

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2016-99

**By-law to enter into a contract with Amico Infrastructure Inc. for the  
Libro Centre Temporary Entrance**

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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 Amico Infrastructure Inc. for the Libro Centre Temporary Entrance

**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 24<sup>th</sup> day of October, 2016.

  
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MAYOR – ALDO DICARLO

  
\_\_\_\_\_  
MUNICIPAL CLERK – PAULA PARKER

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**PWD-RD-2016-002**

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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 construct a paved asphalt road entrance to the Libro Centre from County Road 18 in the Town of Amherstburg.

The Contractor will be under the direct supervision of the Consultant and the Town of Amherstburg Engineering and Public Works Department. An Inspector will be supplied to accompany the Contractor.

This contract must be conducted within the specified timelines.

### 2. DEFINITIONS

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

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

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

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

“Town” means the Corporation of the Town of Amherstburg

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

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



### 3. TENDER CLOSING DATE AND TIME

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

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

Up until:

**11:00 am (local time), Friday, September 30, 2016**

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

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

### 4. METHOD OF SUBMISSION

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

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

Tenders sent by email or facsimile will not be accepted.

### 5. SUBMISSION ENVELOPE

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

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

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

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

- T-1 Contractor Identification Sheet
- T-2 to T-4 Tender Price
- T-5 Contractor Qualifications and Experience
- T-6 Project Team & Subcontractors
- T-7 to T-8 References
- T-9 Acknowledgement of Tender Documents Received by Bidder and Addenda
- T-10 Acknowledgement if Only One Tender is Received

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

## 6. TENDER SUBMISSION REQUIREMENTS

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

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

- a) T-1 Contractor Identification Sheet
- b) T-2 to T-4 Tender Price
- c) T-5 Contractor Qualifications and Experience
- d) T-6 Project Team & Subcontractors
- e) T-7 to T-8 References
- f) T-9 Acknowledgement of Tender Documents Received by Bidder and Addenda
- g) T-10 Acknowledgement if Only One Tender is Received

## 7. BID BOND

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

The Certified Cheque or Bid Bond of the successful Contractor will be retained as liquidated damages to indemnify the Owner in case of default until such time as the contract is executed.

All Certified Cheques or Bid Bonds will be returned without interest should a contract not be executed within ninety (90) days of the date of closing of this quotation.

#### **8. PERFORMANCE BOND AND LABOUR AND MATERIAL PAYMENT BOND**

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

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

#### **9. EXAMINATION OF SITE, PLANS AND SPECIFICATIONS**

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

Each Bidder must visit the site and review the plans and specifications before submitting his tender and must satisfy himself as to the extent of the work and local conditions to be met during the construction period. He is not to claim at any time after submission of his quotation that there was any misunderstanding of the terms and conditions of the contract relating to site conditions. The quantities shown as indicated on the drawings or in the quotation are estimates only and are for the sole purpose of indicating to the bidders the general magnitude of the work. The Bidder is responsible for checking quantities for accuracy prior to submitting his quotation.

#### **10. AGREEMENT AND GENERAL CONDITIONS**

Tenders will be received and contracts awarded only in the form of a lump sum contract unless otherwise provided, for the completion of the whole work or of specified sections thereof in accordance with the plan, profile and specification. The Contractor agrees to enter into a formal contract with the Municipality upon acceptance of the tender.

All work included in the contract must be completed on or before the date fixed in the contract and must, at the time of completion and final inspection, be in first class condition and comply fully with the specifications.

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

The Contractor will be held liable for any damage or expenses occasioned by his failure to complete the work on time and for any expenses of inspecting, superintending or re-letting due to his neglect or failure to prosecute the work satisfactorily. Any such expense or damages may be deducted by the Municipality from the amount of the Contract or may be recovered by the Municipality from the Contractor and his sureties.

## 11. INSURANCE

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

- i. A Commercial General Liability (CGL) policy that shall be not less than 5 million dollars per occurrence.
- ii. The CGL policy shall include bodily injury including death, personal injury, property damage, tenants legal liability, non-owned automobile and contain a cross liability/severability of interest clause. The certificate must also include acknowledgement that coverage under the policy specifically extends to the works in question. The COI shall name the Town of Amherstburg as additional insured to the policy.
- iii. 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. (if necessary)
- iv. The liability insurance shall be endorsed to provide that the policy shall not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Town of Amherstburg.

