance with the Construction Lien Act.



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**41. 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 Town or on a Force Account Basis. Such work must be authorized by the Town prior to any work having been completed and executed in accordance with the Engineer's instructions.

**42. GEOTECHNICAL INFORMATION**

No current Geotechnical Reports are available.

**43. REFUSE AND RECYCLING PICKUP**

The Contractor will liaise with The Corporation of the Town of Amherstburg Environmental staff to ensure that there is ready access for the pickup of refuse and recycled material. If required, the Contractor will move the material to a mutually agreed upon pick up location.

Note that exceptions may occur following holidays and other special events. The Contractor shall be aware of those instances.

**44. SHOP DRAWINGS**

The Contractor shall submit four (4) copies of shop drawings to the Consultant for review. Prior to submission, the Consultant and the Contractor shall review shop drawings and satisfy themselves that they are in accordance with the Contract Documents.

Shop drawing submissions shall be made prior to the fabrication/construction of the item.

**45. PRE-CONSTRUCTION SURVEY ON EXISTING DWELLINGS, STRUCTURES AND UTILITIES**

The Contractor shall retain a Professional Appraiser, Surveyor or Engineer to carry out a survey of the existing dwellings, structures and utilities, which may be affected by the culvert works before commencing construction on the site.

Existing condition of dwellings, structures and utilities shall be surveyed and examined. If necessary, photographs and/or video shall be taken.

It is the Contractor's responsibility to follow any recommendation from the Appraiser, Surveyor or Engineer to protect the existing dwellings, structures and utilities from damage by sewer construction.

Submit a copy of survey report including photographs and/or video tapes to the Consultant.

Payment for the pre-construction survey shall be full compensation for supplying all labour, equipment and material required to perform the work of pre-construction surveyors specified and shall be included in the lump sum price quoted in the Form of Tender.



**SPECIAL PROVISIONS**

FOR

**2016 CULVERT REHABILITATION PROGRAM  
PWD-RD-2016-007**

**SPECIAL PROVISIONS  
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## SPECIAL PROVISIONS

The Contractor shall note that the following are the Specific Contract Provisions, which will be indicated in Column 2 of the Schedule of Quantities.

### 1. DIVERSION

#### .1 General

The drawings and approvals for this project shall form the basis for this item.

#### .2 Scope

All labour, equipment and materials required to carry out the work as specified herein. Supply and install all equipment and cofferdams as defined in the contract. Price will also include cost to remove all elements at completion. All equipment, cofferdams and arranging must be kept in good order at all times. Contractor is to submit shop drawings defining equipment, methodology and layout for diversion prior to commencing any work.

#### .3 Measurements

No measurements will be made for this item.

#### .4 Payment

Payment will be made at the appropriate lump sum price bid in the Form of Tender.

### 2. PROJECT SIGNS

#### .1 General

OPSS 706 shall apply and govern except as amended and/or extended herein.

#### .2 Scope

The Contractor shall supply, erect and maintain project notification signage starting one week prior to construction. Signs shall be posted clearly showing the construction schedule.

#### .3 Measurement

Measurement for payment of this item will be made on a unit basis.

**.4 Payment**

Payment will be made at the Unit Price bid in the Form of Tender.

**3. CONSTRUCT AND MAINTAIN DETOUR, SIGNING AND BARRICADES**

**.1 General**

The contents of contract drawings shall apply and govern.

**.2 Scope**

This work consists of all material, equipment and labour required to supply, place, relocate and maintain signs for the duration of the Contract; safely route traffic to alternate roadways; provide sufficient barricades to prevent access to the site.

The Contractor shall supply, place, relocate and maintain signs for traffic control for the duration of the contract. The Contractor shall also be responsible for the full and proper removal of the detour, barricades and signage upon completion of the project.

**.3 Measurement**

No measurements will be made for this item.

**.4 Payment**

Payment will be made at the appropriate lump sum price bid in the Form of Tender.

**4. ENVIRONMENTAL PROTECTION**

**.1 General**

The contents of Section 29 of the General Special Provisions and all permit requirements shall apply and govern.

**.2 Scope**

This work consists of all material, equipment and labour required to provide for the environmental protection as defined within the contract, permit approval documents and governing legislation inclusive of dust control as deemed necessary by the Contractor and/or Consultant.



**.3 Measurement**

No measurements will be made for this item.

**.4 Payment**

Payment will be made at the appropriate lump sum price bid in the Form of Tender.

**5. CLEARING AND GRUBBING**

**.1 General**

OPSS 201 shall apply and govern except as amended and/or extended herein.

**.2 Scope**

Cut, remove and dispose of trees and other vegetation within the area of construction. Do not remove stumps. This item shall also include the disposal of surface debris such as broken concrete, blocks, pipes, bricks, miscellaneous building materials, etc., off of the site.

The Contractor shall take great care to ensure that the cutting, trimming and removal of riparian vegetation is kept to the minimum necessary to allow access for personnel, equipment and materials required to perform the work. Where practicable, clearing operations shall be performed by hand. The Contractor shall meet with the Consultant prior to commencing clearing operations to assess the vegetation and determine the preferred access path in order to prevent no more than one third (1/3) of the existing riparian vegetation to be affected by construction activities.

The Contractor shall exercise the utmost caution to ensure the protection of trees during construction activities. If trees are damaged or mistakenly removed due to the construction activities, the Contractor shall be assessed the monetary value of the trees, as determined by the Consultant.

The Contractor shall trim any trees which have been damaged by construction in an effort to preserve the trees. This work shall be performed by a professional tree service approved by the Owner and hired by the Contractor.

**.3 Measurement**

Measurement shall be made on a per site visit basis.

**.4 Payment**

Payment will be made at the appropriate unit rate price bid in the Form of Tender.

**6. REMOVE EXISTING PAVEMENT**

**.1 General**

Ontario Provincial Standard Specification No. 510 shall apply and govern this work except as extended or amended herein.

**.2 Scope**

This work shall consist of all labour, equipment and materials required to remove and dispose of existing pavement and base off-site at an appropriate disposal area arranged for by the Contractor at his own expense.

**.3 Measurement**

Measurement for payment of this item will be made in square metres of plan area.

**.4 Payment**

Payment will be made at the Unit Price bid in the Form of Tender.

**7. REMOVE EXISTING ROAD BASE**

**.1 General**

Ontario Provincial Standard Specification No. 510 shall apply and govern this work except as extended or amended herein.

**.2 Scope**

This work shall consist of all labour, equipment and materials required to remove and dispose of existing base off-site at an appropriate disposal area arranged for by the Contractor at his own expense.

**.3 Measurement**

Measurement for payment of this item will be made in cubic metres of material.

**.4 Payment**

Payment will be made at the Unit Price bid in the Form of Tender.

**8. SAWCUTTING OF ASPHALT**

**.1 General**

The contract drawings shall form the basis for this work

**.2 Scope**

This work shall consist of all material, equipment and labour required to sawcut the asphalt pavements as noted on the contract documents.

**.3 Measurement**

Measurements for this item will be made in metres of length.

**.4 Payment**

Payment will be made at the appropriate unit price bid in the Form of Tender.

**9. EARTH EXCAVATION AT EXISTING STRUCTURE LOCATIONS**

**.1 General**

The Contract Drawings shall apply and govern this work.

**.2 Scope**

This work shall consist of all material, equipment and labour required to carry out all earth excavation for footings and wing walls, complete all grading, filling and off-site disposal of material.

The Contractor shall excavate all materials down to approved subgrade within the limits of the footings and wing walls and other structures noted as directed on the Contract Drawings. The subgrade shall be heavily proof-rolled prior to placing the granular base material to determine the presence of soft spots. The Consultant reserves the right to order the Contractor to sub-excavate unsuitable materials below the subgrade.

Any excavated material temporarily stockpiled on-site shall be stockpiled away from the Drain and shall be protected with silt fencing on the down-gradient side.

**.3 Measurement**

No measurement shall be made for this item.

**.4 Payment**

Payment will be made at the appropriate lump sum price bid in the Form of Tender.

**10. REMOVAL AND DISPOSAL OF EXISTING STRUCTURES**

**.1 General**

Section 34 of the General Special Provisions and the Contract Drawings shall apply and govern this work.

**.2 Scope**

This work shall consist of all material, equipment and labour required to carry out removal and proper disposal of the existing structures, including but not limited to the Culvert and associated retaining structures. The Contractor shall be responsible to identify an appropriate location to dispose of the structure(s).

**.3 Measurement**

No measurement shall be made for this item.

**.4 Payment**

Payment will be made at the appropriate lump sum price bid in the Form of Tender.

**.3 Measurement**

No measurement shall be made for this item.

**.4 Payment**

Payment will be made at the appropriate lump sum price bid in the Form of Tender.



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## 11. PIPE CULVERT END TREATMENT

The contract drawings and OPSS 511 shall apply and govern.

### .2 Scope

This work shall consist of all material, equipment and labour required to supply and install a geotech fibre where indicated on the Contract Drawings. Work will also include all earth works (cuts, fills, clay plug, grading) to provide needed slope. Also, supply and install a layer of rip rap over fabric where end of pipe conditions require such treatment as reported on the drawings.

### .3 Measurement

Measurements for payment of this item shall be defined by each location.

### .4 Payment

Payment will be made at the Unit Price bid in the Form of Tender.

## 12. CULVERT PIPE

### .1 General

Ontario Provincial Standard Specification No. 401 and 421 shall apply and govern this work except as extended or amended herein.

### .2 Scope

This work shall consist of all material, equipment and labour required to supply, install and backfill the new pipe culverts as defined on the Contract Drawings. Price shall also include for preparation and submission of engineered shop drawings for the culvert sealed by a Professional Engineer licensed in the Province of Ontario. Price of engineering must be carried in values provided. Price shall also include for coatings, tees, elbows, bedding and backfill.

All work up to underside of road base and finished grade at all other locations shall be considered covered under this section.

### .3 Measurement

No measurement shall be made for this item.

### .4 Payment

Payment will be made at the appropriate lump sum price bid in the Form of Tender.

---

### 13. CSP CATCHBASIN AND MANHOLES

#### .1 General

Ontario Provincial Standard Specification No. 401 and 407 shall apply and govern this work except as extended or amended herein.

#### .2 Scope

This work shall consist of all material, equipment and labour required to supply, install, and backfill the new catchbasin and manholes as defined on the Contract Drawings. Price shall also include for coatings, bedding and backfill.

All work up to finished grade shall be considered covered under this section.

#### .3 Measurement

No measurement shall be made for this item.

#### .4 Payment

Payment will be made at the appropriate lump sum price bid in the Form of Tender.

### 14. CONCRETE RETAINING STRUCTURE

#### .1 General

Ontario Provincial Standard Specification No. 401 and 904 shall apply and govern this work except as extended or amended herein.

#### .2 Scope

This work shall consist of all material, equipment and labour required to supply and install, construct and backfill all new retaining walls as defined on the Contract Drawings. Price shall also include for preparation and submission of reinforcing shop drawings for the wall structures.

#### .3 Measurement

No measurement shall be made for this item.

#### .4 Payment

Payment will be made at the appropriate lump sum price bid in the Form of Tender.

---

**15. RIP RAP AND FABRIC**

**.1 General**

The contract drawings and OPSS 511 shall apply and govern.

**.2 Scope**

This work shall consist of all material, equipment and labour required to supply and install a geotech fibre where indicated on the Contract Drawings. Work will also include all earth works (cuts, fills, clay plug, grading) to provide needed slope. Also, supply and install a layer of rip rap over fabric as defined on drawings.

**.3 Measurement**

Measurements for payment of this item shall be defined by each location.

**.4 Payment**

Payment will be made at the Unit Price bid in the Form of Tender.

**16. REWORK AND CLEAN DRAIN**

**.1 General**

The Contract Drawings and the drainage act shall apply and govern.

**.2 Scope**

This work shall consist of all material, equipment and labour required to perform all earth work to clean and rework the existing drain to a profile consistent with the up and down stream as defined on the Contract Drawings.

**.3 Measurement**

No measurement shall be made for this item.

**.4 Payment**

Payment will be made at the appropriate lump sum price bid in the Form of Tender.

**17. SELECTED GRANULAR BASE COURSE**

**.1 General**

Ontario Provincial Standard Specification No. 1010 and 314 shall apply and govern this work except as extended or amended herein.

**.2 Scope**

This work shall consist of all material, equipment and labour required to supply, haul and place Granular “A” base course; water and compact Granular “A” base course. This work shall also include full reinstatement of granular roadways to finished elevations.

The Contractor shall supply, place and compact Granular “A” base course material to the depths and dimensions shown on the Contract Drawings or as otherwise directed by the Consultant. Gradation of Granular “A” Base Course shall **strictly adhere** to OPSS Standard Specification 1010.

**.3 Measurement**

Measurement for payment of this item shall be determined in tonnes.

**.4 Payment**

Payment will be made at the Unit Price bid in the Form of Tender.

**18. HOT MIX ASPHALT**

**.1 General**

OPSS 310, 1003 and 1150 shall apply and govern except as amended and/or extended herein.

**.2 Scope**

This work shall consist of all labour, equipment and materials for the installation of hot mix asphalt for bridge reconstruction. Use HL3 Base and Surface Coat hot mix, hot laid asphalt to OPSS 310. Do not use reclaimed asphalt pavement. Submit mix design for approval by the Consultant. The asphalt cement added to all mix types shall be performance grade asphalt cement, PGAC 58-28. Samples of asphalt will be taken during paving operations by the testing agency. Compaction tests will be carried out at the cost of the Owner. Should the sample quality, placement or compaction test fail, the Contractor will be responsible for all costs associated with corrective measures and additional testing requirements.