## 12. CORPORATE CONTACT AND COMMUNICATIONS

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

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

**Karen Jacques, Manager of Special Projects**

Town of Amherstburg

Phone: 519-736-0012 extension 226

Email: [kjacques@amherstburg.ca](mailto:kjacques@amherstburg.ca)

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

**Justine Arbour, P.Eng**

Hrycay Consulting Engineers Inc.

Phone: 519-737-7234

Email: [jarbour@hcei.ca](mailto:jarbour@hcei.ca)

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

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

## 13. TENDER VALIDITY PERIOD

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

## 14. SUBMISSION CONFIDENTIALITY

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

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

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

## **15. CLARIFICATIONS**

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

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

## **16. INFORMAL OR UNBALANCED TENDERS**

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

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

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

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

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

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

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

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

## **17. INDEPENDENT CONTRACTOR**

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

## **18. NON-RESIDENT CONTRACTOR**

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

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

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

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

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

## **19. CORPORATE SEAL**

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

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

## **20. WORKPLACE SAFETY AND INSURANCE BOARD PAYMENTS**

The Contractor will be required to submit to the Town a Certificate of Good Standing from the Workplace Safety & Insurance Board prior to the commencement of the work and the Contractor will be required to submit to the Town a Certificate of Clearance for the project from the Workplace Safety & Insurance Board before final payment is made to the Contractor.

The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety & Insurance Act.

## **21. RESERVATION OF RIGHT**

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

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

## **22. ADDENDA**

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

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



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

Addenda must be acknowledged on page T-7 and provided with the Tender. Failure to acknowledge addendums may result in the rejection of the Tender.

### **23. HARMONIZED SALES TAX (HST)**

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

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

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

### **24. COSTS INCURRED BY BIDDERS**

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

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

### **25. TENDER FEE**

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

### **26. PAYMENT OF FEES**

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

applicable, a holdback will be retained by the Town of Amherstburg in accordance with the Construction Lien Act.

## **27. WITHDRAWAL OR QUALIFYING OF TENDERS**

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

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

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

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

## **28. 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.

## **29. ABILITY AND EXPERIENCE OF CONTRACTOR**

The bidder must submit satisfactory evidence that they have the ability and experience for this type of work and that they have the necessary plant and capital to enable them to proceed and complete the work in a satisfactory manner. This evidence must be provided on the submitted Form of Tender:

- a) T-5 - Contractor Qualifications and Experience
- b) T-6 - Project Team & Subcontractors
- c) T-7 to T-8 References

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

### **30. 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.

### **31. 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

### **32. TENDER ACCEPTANCE OR REJECTION**

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

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

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

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

### **33. 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.

### **34. 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.

### **35. CONTRACT EXECUTION**

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

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

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

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

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

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

### **36. 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.

### **37. 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.

### **38. 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.

### **39. 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.

#### **40. CONTRACTOR'S LIABILITY**

The successful bidder, his agents, employees, or persons under his control including subcontractors, 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.

#### **41. 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.

#### **42. 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.

#### **43. 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.

#### **44. LIQUIDATED DAMAGES**

If the works are not entirely completed by November 30, 2016, the contractor's payment will be reduced for liquidated damages in the amount of \$1000 for each day beyond November 30, 2016 until such time the Town indicates the project has been completed.

#### **45. 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.

#### **46. PROJECT COMMENCEMENT**

The project shall commence at any time after the award of Contract and execution of the Contract Agreement.

#### **47. COMPLETION DATE**

The project is expected to be substantially completed no later than November 30, 2016.

#### **48. 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.



**49. PROCUREMENT POLICY BY-LAW / GOVERNING LAW**

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

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

**50. 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.

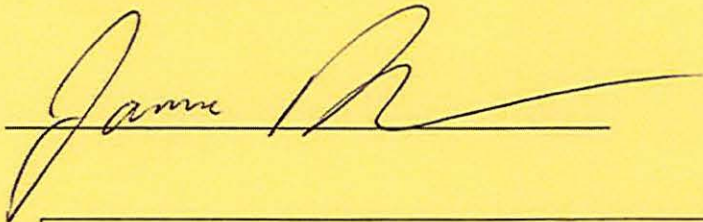
Information on accessible customer service training is available online from the Ministry of Community and Social Services at [www.accesson.ca/index.aspx](http://www.accesson.ca/index.aspx).