**.3 Measurement**

Measurement shall be made in tonnes for this item.

**.4 Payment**

Payment will be made at the Unit Price bid in the Form of Tender.



**19. RESTORATION**

**.1 General**

Sections 39 and 40 of the General Special Provisions shall apply and govern.

**.2 Scope**

This work shall consist of all material, equipment and labour required to restore the site and surrounding affected areas to equal or better conditions from that which was originally found on site inclusive of bank and channel restoration and all other recommendations noted in the Contract Documents.

**.3 Measurement**

No measurement shall be made for this item.

**.4 Payment**

Payment will be made at the appropriate lump sum price bid in the Form of Tender.

**APPENDIX A**

**FOR**

**2016 CULVERT REHABILITATION PROGRAM  
PWD-RD-2016-0007**

## **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 Bonds, as specified in Information to Tenders, Section 5 – Submission Envelope.

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: **2016 CULVERT REHABILITATION PROGRAM  
PWD-RD-2016-007**

CLOSING: **Thursday, March 24, 2016  
11:00 a.m. (local time)**

**THIS PORTION TO BE COMPLETED BY TOWN OF AMHERSTBURG**

RECEIVED DATE: \_\_\_\_\_ RECEIVED TIME: \_\_\_\_\_ RECEIVER'S INITIALS: \_\_\_\_\_ SUBMITTER'S INITIALS: \_\_\_\_\_



**APPENDIX B**

FOR

**2016 CULVERT REHABILITATION PROGRAM  
PWD-RD-2016-0007**

## **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:

- **Form of Tender T-1 to T-12, as indicated in Information to Tenders, Section 5 – Submission Envelope**
  - Contractor Identification Sheet – T-1
  - Tender Price - T-2
  - Tender Unit Price – T-3 to T-4
  - Name of Bonding Company – T-5
  - Sub-Contractors – T-6
  - Contractor's Qualifications and Experience – T-7
  - Equipment Statement – T-8
  - References – T-9 to T-10
  - Acknowledgement of Tender Documents and Addenda Received by Bidder – T-11
  - Acknowledgement if only one Tender is Received – T-12

SUBMITTED BY:

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# TENDER ENVELOPE 2

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

**ATTENTION: CLERKS DEPARTMENT**

**PROJECT: 2016 CULVERT REHABILITATION PROGRAM  
PWD-RD-2016-007**

**CLOSING: Thursday, March 24, 2016  
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RECEIVED DATE: \_\_\_\_\_ RECEIVED TIME: \_\_\_\_\_ RECEIVER'S INITIALS: \_\_\_\_\_ SUBMITTER'S INITIALS: \_\_\_\_\_

**APPENDIX C**

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

FOR

**2016 CULVERT REHABILITATION PROGRAM**  
**PWD-RD-2016-007**



## 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](http://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](mailto: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.

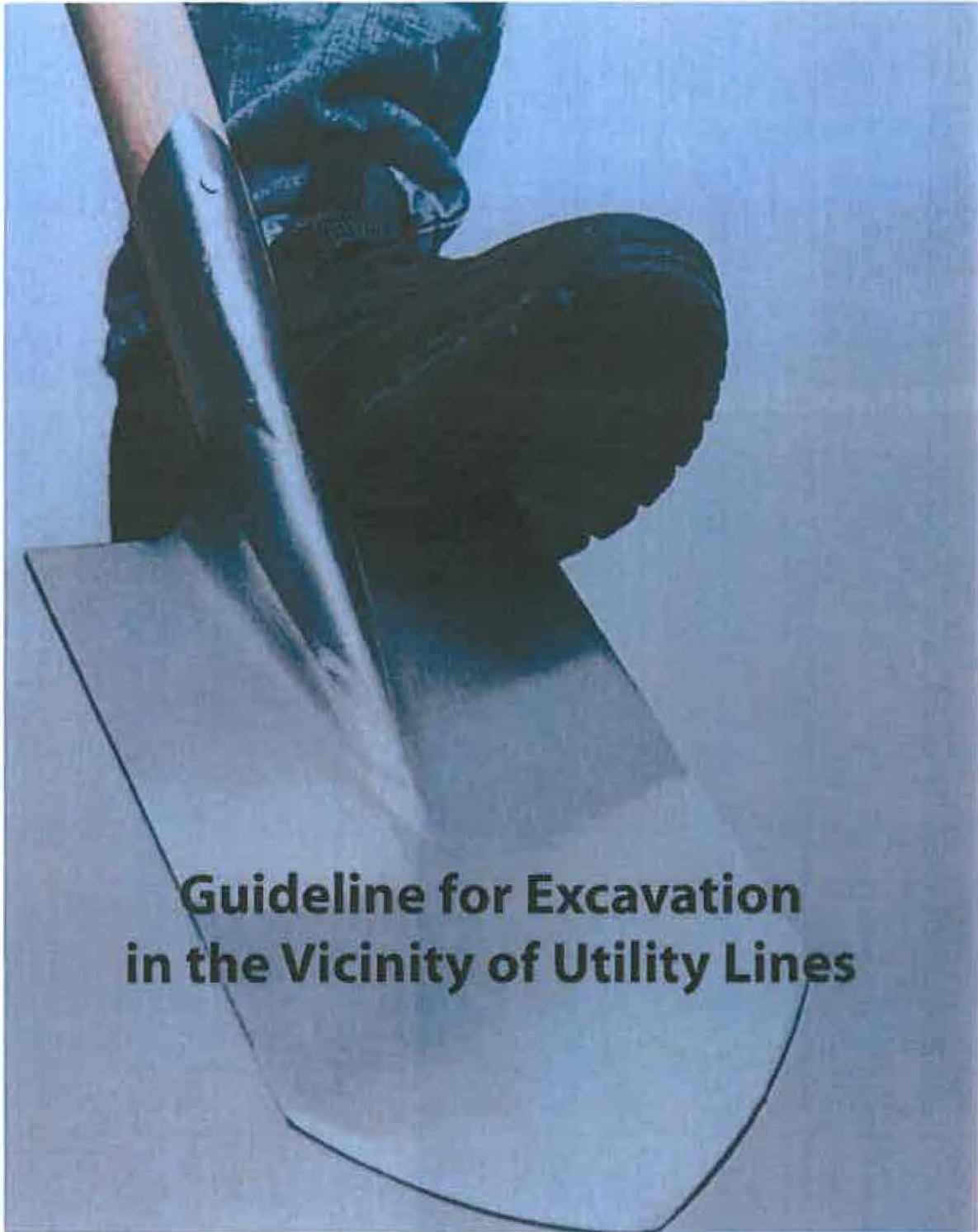
The Town may require a person with a disability to be accompanied by a support person while on Town premises in situations where it is necessary to protect the health or safety of the person with a disability or the health and safety of others on the premises.

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.



**APPENDIX D**

**GUIDELINE FOR EXCAVATION IN THE VICINITY OF UTILITY LINES**



# Guideline for Excavation in the Vicinity of Utility Lines



**Electrical  
Safety  
Authority**

Ontario Regulation 210/01 Oil and Gas  
Pipeline Systems  
Ontario Regulation 22/04 Electrical  
Distribution Safety  
December 2008







## Legal Disclaimer.

This document contains GUIDELINES ONLY to assist members of the industry in interpreting:

- Ontario Regulation 22/04 - Electrical Distribution Safety - made under subsection 113(1) of Part VIII of the *Electricity Act, 1998*
- Ontario Regulation 210/01 – Oil And Gas Pipeline Systems – made under the *Technical Standards and Safety Act, 2000*

These guidelines do not have the force of law. Where there is a conflict between these guidelines and any legislation or regulation which may apply, the relevant law prevails.

Retention Periods stated in the guidelines set out the minimum period for which referenced documents are to be retained. Each distributor needs to make its own assessment of the appropriate retention period for specific documents based on its assessment of risk factors and potential liability.

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## Definitions



**Abandoned utility lines** means those *utility lines* that have been identified by the *utility* in the *locate* as abandoned.

**Blanket Locate or Alternate Locate Agreement** means permission to excavate, subject to the terms and conditions outlined by a written agreement between the *Contractor* or *Excavator* and the *utility*.

**Boundary Limits** means the volume of soil contained by vertical planes placed 1.0 metre each side of the centre line of the marked *utility line* or 1.0 metre on either side of the marked limits of the underground structure.

**Contractor or Excavator** means the individual, partnership, corporation, public agency, or other entity that digs, bores, trenches, grades, excavates or breaks ground with mechanical equipment or explosives in the vicinity of a *utility line*.

**Hand dig** means to excavate using a shovel with a wooden or insulated handle, not including picks, bars, stakes or other earth piercing devices. Please note that Regulations requiring a *locate* include hand digging applications.

**Hydrovac** means the use of pressurized water or compressed air to loosen soil and a vacuum system to remove it.

## Definitions



**Live** means:

- a) electrically connected to a source of voltage difference or electrically charged so as to have a voltage different from that of the earth,
- b) connected to a source of fuel under the *Technical Standards and Safety Act, 2000*.

**Locate** means identification on the ground of the position of the *utility line(s)* based on records or electronic locating equipment and includes provision of necessary documentation such as a locate sheet.

**Mechanical Excavation** means boring or open cut excavation by means of mechanical excavating equipment such as powered excavator, earth mover, earth piercing equipment including hand held augers, picks, bars, stakes or any other device that may damage the *utility line*. Please note that Regulations requiring a locate include hand digging applications.

**Utility** means the individual, partnership, corporation, public agency, or other entity that is licensed to operate an electric distribution system under the *Ontario Energy Board Act* or a pipeline under the *Technical Standards and Safety Act, 2000*.

**Utility line** means those facilities operated by a *utility* through which gas or electric energy is conveyed and includes pipe, cables, and other directly related equipment and components such as switches, valves, meters and supporting structures.





## Guideline for Excavating

### 1.0 General Conditions

- 1.1 All work shall be carried out in accordance with:
- (a) The *Occupational Health and Safety Act (OH&S)* and Regulations which apply under this Act including Regulations for Construction Projects; and
  - (b) as appropriate,
    - (i) the *Technical Standards and Safety Act, 2000* and Ontario Regulation 210/01 Oil and Gas Pipeline System and other regulations which apply under this Act; and / or
    - (ii) the *Electricity Act, 1998* and the Ontario Regulation 22/04 Electrical Distribution Safety Regulation and other regulations which apply under this Act.
- 1.2 The guidelines, procedures and requirements described herein are prepared in the interest of safety to the general public, the workers carrying out the excavation, and the prevention of damage to *utility lines* and property.
- 1.3 The *Excavator* shall assume that all *utility lines* are *live* unless otherwise expressly identified by the *utility* on the *locate*.

## Guideline for Excavating



### 2.0 Locate Request

- 2.1 Prior to excavation the person responsible for the work shall contact "Ontario One Call" at the telephone or facsimile numbers listed in Table 1 below, or the *utility*, and request a *locate* of *utility lines* in the areas where excavation will be taking place. The *Excavator* must receive the *locate* as described in Section 3.0 prior to commencing any excavation.

Table 1:

Ontario One Call	
Telephone	1-800-400-2255
Fax	1-800-400-8876

**Note:** Not all *utilities* belong to Ontario One Call. If you are planning to excavate in an area not serviced by Ontario One Call please contact the local municipality for information on *utilities* in that area and contact the *utility* directly for *locate* requests.

- 2.2 Subject to entering into an agreement with an *Excavator*, the *utility* may provide that *Excavator* with a *blanket locate*.
- 2.3 If removing asphalt but not road base or underlying structure a *locate* is not required.

**Note:** *Locates* are required for sidewalk removal.



## Guideline for Excavating

- 2.4 The *Excavator*, when requesting a locate, shall provide the *utility* with relevant information describing the location where the work will take place, the expected time when the work will begin, the scope of the work, the nature of the work, the expected duration, the name address and telephone number of the *Excavator*, and the name of the *Excavator's* site representative.
- 2.5 Except in emergency situations, requests for stakeouts or *locate* information should be made as early as possible, and at least 5 working days in advance.
- 2.6 Except in cases of emergency, or where the response for the *locate* request has been agreed with the *Excavator*, the *utility* shall make every reasonable effort to respond to notification requests and provide *locates* within 4 working days of receiving the notification, and 5 working days during peak times.
- 2.7 In emergency situations, requests for *locate* information shall be provided by the *utility* as soon as possible.



## Guideline for Excavating

### 3.0 Locates

- 3.1 The *utility* shall provide information using labeled stakes, flags, and/or highly visible paint marks (See section 11.0 for colour code) continuously or at regular intervals on the surface of the ground. The markings should clearly indicate the centre line of the *utility line* and the limits of underground structures, where applicable, in the defined area of the proposed excavation.
- 3.2 The *utility* shall also provide a diagram describing the *locate* information to the person who requested the *locate* or when requested to the *Contractor's* site representative at the time of the *locate*. The diagram should indicate in clear legible terms the *locate* information including additional clarifications, dimensions from fixed objects, orientation, and any unusual depths, if known.
- 3.3 When requested by either party, the *utility* and the *Excavator* shall meet on site to confirm details of the excavation and the location of the *utility line*.
- 3.4 Where there are no *utility lines* in the defined area of the proposed excavation the *utility* may provide verbal confirmation to the *Excavator*. Written confirmation will be provided on request.