**FORM OF TENDER****CONTRACTOR IDENTIFICATION SHEET**

BUNINESS NAME OF CONTRACTOR:	Amico Infrastructures Inc.
MAILING ADDRESS OF CONTRACTOR (including postal code):	2199 Blackacre Drive, Oldcastle, Ontario, NOR 1L0
NAME OF CONTACT PERSON REPRESENTING CONTRACTOR:	Steve Zufelt
TELEPHONE NUMBER & EXTENSION OF PERSON REPRESENTING CONTRACTOR:	519-737-1577 ext 226
FAX NUMBER OF CONTRACTOR:	519-737-1929
EMAIL ADDRESS OF PERSON REPRESENTING CONTRACTOR:	SZufelt@triamico.com
NAME OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	Jamie Di Laudo
TITLE OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	Vice President of Infrastructure

SIGNATURE OF PERSON AUTHORIZED TO ACT ON  
BEHALF OF PROPONENT:

CORPORATE SEAL:



(Please affix Corporate Seal)

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

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

\_\_\_\_\_ Signatory Initials



## TENDER PRICE

We the undersigned, having examined the locality and site of the Works, Drawings and Specifications as prepared by The Town of Amherstburg and hereby offer to furnish all materials including all appropriate sales taxes and perform all the work necessary as described in the above documents and in accordance with the said documents under the supervision of the Project Manager of the Town of Amherstburg, made up as follows:

Item No.	Spec. No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
<b>PART A - GENERAL WORKS</b>						
A1	1	Mobilization & Demobilization	L.S.	1.00		\$ 1,050.00
A2	2	Contractor Layout	L.S.	1.00		\$ 630.00
A3	3	Contract Bonding, Insurance and Permits	L.S.	1.00		\$ 2,100.00
A4	4	Traffic Control & Detour Route Signing	L.S.	1.00		\$ 3,471.50
<b>PART A - GENERAL WORKS SUBTOTAL</b>						\$ 7,251.50
<b>PART B - ROADWORKS</b>						
B1	5	Removal & Salvage of Existing Culvert Pipes	m	12.00	\$ 65.00	\$ 780.00
B2	6	Strip Topsoil and Stockpile On-Site	m <sup>2</sup>	1,520.00	\$ 1.70	\$ 2,584.00
B3	7	Earth Excavation (Grading)	m <sup>3</sup>	280.00	\$ 16.00	\$ 4,480.00
B4	8	Excavation, Granular	m <sup>3</sup>	136.00	\$ 7.00	\$ 952.00
B5	9	Granular 'A'	t	1,220.00	\$ 19.00	\$ 23,180.00
B6	10	Granular 'B'	t	364.00	\$ 20.25	\$ 7,371.00
B7	11	Supply and Place Hot Mix Asphalt				
		a) HMA - HL-3 Surface Course (40mm)	t	204.00	\$ 101.00	\$ 20,604.00
		b) HMA - HL-4 Base Course (50mm)	t	255.00	\$ 112.00	\$ 28,560.00



Item No.	Spec. No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
<b>PART B - ROADWORKS</b>						
B8	12	Tackcoat	m <sup>2</sup>	1,885.00	\$ 1.30	\$ 2,450.50
B9	13	Lap Joint	m	32.00	\$ 95.00	\$ 3,040.00
B10	14	Riprap	m <sup>2</sup>	15.00	\$ 49.00	\$ 735.00
B11	15	Placement of Topsoil, From Stockpiles	m <sup>2</sup>	1,020.00	\$ 2.00	\$ 2,040.00
B12	16	Seed and Cover	m <sup>2</sup>	2,500.00	\$ 1.60	\$ 4,000.00
B13	17	Pavement Marking				
		a) Centreline (100mm wide)	m	300.00	\$ 2.10	\$ 630.00
		b) Stop Bars (600mm wide)	m	6.20	\$ 35.00	\$ 217.00
<b>PART B - ROADWORKS SUBTOTAL</b>						\$ 10,623.50
<b>PART C - PROVISIONAL ITEMS AND ALLOWANCES</b>						
C1	18	Installation of 200mm PVC Culvert Pipe ( <i>Provisional</i> )	m	18.00	\$ 60.00	\$ 1,080.00
C2	19	Material Testing and Inspection ( <i>Allowance</i> )	L.S.	1.00		\$5,000.00
C3	20	Contingency ( <i>Provisional</i> )	L.S.	1.00		\$10,000.00
<b>PART C - PROVISIONAL ITEMS AND ALLOWANCES SUBTOTAL</b>						\$ 16,080.00