## Guideline for Excavating

### 4.0 Locate Boundaries and Accuracy

- 4.1 The *Excavator* shall not excavate outside the area covered by the *locate* request without first obtaining a further *locate*.
- 4.2 *Locate* accuracy shall be considered to be 1 metre on either side of the surface centre line *locate* or 1 metre on either side of the marked limits of the underground structure, unless the *locate* instructions specifically indicate other *boundary limits*.
- 4.3 Irrespective of the depth of the *utility line*, the *Excavator* must not use mechanical excavating equipment to dig within the *boundary limits* to expose the *utility line*.

### 5.0 Duration

- 5.1 The *utility* shall indicate the expiry date (normally 30 days) on the *locate* form or diagram and the *utility* contact phone number.
- 5.2 Stakes or markings may disappear or be displaced. *Excavators* shall not rely on expired *locates*. Where delays occur beyond the period specified in 5.1 or where the *locate* markings become unclear, a new *locate* must be requested by the *Excavator*.
- 5.3 Where the *utility* has ascertained that no changes have taken place since releasing the *locate* information and the *locate* markings are still clear, the *utility* may provide a new expiry date in writing.



## Guideline for Excavating

### 6.0 Hydrovac Excavation

- 6.1 With prior agreement of the *utility*, *hydrovac* may be used as an alternative to *hand digging*.
- 6.2 For detailed procedures for using *hydrovac* excavation in the vicinity of pipelines see Appendix 5.
- 6.3 For detailed procedures for using *hydrovac* excavation in the vicinity of electric distribution lines see the E&USA Safe Practice Guide "*Excavating with Hydrovacs in the Vicinity of Underground Electrical Plant*".

### 7.0 Initial Exposure

- 7.1 At no time, with the exception of 2.3, should an *Excavator* use *mechanical excavation* within the *boundary limits* of the *locate* without first *hand digging* test holes to determine the exact centre line and depth of cover of the *utility line*.
- 7.2 Where the proposed excavation is to be parallel and within the *boundary limits* of a *utility line*, the *Excavator* shall expose the *utility line* by *hand digging* a series of test holes along the entire route at regular intervals. The separation between test holes shall not exceed 4.5 metres.
- 7.3 Test holes may be excavated by one of the following methods:
  - (a) *mechanical excavation* may be used to dig test holes immediately outside of the *boundary limits* and then *hand digging* used laterally until the *utility line* is found;

or

## Guideline for Excavating



- (b) A combination of *hand digging* and *mechanical excavation* as follows:
  - (i) *hand digging* between the *boundary limits* of the *locate* in cuts of at least 0.3 metre (1 foot) in depth,
  - (ii) *mechanical excavation* could then be used to widen the hand dug trench to within 0.3 metre (1 foot) of the depth of the *hand digging*,
  - (iii) repeat step (i) and (ii) until the *utility line* is located.

### 7.4

- (a) Concrete saws, jackhammers, hand tools or other similar equipment may be used to break concrete or asphalt on a road or sidewalk surface.
- (b) With the exception of 2.3 and 7.3, mechanical excavating equipment should only be used to remove broken asphalt or concrete.
- (c) Concrete below the road and sidewalk surface layers may have *utility lines* encased therein and should not be removed without consultation with the *utility*.

7.5 The *Excavator* shall dig additional test holes where the *utility* has identified changes in alignment or in elevation.

7.6 Where the *utility line* cannot be located following the procedures described above, the *Excavator* shall contact the *utility* for assistance with the *locate*.



## Guideline for Excavating

### 8.0 Excavating After Test Holes Are Completed

- 8.1 Where test holes in an area have been completed and the *utility line* located, *mechanical excavation* may take place provided the following procedures are used:
- (a) wherever possible, mechanical excavating equipment should be operated parallel to the direction of the *utility line* when the excavation is within 1 metre of the *utility line*; and
  - (b) *mechanical excavation* must not be used closer than 0.3 metre (1 foot) in any direction to the *utility line*;
  - (c) excavation within 0.3 metre (1 foot) in any direction of the *utility line* must be carried out by *hand digging*;
- 8.2 Prior to initiating any blasting activities in proximity of *utility lines* Excavators must obtain specific guidelines from the *utilities*.
- 8.3 Specific instructions for *utility lines* needing support must be obtained from the *utilities*. The *Excavator* will install temporary support acceptable to the *utilities* that is adequate to prevent any deflection or damage to the *utility line*. (for an electric utility sample see Appendix 4).
- 8.4 Temporary support shall remain in place until the backfill material underneath the structure has cured or it has been compacted adequately to restore support.
- 8.5 Under no circumstances shall an *Excavator* attempt to move *utility lines*. Where such a need arises during excavation, the *Excavator* shall contact the *utilities* to make the necessary arrangements.





## Guideline for Excavating

### 9.0 Backfilling Trenches

- 9.1 Where trenches are to be backfilled, the following requirements should be followed:
- (a) backfilling should be performed in such a manner as to provide firm support under the *utility lines*; and
  - (b) the trench must be backfilled with clean fill or granular material free of material injurious to the *utility lines*
  - (c) where flooding of gas *utility* trenches is done to consolidate the backfill, care must be exercised so that the gas line is not floated from its firm bearing on the ditch bottom.
  - (d) backfilling should be performed without using tamping equipment directly on exposed *utility lines* and using extra caution around electric cable splices.

### 10.0 Unidentified and Abandoned Distribution Lines

- 10.1 Where a *utility line* is found during excavation that was not identified by the *utility*, but within the area covered by the *locate*, the *Excavator* shall never assume the line is an abandoned *utility line*. The *Excavator* shall immediately contact the *utility* as appropriate, to determine if the line is abandoned or *live*.
- 10.2 Excavations in the vicinity of *abandoned utility lines* shall not be subject to the guidelines in Section 8.0.

**Note:** In circumstances where a *locate* shows an *abandoned utility line* the *utility* should clearly state on the *locate* form that the *utility line* is abandoned.

# Guideline for Excavating



## 11.0 Colour Coding

Markings on stakes, streets and sidewalks must be "Safety Yellow" for gas lines and highly visible "Safety Red" paint for electric distribution lines

COLOUR	TYPE OF FACILITY/INDICATOR	MUNSELL NOTATIONS
Red	Electric - Powerlines, Cables, Conduit & Lighting cables	Safety Red 7.5R 4.0/14)
Yellow	Gas, Oil, Steam, Petroleum, Compressed air, Gases and other hazardous liquid or gaseous materials	Safety Yellow 5.0Y 8.0/12)
Blue	Potable water	Safety Blue 2.5PB 3.5/10)
Orange	Communications - Alarm, Cable TV, Signal lines, Cables & Conduit	(Safety Orange 5.0YR 6.0/15)
Green	Sewers & Drain lines	(Safety Green 7.5G 4.0/9)
Purple	Reclaimed/treated water, irrigation & Slurry lines	
Pink	Temporary survey markers	
White	Proposed excavation	

## 12.0 Procedure When Damage Occurs

- 12.1 If damage to the *utility line* occurs, including damage to the coating, the *Excavator* shall leave the *utility line* exposed, barricade the area and contact the *utility* immediately.
- 12.2 If gas is escaping from a gas pipeline, shut off vehicles or equipment, remove or extinguish all ignition sources, barricade the area off, and keep public and workers away. Call 911 and the Gas *utility* immediately. No attempt should be made to control the escaping gas.



## Guideline for Excavating

12.3 If there are any flames or sparks originating from the exposed electric distribution line or other works, barricade the area off, and keep public and workers away. Call 911 and the Local Electric Distribution *utility* immediately.

**Note:** In no case shall the *Excavator* attempt to control or make repairs to the damaged *utility line* or equipment.

### 13.0 Acts and Regulations

A copy of the relevant sections of Acts and Regulations are attached as appendices.

Appendix 1: The *Technical Standards and Safety Act, 2000* and the *Ontario Regulation 210/01 Oil and Gas Pipeline Systems*.

Appendix 2: The *Ontario Energy Board Act*

Appendix 3: *Ontario Regulation 22/04 "Electrical Distribution Safety"*.

Appendix 4: Guideline for Temporary Support of Electric Distribution Lines across the Trench

Appendix 5: Procedures for using hydro-excavation machines in the vicinity of Pipelines.

## Appendix 1



### Sections of the *Technical Standards and Safety Act*:

#### Offences

37. (1) Every person who,
- (a) contravenes or fails to comply with any provision of this Act, the regulations or a Minister's order;
  - (b) knowingly makes a false statement or furnishes false information under this Act, the regulations or a Minister's order;
  - (c) contravenes or fails to comply with a term or condition of an authorization;
  - (d) contravenes or fails to comply with an order or requirement of an inspector or obstructs an inspector,

is guilty of an offence and on conviction is liable to a fine of not more than \$50,000 or to imprisonment for a term of not more than one year, or to both, or, if the person is a body corporate, to a fine of not more than \$1,000,000.

2000, c. 16, s. 37 (1).

#### Duty of director or officer

- (2) Every director or officer of a body corporate has a duty to take all reasonable care to prevent the body corporate from committing an offence under subsection (1). 2000, c. 16, s. 37 (2).

#### Offence

- (3) Every director or officer of the body corporate who has a duty under subsection (2) and who fails to carry out that duty is guilty of an offence and on conviction is liable to a fine of not more than \$50,000 or to imprisonment for a term of not more than one year, or to both. 2000, c. 16, s. 37 (3).





## Appendix 1 (cont'd)

### Separate offence

- (4) Where a person contravenes any of the provisions of this Act, the regulations, a Minister's order or any notice or order made under them on more than one day, the continuance of the contravention on each day shall be deemed to constitute a separate offence. 2000, c. 16, s. 37 (4).

### Administrative penalty

- (5) A person against whom an administrative penalty has been levied by a designated administrative authority or, in the absence of such authority, by the Minister does not preclude a person from being charged with, and convicted of, an offence under this Act for the same matter. 2000, c. 16, s. 37 (5).

### Time limit

- (6) No proceeding in respect of an alleged offence under this Act may be commenced after two years following the date on which the facts that gave rise to the alleged offence were discovered. 2000, c. 16, s. 37 (6).

- 41.** Every contractor and employer shall take all reasonable precautions to ensure that they and their agents and employees comply with this Act, the regulations or a Minister's order.



## Appendix 1 (cont'd)

### Sections of the Oil and Gas Pipeline Systems Regulation:

#### Ascertaining pipeline locations

9. (1) No person shall dig, bore, trench, grade, excavate or break ground with mechanical equipment or explosives without first ascertaining from the licence holder the location of any pipeline that may be interfered with.

(2) The licence holder shall provide as accurate information as possible on the location of any pipeline within a reasonable time in all the circumstances.

#### No interference with pipeline

10. No person shall interfere with or damage any pipeline without authority to do so.

## Appendix 2



### Ontario Energy Board Act, Section V

#### Requirement to hold licence

57. Neither the OPA nor the Smart Metering Entity shall exercise their powers or perform their duties under the Electricity Act, 1998 unless licensed to do so under this Part and no other person shall, unless licensed to do so under this Part,

- (a) own or operate a distribution system;
- (b) own or operate a transmission system;
- (c) generate electricity or provide ancillary services for sale through the IESO-administered markets or directly to another person;
- (d) retail electricity;
- (e) purchase electricity or ancillary services in the IESO-administered markets or directly from a generator;
- (f) sell electricity or ancillary services through the IESO-administered markets or directly to another person, other than a consumer;
- (g) direct the operation of transmission systems in Ontario;
- (h) operate the market established by the market rules; or
- (i) engage in an activity prescribed by the regulations that relates to electricity. 1998, c. 15, Sched. B, s. 57; 2002, c. 1, Sched. B, s. 6; 2004, c. 23, Sched. B, s. 10; 2006, c. 3, Sched. C, s. 4.

#### Emergency

59. (1) Despite this Act, the Board may issue an interim licence authorizing a person to undertake any of the activities described in section 57 if the Board considers it necessary to do so to ensure the reliable supply of electricity to consumers. 1998, c. 15, Sched. B, s. 59 (1).

## Appendix 3



### **Ontario Regulation 22/04, "Electrical Distribution Safety"** **Section 10 Proximity to Distribution Lines**

- (1) Despite section 4 of CSA Standard C22.3, No. 1-01 Overhead Systems, a person may place an object closer to an energized conductor forming part of a system of overhead distribution lines than the required minimum separations from energized conductors forming part of such a system if the person first obtains an authorization from the distributor responsible for the energized conductor. O. Reg. 22/04, s. 10 (1).
  - (2) Despite sections 4 and 5 of CSA Standard C22.3, No. 7-94 Underground Systems (Reaffirmed 1999), a person may place an object closer to an energized conductor forming part of a system of distribution lines than the required minimum separations from energized conductors forming part of such system if the person first obtains an authorization from the distributor responsible for the energized conductor. O. Reg. 22/04, s. 10 (2).
  - (3) Before digging, boring, trenching, grading, excavating or breaking ground with tools, mechanical equipment or explosives, a Excavator, owner or occupant of land, buildings or premises shall, in the interests of safety, ascertain from the distributor responsible for the distribution of electricity to the land, building or premises the location of any distribution line that may be interfered with in the course of such activities. O. Reg. 22/04, s. 10 (3).
  - (4) The distributor shall provide reasonable information with respect to the location of its distribution lines and associated plant within a reasonable time. O. Reg. 22/04, s. 10 (4).
- Note: Section 10 came into force on November 11, 2004.



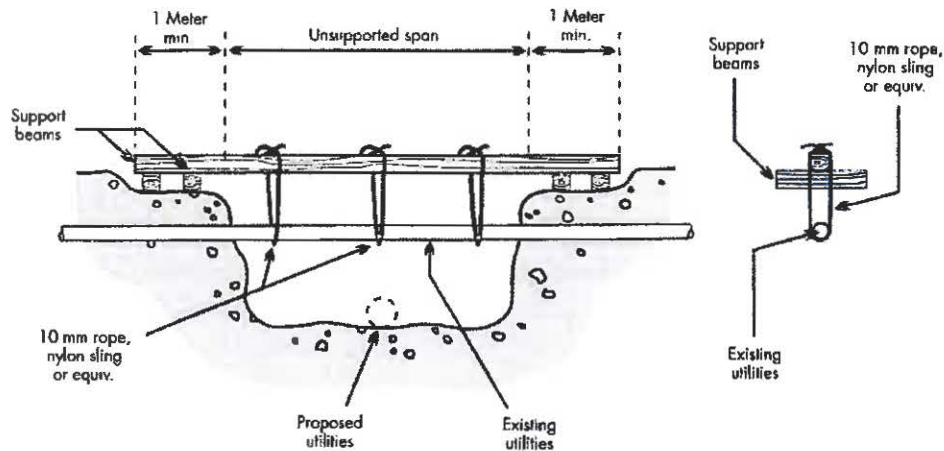
## Appendix 4



### Guideline for Temporary Support of Electric Distribution Lines across the Trench

1. When trenching beneath underground conduit systems a temporary support may be required to prevent deflection and damage to the electric distribution line.
2. Prior to trenching beneath the electric distribution line the Excavator is to install a temporary support if the unsupported span of conduit in the trench exceeds 1.0 meter in length. However, a support with closer spacing intervals may be required as identified below.

### TYPICAL TEMPORARY SUPPORT OF EXISTING UTILITIES CROSSING EXCAVATIONS



**NOTE:** Supporting procedures must be approved by local authorities  
Utilities such as cable may require additional support such as planking



Electrical & Utilities Safety Association, 2009



## Appendix 4 (cont'd)

3. **Concrete Encased PVC, Transite, or Fibre Conduit** must not be underexposed without adequate support. When temporary support is required, support beams and posts shall be placed in a manner that will prevent damage to the conduit and eliminate sag. The maximum span that the conduit is permitted to be supported in this manner is 2.0 metres and the spacing between supports shall not exceed 1.0 metre. The Excavator is to contact the distributor for special instructions if the distribution line is to be underexposed by more than 2.0 metres or if the conduit cross-section dimensions exceed 1.5 metres by 1.5 metres.
4. **Concrete Encased Clay Tile Conduit** must be supported at short-spaced intervals. Since the conduit can be damaged very easily, exposed conduit should be inspected by the distributor's representative when uncovered and again before backfilling. The maximum span that the conduit is permitted to be supported in this manner is 2.0 metres and the spacing between supports shall not exceed 0.6 metres. The Excavator is to contact the distributor for special instructions if the distribution line is to be underexposed by more than 2.0 metres or if the conduit cross-section dimensions exceed 1.5 metres by 1.5 metres.
5. **High Density Polyethylene (HDPE) and Direct Buried PVC Duct** are very flexible and must be continually supported with a set of pressure treated timbers consisting of 50 mm x 150 mm planks nailed together in a "V" formation. These timbers shall be placed under the cable and supported every 2.0 metres with vertical 100 mm x 100 mm timbers with a "V" notch at the top to hold the 50 mm x 150 mm planks in place. The conduit bundles must not be separated or displaced.



## Appendix 4 (cont'd)

6. Support is required when a trench is parallel to a distribution line and soil rupture or lateral movement of the soil may undermine the distribution line.
7. Table #1 shows the maximum allowed horizontal distances from the edge of the trench to the distribution line affected by the excavation. Shoring may be already in place if workers are to enter a trench excavation that is deeper than 1.2 metres.
8. In case the distributor's structure is closer than the maximum allowed distances given in Table 1, then the excavation shall be suitably shored to prevent movement of the conduit structure. The shoring shall remain in place until the backfill material has restored support. A sliding trench box does not provide adequate support.
9. Where the trench bottom is below the water table, the trench shall be suitably shored with close sheathing.

**TABLE #1**  
**Maximum Allowed Horizontal Distances from**  
**Distribution Line to Edge of Unshored Excavation**

Proposed Trench Depth (m)	Horizontal Distance Type 1 and 2 Soils Hard, Dry, Stiff (m)	Horizontal Distance Type 3 and 4 Soils Wet, Soft, Clay, or Sand (m)
Up to 1.2	0.6	0.6
Up to 2.4	1.0	1.0
Up to 3.6	1.0	2.0
Up to 4.5	1.5	3.0
Over 4.5	2.0	4.0



## Appendix 5



### **Procedures for using hydro-excavation machines to locate and expose pipelines as an alternative to hand digging.**

#### **Please note that this applies to pipelines only.**

For hydrovac excavation in the vicinity of electric distribution lines see the E&USA Safe Practice Guide *“Excavating with Hydrovacs in the Vicinity of Underground Electrical Plant”*

The following procedures shall be followed at all times when excavating with hydro-excavation technology within 1 m of gas plants.

1. Obtain locates prior to commencement of work. Only a competent, qualified worker shall operate hydro-excavation equipment.
2. The maximum water pressure to be used at any time with a straight tip nozzle<sup>1</sup> during excavation in public roads or easements shall be 17250 kPa (2500 psi). Below a depth of 45 cm (18”) the water pressure to be used at any time with a straight tip nozzle<sup>1</sup> during excavation shall be reduced to a maximum of 10350 kPa (1500 psi). All pressure measurements are to be taken at the hydro-excavation machine (truck, pump).
3. The maximum water pressure to be used at any time with a spinning tip nozzle<sup>2</sup> during excavation shall be 20684 kPa (3000 psi). When a spinning tip nozzle<sup>2</sup> is used, pressure measurements are to be permanently monitored using a calibrated device mounted on either the hydro-excavation machine (truck, pump) or the wand.



## Appendix 5 (cont'd)



4. The wand shall never remain motionless during excavation. Aiming directly at the plant shall be avoided at all times.
5. A distance of 20 cm (8") shall be maintained between the end of the pressure wand nozzle and the plant and / or subsoil. The nozzle shall never be inserted into the subsoil while excavating above the plant.
6. Only use hydro-excavation equipment and nozzles that have been specifically designed for use above buried gas lines or other reasonably expected underground gas plant.
7. A device capable of stopping the excavation on demand, such as a dead man trigger or valve, shall be installed on the wand.
8. If heated water is used during excavation, the temperature and pressure of the water shall never exceed 115 oF (45 oC) and 17250 kPa (2500 psi) respectively.
9. If damage to gas plant occurs while using hydro-excavation technology or any other method of excavation, the excavator shall contact the gas utility.

## Appendix 5 (cont'd)



### Notes:

1) Straight Tip Nozzle – A straight tip nozzle is a single orifice fitting that can be inserted into the end of the wand used with a hydro-excavation machine such that there is a single concentrated jet of water exiting from the tip of the nozzle.

2) Spinning Tip Nozzles – A spinning tip nozzle consists of a conically shaped housing that contains a single exit port (to facilitate the flow of liquid) as well as a rotor insert. The rotor insert has a series of blades such that when liquid is flowing through the nozzle, the rotor is forced to spin around the longitudinal axis of the the nozzle. The rotor insert also contains three or more channels that force liquid to flow in different pathways through the rotor insert to the tip of the rotor which, as a result of the high pressure liquid is forced into contact with the nozzle housing. The liquid flowing through the nozzle is dispersed through the tip of the nozzle housing in a conical shape, having an angle of not less than 20°.











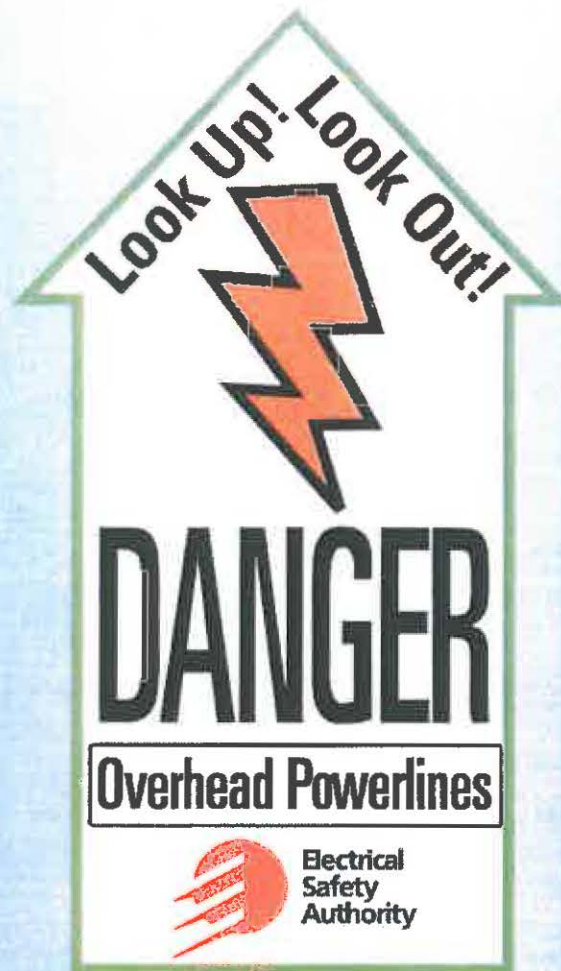
# **DIG SAFE**

## **Guideline Principles**

**Before beginning any excavation, the excavator should contact Ontario One Call or the utilities at least five working days before beginning excavation to request a locate.**

**The utility will make every reasonable effort to provide the locate within five working days during peak time and four working days at other times.**

**Emergency requests for locates will be provided as a soon as possible.**



For any questions or comments regarding local electric distribution utilities  
contact ESA

[www.esaeds.info](http://www.esaeds.info)

[utility.regulations@electricalsafety.on.ca](mailto:utility.regulations@electricalsafety.on.ca)

905-712-5655

For any questions or comments regarding local gas distribution utilities  
contact TSSA

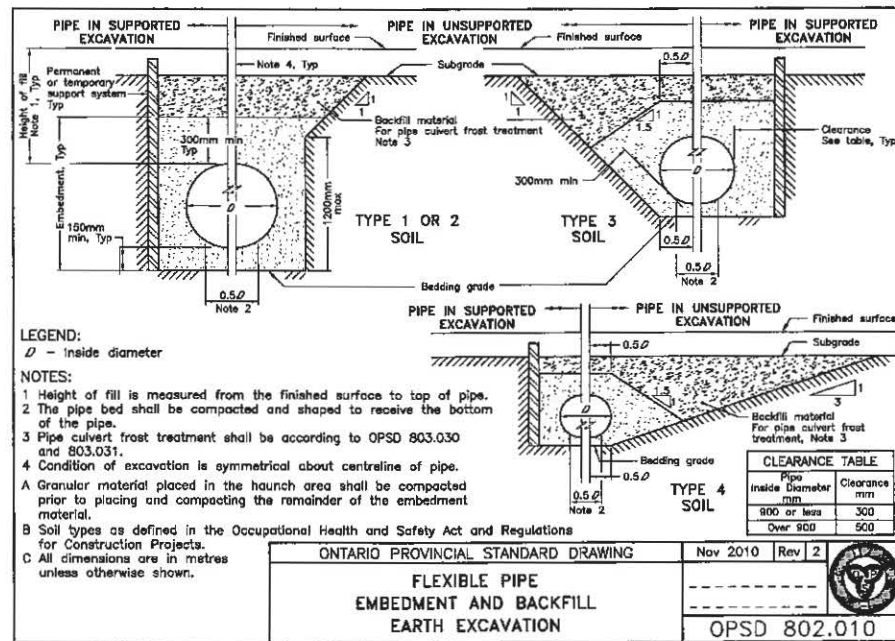
[www.tssa.org](http://www.tssa.org)

1-877-682-8772

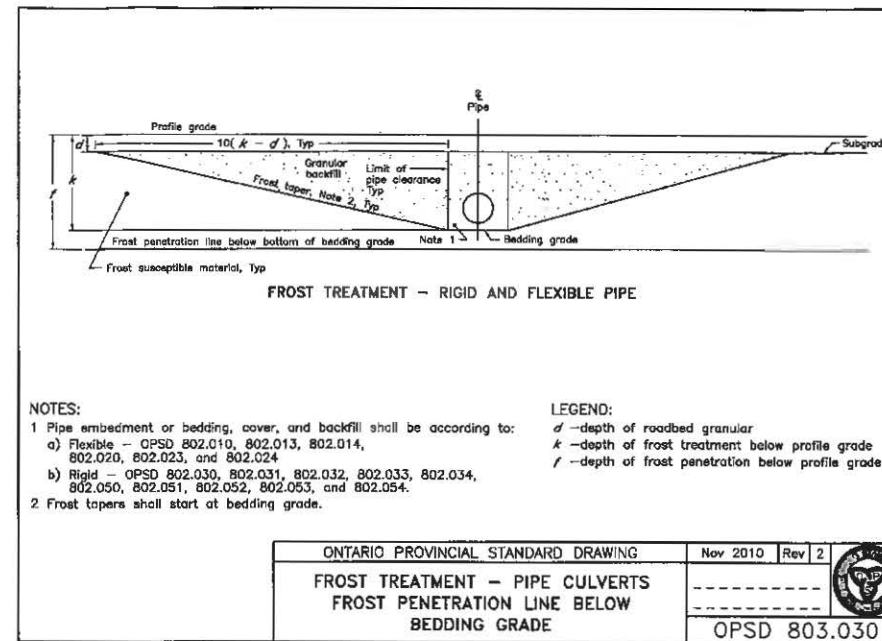




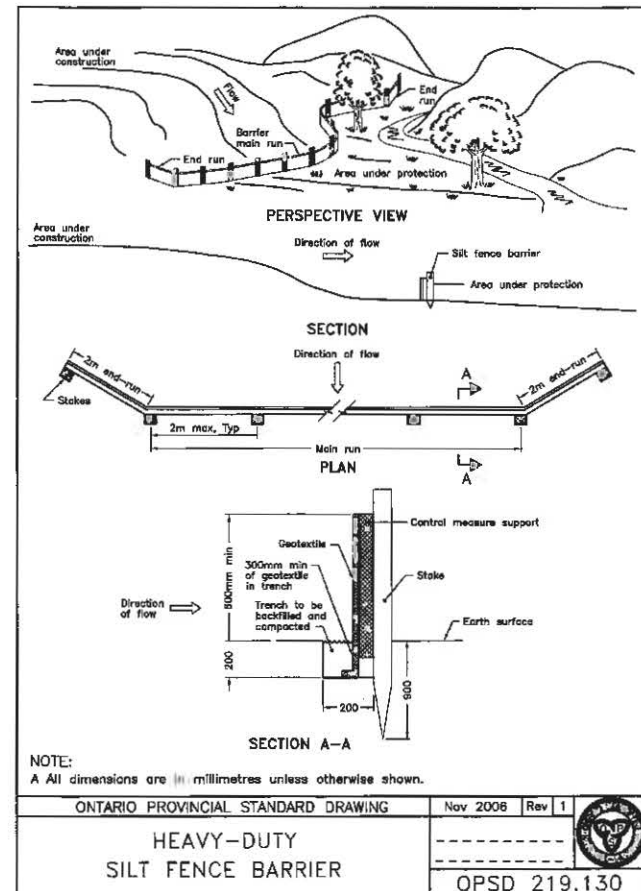




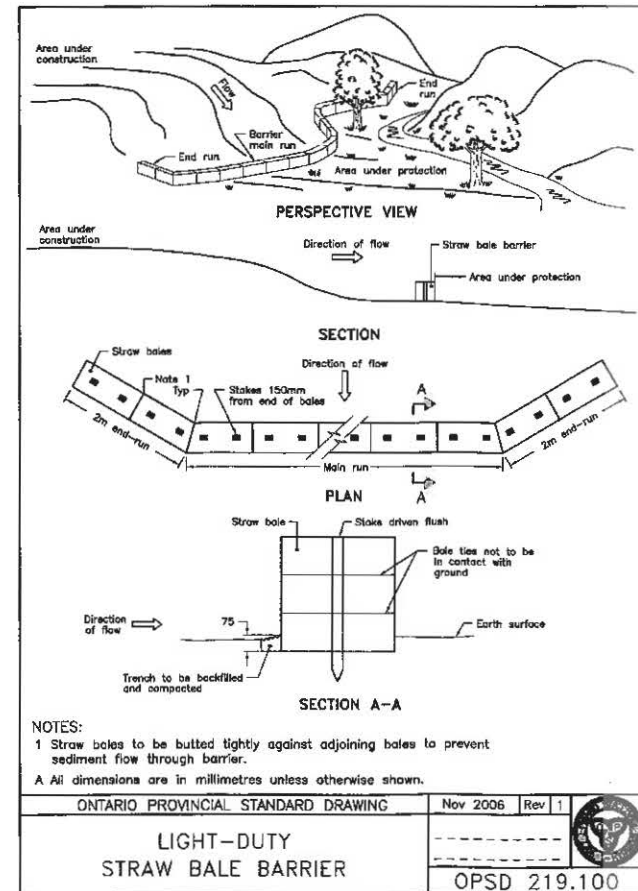
ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2010	Rev 2
<b>FLEXIBLE PIPE EMBEDMENT AND BACKFILL EARTH EXCAVATION</b>		
OPSD 802.010		



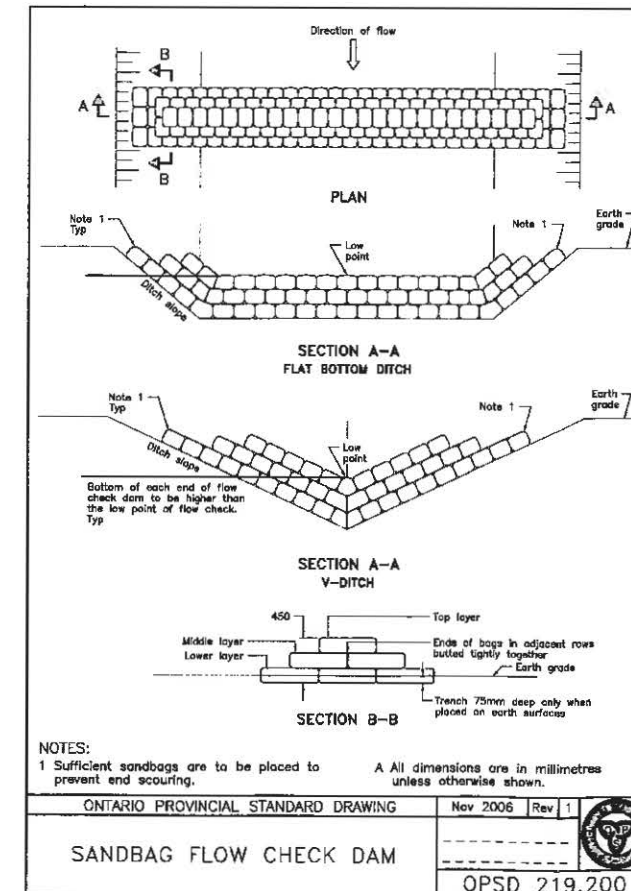
ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2010	Rev 2
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OPSD 803.030		



ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2006	Rev 1
<b>HEAVY-DUTY SILT FENCE BARRIER</b>		
OPSD 219.130		



ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2006	Rev 1
<b>LIGHT-DUTY STRAW BALE BARRIER</b>		
OPSD 219.100		



ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2006	Rev 1
<b>SANDBAG FLOW CHECK DAM</b>		
OPSD 219.200		



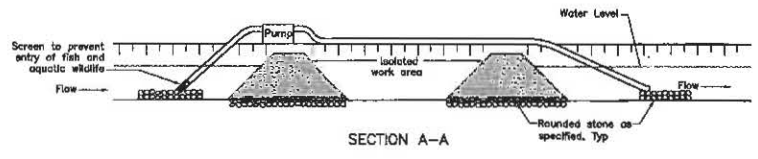
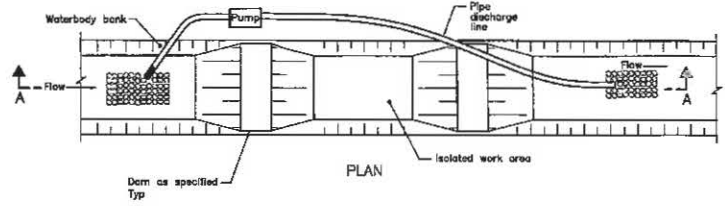
MAR 04, 2016	TENDER
MAY 28, 2016	CLIENT REVIEW
AUG 10/15	CLIENT REVIEW
JULY 9/15	CLIENT REVIEW
DATE	ISSUED FOR

PROJECT:  
**2016 CULVERT REHABILITATION PROGRAM**  
PWD-RD-2016-007

DWG. TITLE:  
**GENERAL DETAILS**

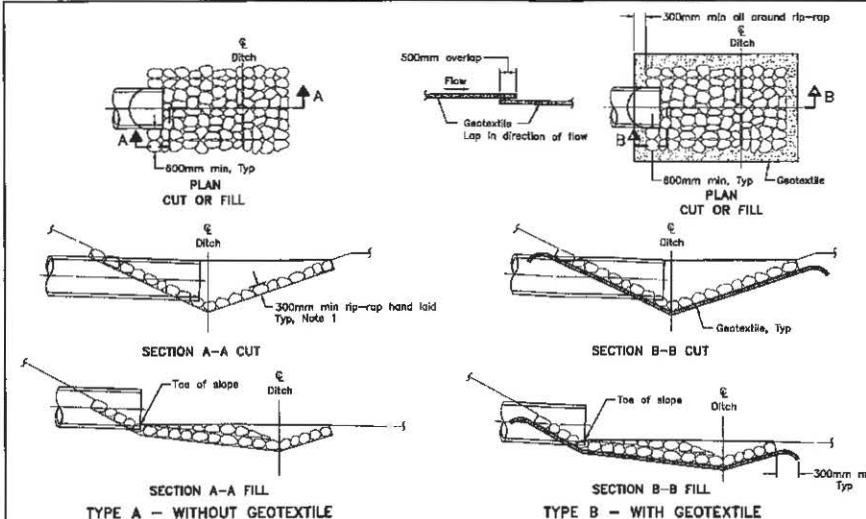
DATE	: AUGUST 2015
SCALE	: AS SHOWN
DESIGNED BY	: W.T.
DRAWN BY	: J.B. / A.I.
CHECKED BY	: M.M.
APPROVED BY	: W.T.
PROJECT NO.	: 15-125/126

DWG. NO.  
**SG-101**



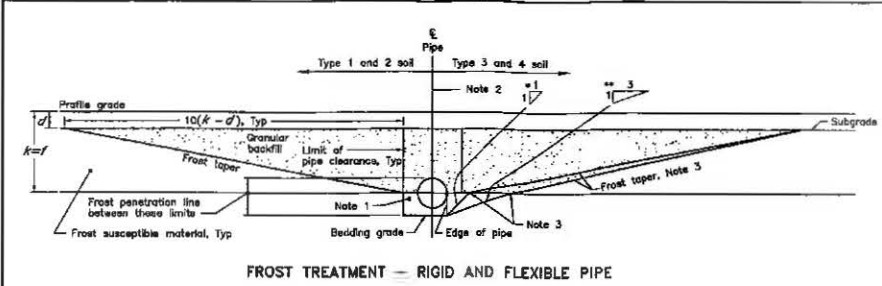
NOTE:  
A Schematic only.

ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2000	Rev 0
TEMPORARY WATER PASSAGE SYSTEM PUMPING AND PIPING		
		OPSD - 221.020



NOTE:  
1 The thickness of the rip-rap layer shall be at least 1.5 times the rip-rap mean diameter.  
A All dimensions are in millimetres unless otherwise shown.

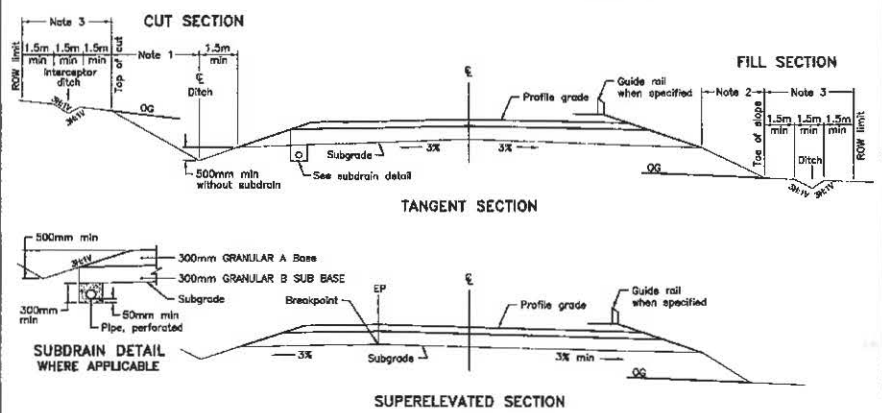
ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2007	Rev 1
RIP-RAP TREATMENT FOR SEWER AND CULVERT OUTLETS		
		OPSD 810.010



NOTE:  
1 Pipe embedment or bedding, cover, and backfill shall be according to:  
a) Flexible - OPSD 802.010, 802.013, 802.014, 802.020, 802.023 and 802.024  
b) Rigid - OPSD 802.030, 802.031, 802.032, 802.033, 802.034, 802.050, 802.051, 802.052, 802.053, and 802.054  
2 Condition of frost treatment symmetrical about centreline of pipe.  
3 Frost tapers shall start at the intersection of the 1H:1V or 3H:1V slope and the frost penetration line.

LEGEND:  
d - depth of roadbed granular  
f - depth of frost treatment below profile grade  
k - depth of frost penetration below profile grade  
\* - Type 3 soil  
\*\* - Type 4 soil

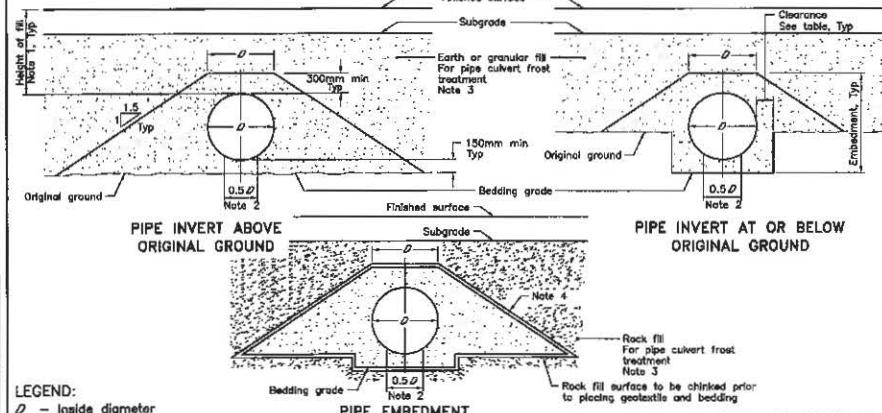
ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2010	Rev 3
FROST TREATMENT - PIPE CULVERTS FROST PENETRATION LINE BETWEEN TOP OF PIPE AND BEDDING GRADE		
		OPSD 803.031



NOTE:  
1 Cut slope shall be 3H:1V or steeper when specified.  
2 Fill slope shall be 3H:1V or flatter when specified.  
3 Distance shall be 1.5m minimum when ditch is not required.

A This OPSD to be read in conjunction with OPSD 202.010 and OPSD 202.020.  
B All dimensions are in metres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2009	Rev 2
EARTH/SHALE GRADING UNDIVIDED RURAL		
		OPSD 200.010



LEGEND:  
D - inside diameter

NOTE:  
1 Height of fill is measured from the finished surface to top of pipe.  
2 The pipe bed shall be compacted and shaped to receive the bottom of the pipe.  
3 Pipe culvert frost treatment shall be according to OPSD 803.030 and 803.031.  
4 Embedment material shall be wrapped in non-woven geotextile when specified.

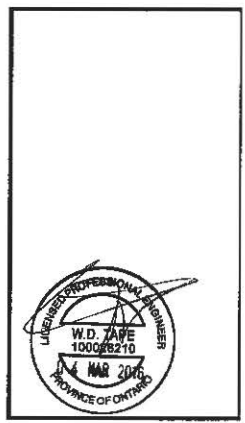
A Granular material placed in the haunch area shall be compacted prior to placing and compacting the remainder of the embedment material.  
B All dimensions are in metres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2010	Rev 2
FLEXIBLE PIPE EMBEDMENT IN EMBANKMENT ORIGINAL GROUND: EARTH OR ROCK		
		OPSD 802.014

Pipe Type	Corrugation Profile	Diameter	Min. Height of Fill	Area m <sup>2</sup>	Metal Thicknesses																
					1.8	2.0	2.5	3.5	4.2	3.0	4.0	5.0	6.0	7.0							
Round Corrugated Steel Pipe (Notes 1 and 2)	88 x 13mm	300	300	0.07	61.3	70.7															
		400	300	0.13	45.9	59.7															
		450	300	0.16	40.8	53.1															
		500	300	0.20	36.9	47.6	59.3														
		600	300	0.28	30.5	39.6	47.8														
		700	300	0.38	26.2	34.1	46.5														
		750	300	0.44	24.5	31.9	46.5														
		800	300	0.50	23.0	29.9	43.3														
		900	300	0.64	20.4	26.5	48.8														
		1200	300	0.79	16.4	22.9	34.7	44.0	53.6												
		1200	300	1.13	11.9	19.9	28.0	36.7	44.7												
		1400	300	1.54	8.9	15.9	23.3	31.0	37.0												
1500	300	1.77	7.9	14.3	21.2	28.2															
1800	300	2.01	6.9	12.4	18.1	24.4	29.8														
1800	300	2.54	5.4	10.0	15.5	23.9															
2000	350	3.14	4.4	8.1	12.9	18.9															
2200	300	1.13	11.9	19.9	28.0	37.6	45.6														
1400	300	1.54	8.9	15.9	23.3	32.2	39.2														
1500	300	1.77	7.9	14.3	21.2	28.1	36.6														
1600	300	2.01	6.9	12.4	18.1	25.2	34.3														
1800	300	2.54	5.4	10.0	15.5	22.9	30.5														
2000	350	3.14	4.4	8.1	12.9	22.5	27.5														
2200	400	3.80	3.6	6.6	11.1	16.1	20.5	26.0													
2400	400	4.50	3.0	5.6	10.0	14.8	18.8	23.9													
2700	450	5.73	2.3	4.3	10.1	15.7	20.3														
3000	500	7.07	1.7	3.4	11.3	16.4	17.5														
1000	300	1.77	7.9	14.3	21.2	27.2	33.2	39.1	49.8	60.6	70.6										
1600	300	2.16	6.6	11.1	16.1	20.5	26.0	31.7	38.3	45.0	54.6	63.6									
1810	350	2.58	5.4	9.8	14.3	18.1	22.9	28.1	34.4	41.3	50.1	58.5									
1970	350	3.04	4.4	8.1	12.9	16.1	20.5	25.2	31.0	37.6	45.6	53.0									
2120	400	3.54	3.6	6.6	11.1	14.3	18.1	22.9	28.1	34.4	41.3	50.1									
2280	400	4.07	3.0	5.6	10.0	12.9	16.1	20.5	25.2	31.0	37.6	45.6									
2430	450	4.96	2.3	4.3	10.1	12.9	16.1	20.5	25.2	31.0	37.6	45.6									
2690	400	6.28	1.7	3.4	11.3	12.9	16.1	20.5	25.2	31.0	37.6	45.6									
2740	500	5.91	1.7	3.4	11.3	12.9	16.1	20.5	25.2	31.0	37.6	45.6									

NOTE:  
1 Fill heights apply to galvanized, aluminumized type 2, or polymer coated round corrugated steel pipe.  
2 Refer to manufacturer for custom sizes. For custom sizes use next larger standard diameter for estimating maximum height of fill over pipe.  
3 Fill heights apply to galvanized round structural plate corrugated steel pipe.  
A Fill height values are based on the American Iron and Steel Institute design method.  
B This OPSD shall be read in conjunction with OPSD 802.010, 802.013, and 802.014.  
C All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2009	Rev 1
HEIGHT OF FILL TABLE ROUND CORRUGATED STEEL PIPE AND STRUCTURAL PLATE CORRUGATED STEEL PIPE		
		OPSD 805.010



MAR 04, 2016	TENDER
JAN 28, 2015	CLIENT REVIEW
AUG 10/15	CLIENT REVIEW
JULY 9/15	CLIENT REVIEW
DATE	ISSUED FOR

PROJECT:  
  
2016 CULVERT REHABILITATION PROGRAM  
  
PWD-RD-2016-007

DWG. TITLE:  
  
GENERAL DETAILS

DATE	: AUGUST 2015
SCALE	: AS SHOWN
DESIGNED BY	: W.T.
DRAWN BY	: J.B. / A.I.
CHECKED BY	: M.M.
APPROVED BY	: W.T.
PROJECT NO.	: 15-125/126

DWG. NO.  
SG-102





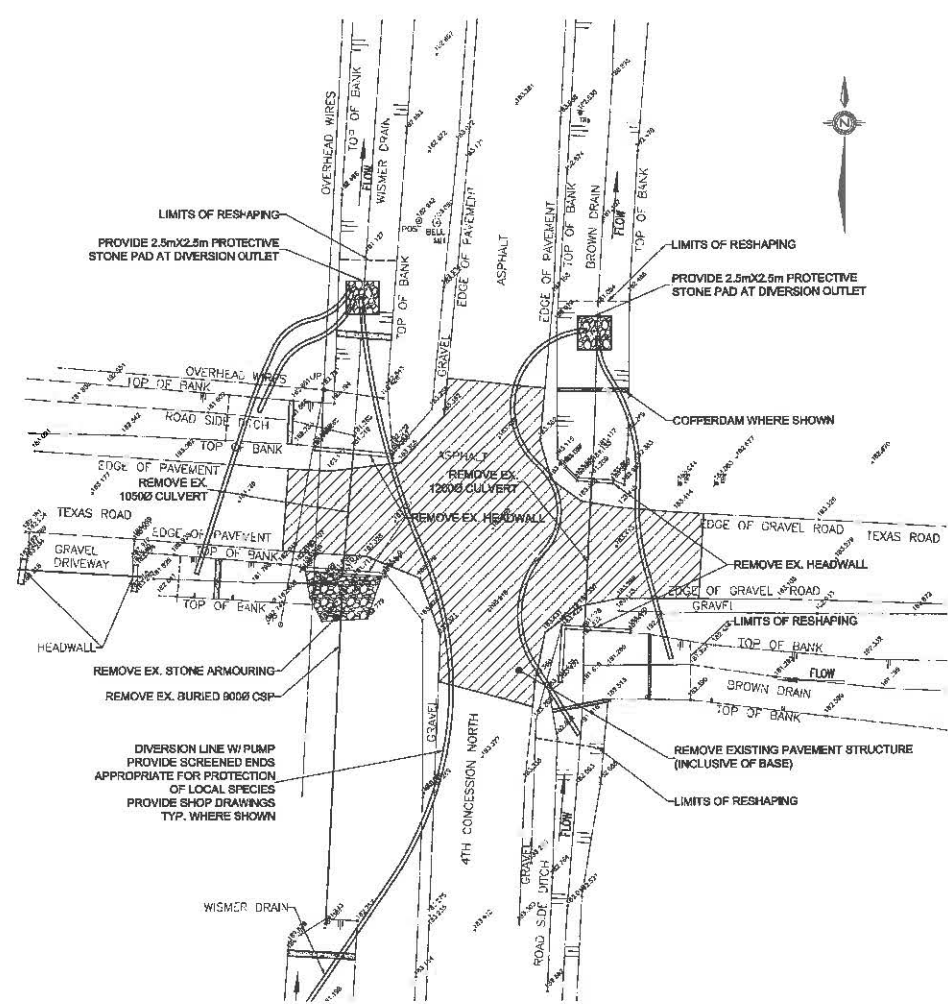
MAR 04/16	TENDER
JUN 28/16	CLIENT REVIEW
JUN 18/16	CLIENT REVIEW
AUG 10/15	CLIENT REVIEW
JULY 9/15	CLIENT REVIEW
DATE	ISSUED FOR

PROJECT :  
**2016 CULVERT REHABILITATION PROGRAM**  
PWD-RD-2016-007

DWG. TITLE :  
**CULVERT 41 & 42 PLANS AND SECTIONS**

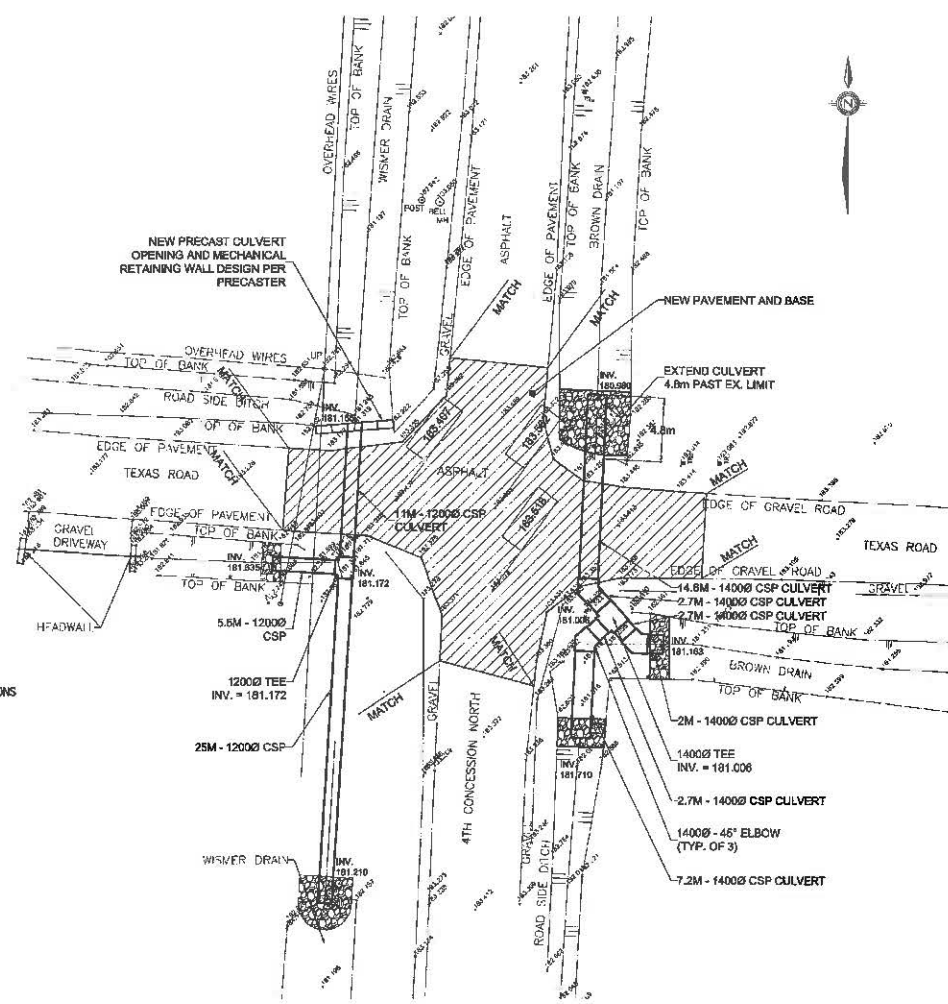
DATE	: JAN 2016
SCALE	: AS SHOWN
DESIGNED BY	: W.T.
DRAWN BY	: J.B. / A.I.
CHECKED BY	: M.M.
APPROVED BY	: W.T.
PROJECT NO.	: 15-125/126

DWG. NO.  
**S-41-200**

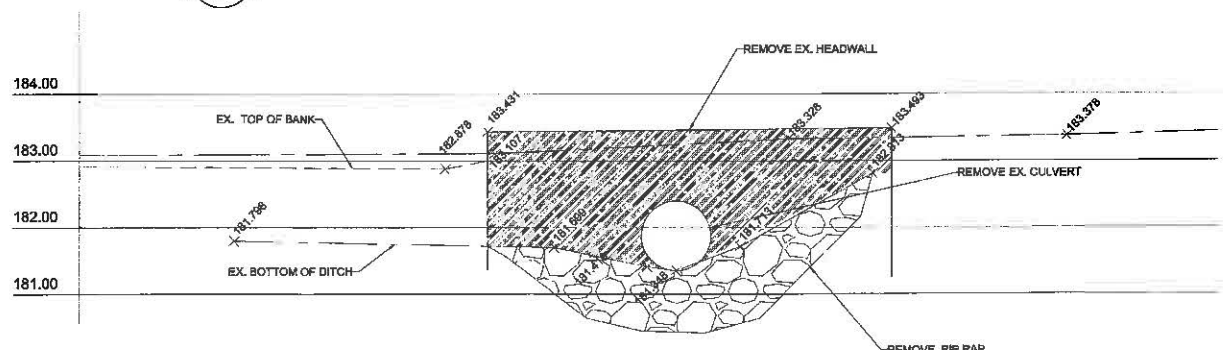


**1 EXISTING CONDITIONS**  
S-41-200 SCALE: 1=250

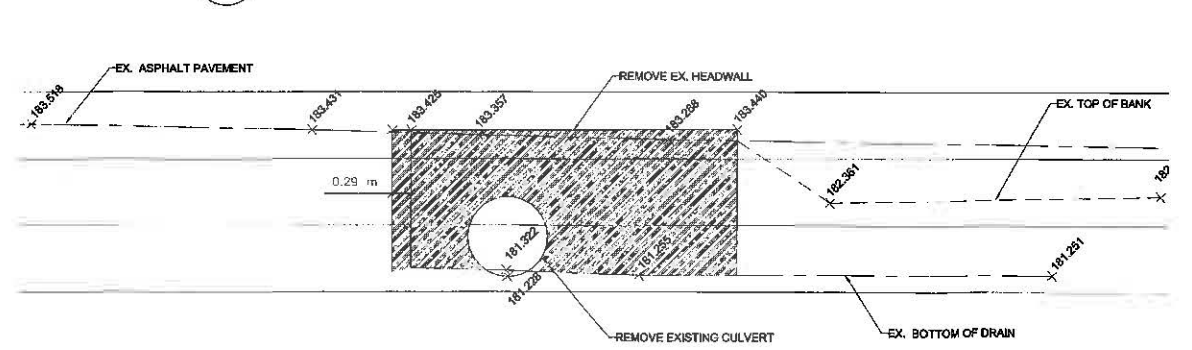
- DETAIN LOCATES FOR ALL SERVICES BEFORE COMMENCING WITH WORKS
- INSTALL ALL NECESSARY MEASURES TO PROTECT THE ENVIRONMENT PRIOR TO COMMENCING WORK. PROTECTIVE MEASURES MUST BE IN PLACE PRIOR TO STARTING. CHECK DAMS AND SILT FENCING PER OPSD DETAILS (REFER TO DETAILS)
- PROTECT PRIVATE PROPERTIES AROUND SITE. IF ACCESS TO THESE PROPERTIES IS REQUIRED G.C. WILL COORDINATE WITH PROPERTY OWNER
- TOP OF COPPERDAM: WATER LEVEL +300, BUT NOT TO EXCEED 182.815
- NOTES  
- REFER TO GENERAL DETAIL SHEETS  
- REFER TO APPLICABLE OPSD AND OPSD PROVISIONS  
- READ IN CONJUNCTION WITH 50-100



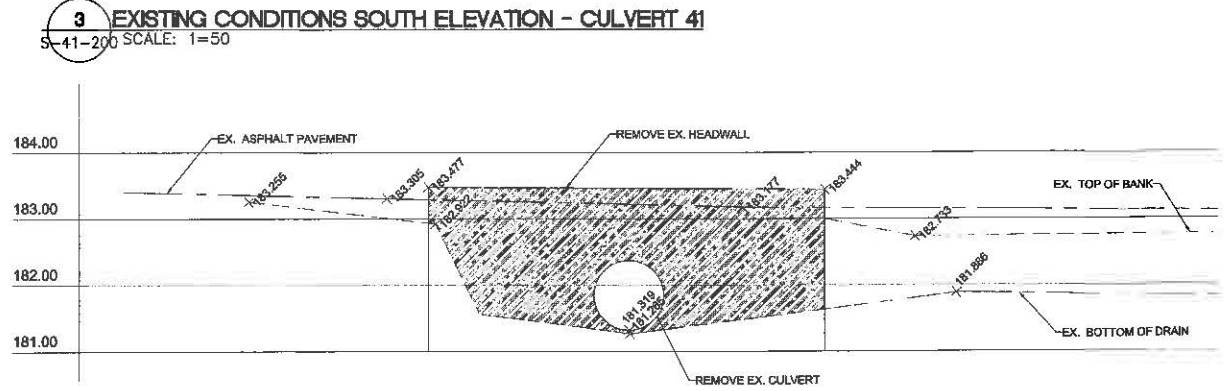
**2 PROPOSED CONDITIONS**  
S-41-200 SCALE: 1=250



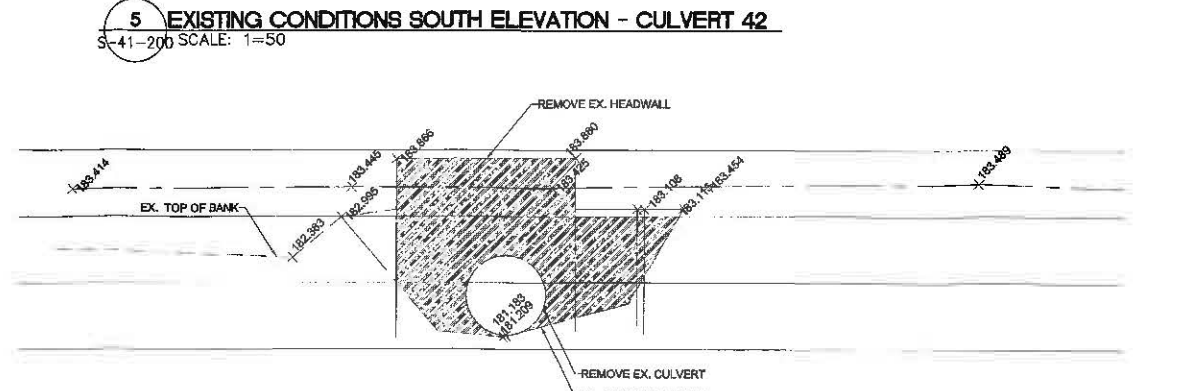
**3 EXISTING CONDITIONS SOUTH ELEVATION - CULVERT 41**  
S-41-200 SCALE: 1=50



**5 EXISTING CONDITIONS SOUTH ELEVATION - CULVERT 42**  
S-41-200 SCALE: 1=50



**4 EXISTING CONDITIONS NORTH ELEVATION - CULVERT 41**  
S-41-200 SCALE: 1=50

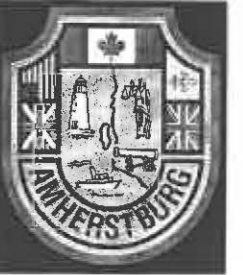


**6 EXISTING CONDITIONS NORTH ELEVATION - CULVERT 42**  
S-41-200 SCALE: 1=50









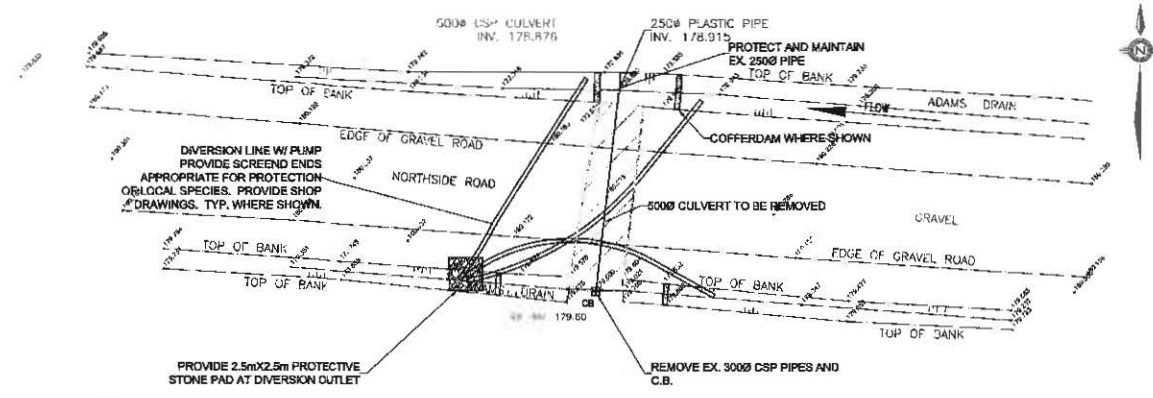
MAR 04/16	TENDER
JAN 28/16	CLIENT REVIEW
JAN 18/16	CLIENT REVIEW
AUG 10/15	CLIENT REVIEW
JULY 9/15	CLIENT REVIEW
DATE	ISSUED FOR

PROJECT:  
2016 CULVERT REHABILITATION PROGRAM  
PWD-RD-2016-007

DWG TITLE:  
CULVERT 64 PLANS AND SECTIONS

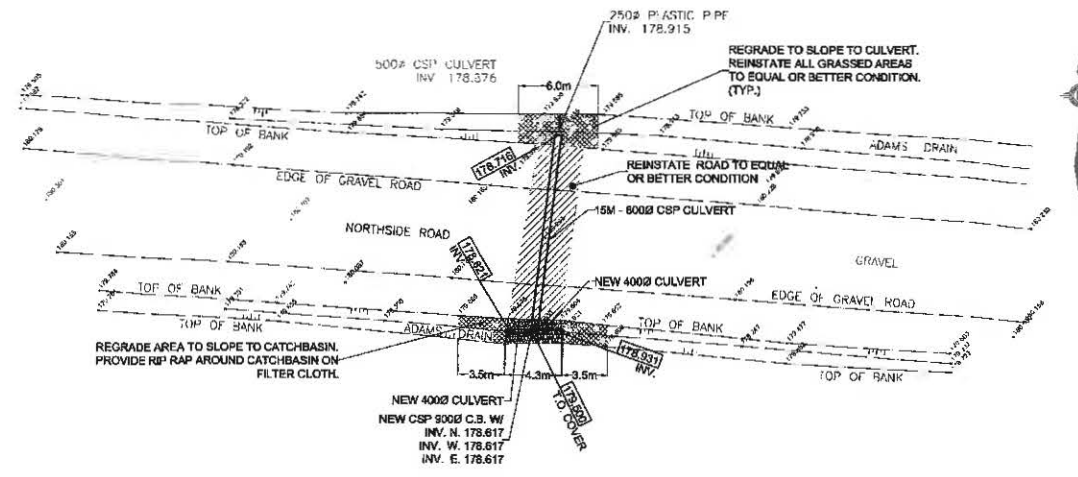
DATE	: JAN 2016
SCALE	: AS SHOWN
DESIGNED BY	: W.T.
DRAWN BY	: J.B. / A.I.
CHECKED BY	: M.M.
APPROVED BY	: W.T.
PROJECT NO.	: 15-125/126

DWG. NO.  
S-64-200

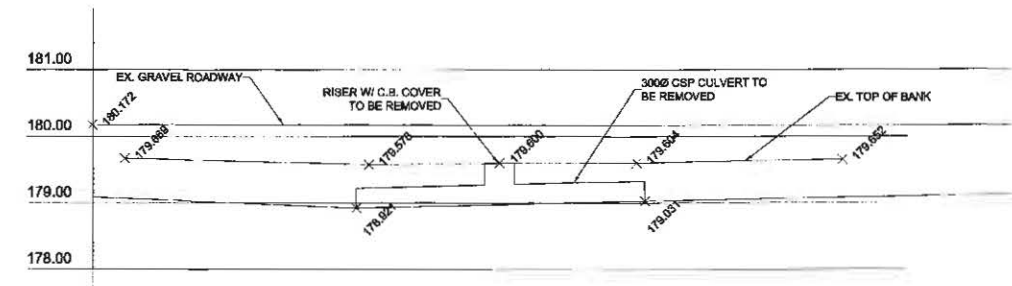


**1 EXISTING CONDITIONS**  
S-64-200 SCALE: 1=250

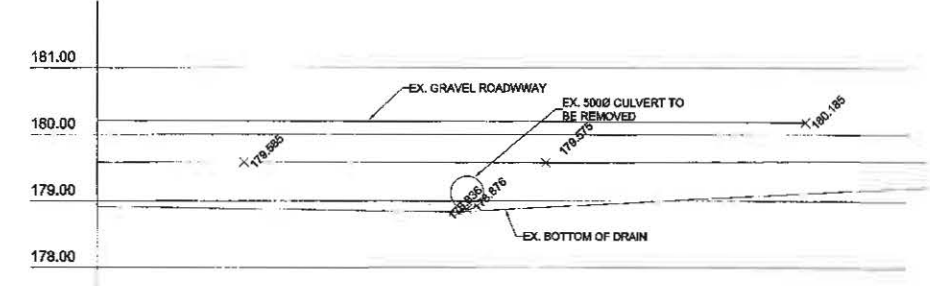
- OBTAIN LOCATES FOR ALL SERVICES BEFORE COMMENCING WITH WORKS
- INSTALL ALL NECESSARY MEASURES TO PROTECT THE ENVIRONMENT PRIOR TO COMMENCING WORK. PROTECTIVE MEASURES MUST BE IN PLACE PRIOR TO STARTING. CHECK DAMS AND SILT FENCING PER OPSD DETAILS (REFER TO DETAILS)
- PROTECT PRIVATE PROPERTIES AROUND SITE. IF ACCESS TO THESE PROPERTIES IS REQUIRED G.C. WILL COORDINATE WITH PROPERTY OWNER
- TOP OF COFFERDAM: WATER LEVEL +300, BUT NOT TO EXCEED 179.336



**2 PROPOSED CONDITIONS**  
S-64-200 SCALE: 1=250

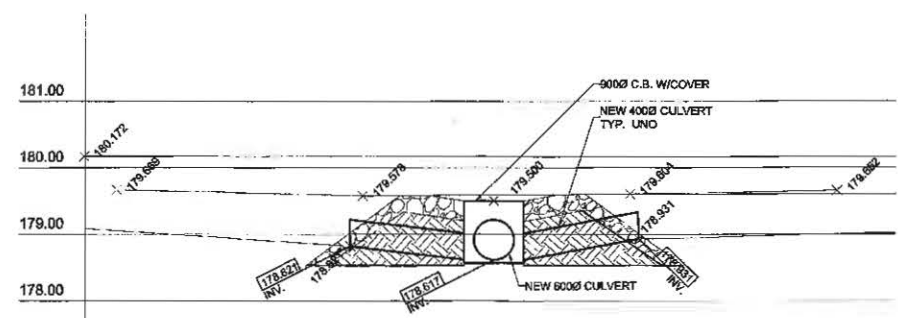


**3 EXISTING CONDITIONS SOUTH ELEVATION**  
S-64-200 SCALE: 1=50

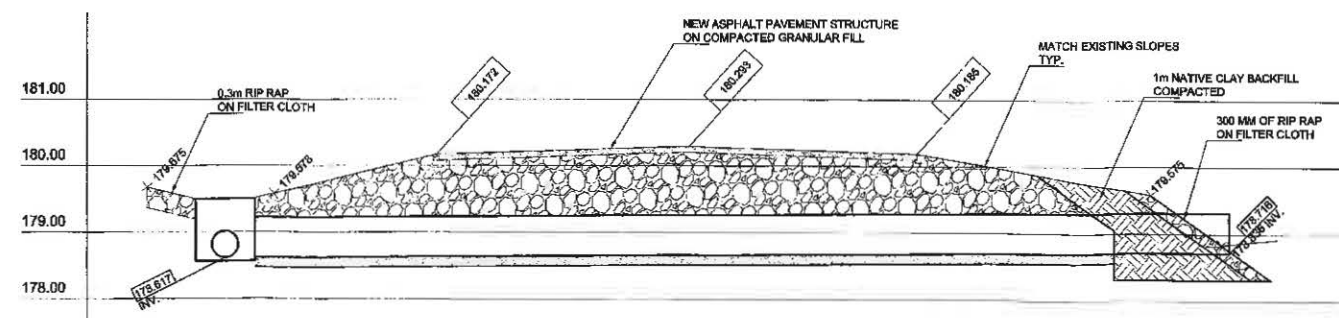


**4 EXISTING CONDITIONS NORTH ELEVATION**  
S-64-200 SCALE: 1=50

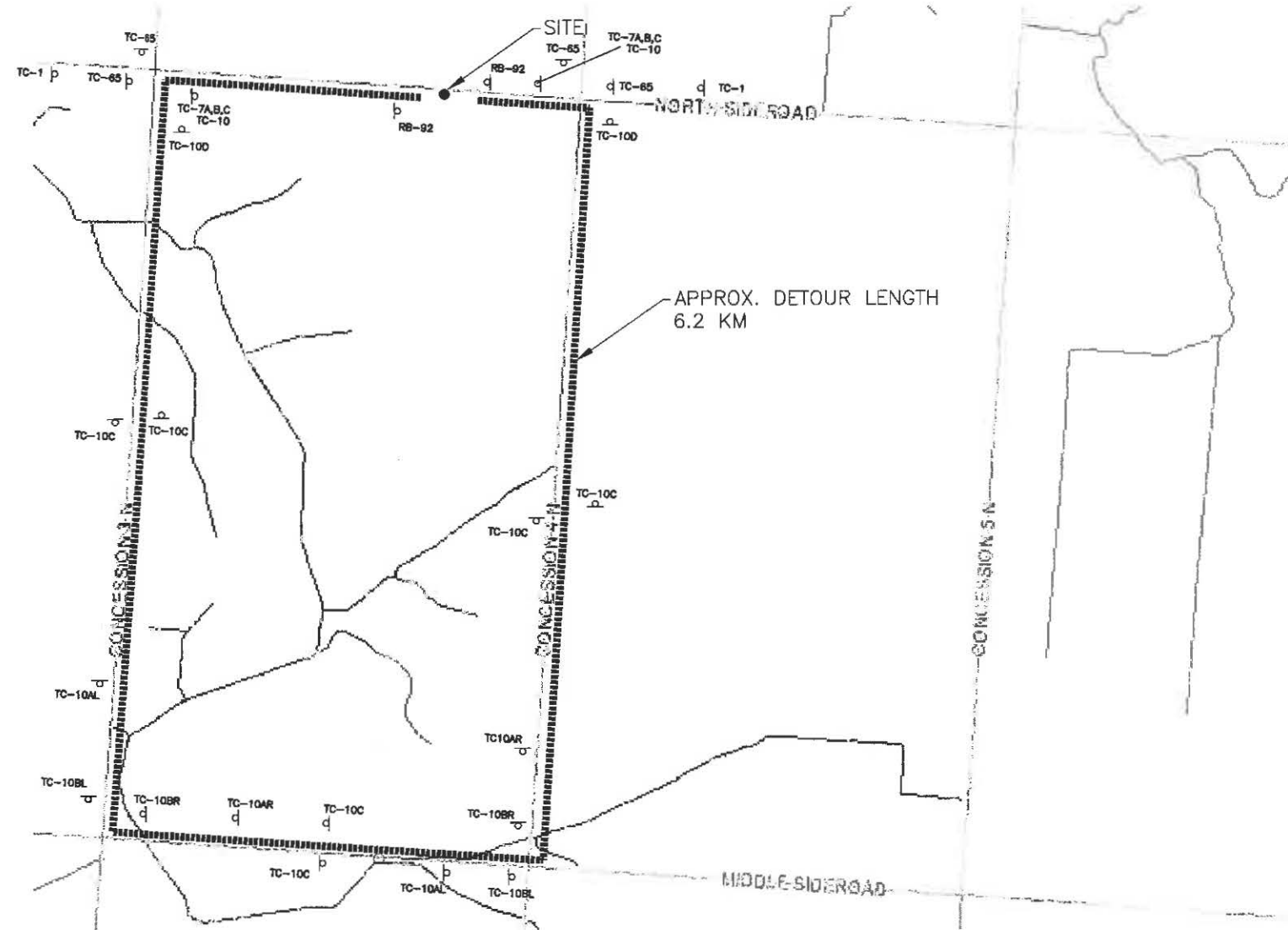
- NOTES:
- REFER TO GENERAL DETAIL SHEETS
  - REFER TO APPLICABLE OPSD AND OPSD PROMSIONS
  - READ IN CONJUNCTION WITH SG-100



**5 PROPOSED CONDITIONS SOUTH ELEVATION**  
S-64-200 SCALE: 1=50

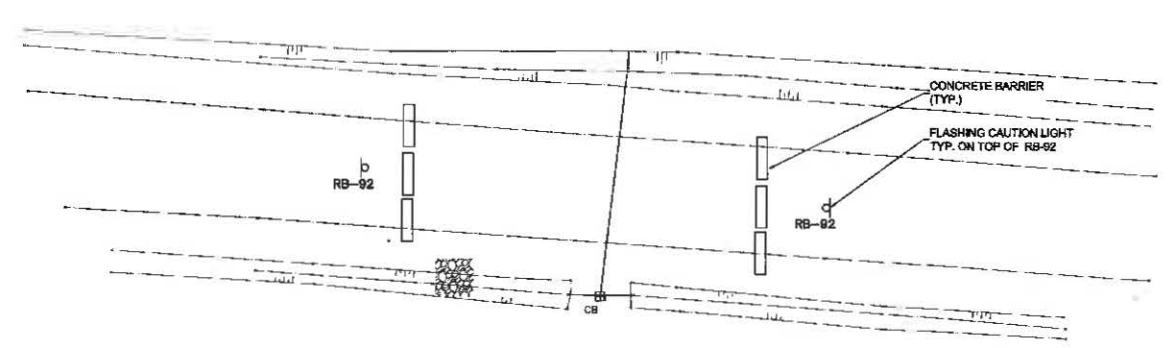


**6 PROPOSED SECTION OF 500Ø CULVERT**  
S-64-200 SCALE: 1=50



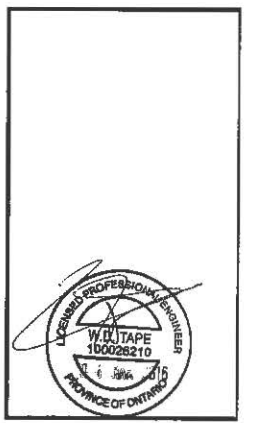
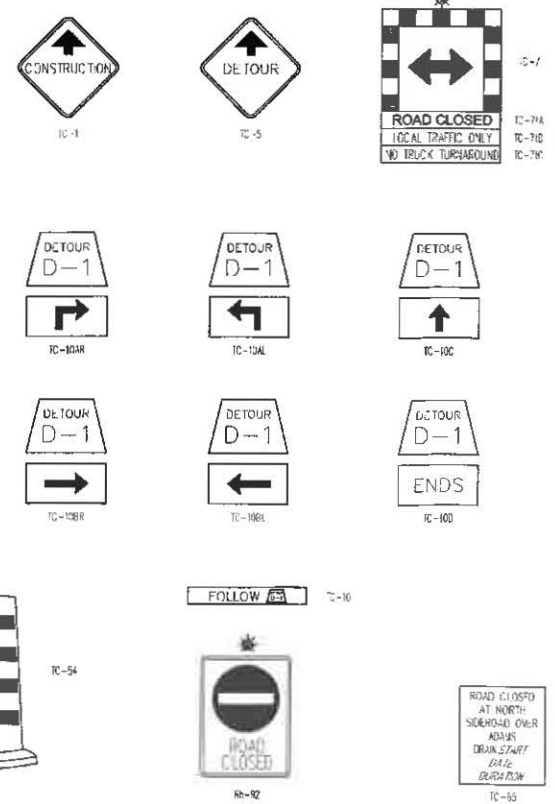
APPROX. DETOUR LENGTH  
6.2 KM

1 MINIMUM SUGGESTED TRAFFIC SIGNAGE  
T-64-100 N.T.S.



2 ENLARGED SITE TEMPORARY MINIMUM SIGNAGE PLAN  
T-64-100 N.T.S.

- NOTES:**
1. THIS DRAWING IS ONLY INTENDED TO SERVE AS A GUIDE TO THE CONTRACTOR AND IN NO WAY RELIEVES THE CONTRACTOR OF HIS OBLIGATIONS SO SPECIFIED IN THE CONTRACT DOCUMENTS.
  2. ALL SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE ONTARIO MINISTRY OF TRANSPORTATION - ONTARIO TRAFFIC MANUAL - BOOK 7 - TEMPORARY CONDITIONS.
  3. THE CONTRACTOR SHALL PROVIDE ADEQUATE LIGHTING TO ENSURE SAFETY OF THE PUBLIC AND THE SMOOTH FLOW OF TRAFFIC.
  4. ALL SIGNS, BARRICADES AND LIGHTS SHALL BE INSPECTED REGULARLY AND MAINTAINED BY THE CONTRACTOR.
  5. DURING DIFFERENT STAGES OF CONSTRUCTION, MINOR MODIFICATIONS TO DETOUR SIGNING MAY BE NECESSARY.
  6. REFLECTORIZED MATERIALS ARE TO BE USED IN THE MANUFACTURE OF THESE SIGNS IN ACCORDANCE WITH THE MINISTRY OF TRANSPORTATION GUIDELINES.
  7. TRAFFIC CONTROL PERSONS TO BE USED AS NECESSARY.
  8. RB-92 TO BE USED WHEN LOCAL TRAFFIC IS NOT PERMITTED WITHIN THE CURRENT WORK ZONE.



MAR 04/16	TENDER
JAN 28/16	CLIENT REVIEW
JAN 18/16	CLIENT REVIEW
AUG 10/15	CLIENT REVIEW
JULY 9/15	CLIENT REVIEW
DATE	ISSUED FOR

PROJECT  
2016 CULVERT REHABILITATION PROGRAM  
PWD-RD-2016-007

DWG TITLE:  
CULVERT 64  
MINIMUM SUGGESTED TRAFFIC SIGNAGE

DATE	: JAN 2016
SCALE	: AS SHOWN
DESIGNED BY	: W.T.
DRAWN BY	: J.B. / A.I.
CHECKED BY	: M.M.
APPROVED BY	: W.T.
PROJECT NO.	: 15-125/126

DWG NO.  
T-64-100