PART A SUBTOTAL \$ 7,251.50

PART B SUBTOTAL \$ 10,623.50

PART C SUBTOTAL \$ 16,080.00

Total of Parts A, B and C: \$ 124,955.00



HST 13%

16,244.15

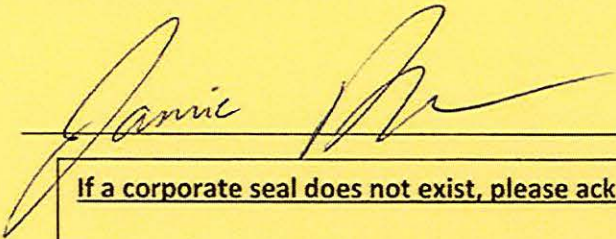
TOTAL TENDER PRICE

\$ 141,199.15

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

**SIGNATURE OF PERSON AUTHORIZED TO ACT ON  
BEHALF OF PROPONENT:**

**CORPORATE SEAL:**



*(Please affix Corporate Seal)*

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

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

\_\_\_\_\_ *Signatory Initials*







## 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: The City of WindsorAddress: 350 City Hall square westContact Name & Title: Mike Abaldo Project Eng.Telephone Number: 519-255-2489 Email: \_\_\_\_\_Description of Project: Complete Road RehabDate of Project: Fall 2014**Reference No.2**Company Name: Corporation of the Town of LasalleAddress: 5950 Malden Rd.Contact Name & Title: Mark Beggs, Public Works ManagerTelephone Number: 519-969-7770 Email: \_\_\_\_\_Description of Project: Complete Road RehabDate of Project: Summer 2010



REFERENCES- (cont'd)

Reference No.3

Company Name: Corporation of the Town of Lakeshore

Address: 419 Notre Dame Street PO Box 580

Contact Name & Title: Chuck Chevalier, Manager

Telephone Number: 519-728-2700 Email: \_\_\_\_\_

Description of Project: Complete road reconstruction

Date of Project: 2010

*\*Provide any attachments in this regard immediately following this sheet*



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


I/We, the undersigned, hereby acknowledge and confirm on behalf of: Amico  
Infrastructures 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 (provide date): October 24, 2016 and agree to complete the works by the specified completion date of November 30th, 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: 0 to 0.

Signature:



Corporate Seal:

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

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

\_\_\_\_\_ Signatory Initials



**ACKNOWLEDGEMENT IF ONLY ONE PROPOSAL IS RECEIVED**

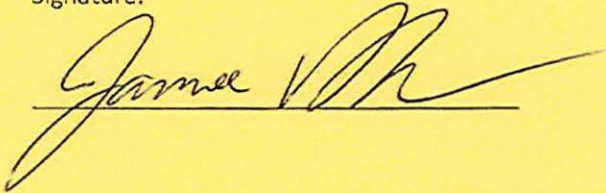
I/We, the undersigned, hereby acknowledge and confirm on behalf of: Amize  
Infrastructures Inc.

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

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

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

Signature:



Corporate Seal:

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

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

\_\_\_\_\_ *Signatory Initials*



# PERFORMANCE BOND

Standard Construction Document

## CCDC 221 - 2002

No.: 36528-16

Bond Amount: \$124,955.00

Amico Infrastructures Inc.

\_\_\_\_\_ as Principal, hereinafter called the Principal, and, Aviva Insurance Company of Canada a corporation created and existing under the laws of CANADA and duly authorized to transact the business of Suretyship in CANADA as Surety, hereinafter called the Surety, are held and firmly bound unto  
The Corporation of the Town of Amherstburg

as Oblige, hereinafter called the Oblige, in the amount of One Hundred Twenty-four Thousand Nine Hundred Fifty-five And No/100 (\$124,955.00) 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 Oblige, dated 24th day of October in the year 2016

For  
Libro Centre Temporary Entrance, Tender No. PWD-RD-2016-002

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 Oblige to be, in default under the Contract, the Oblige having performed the Oblige'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 Oblige for completing the Contract in accordance with its terms and conditions and upon determination by the Oblige and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Oblige 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 Oblige 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 Oblige to the Principal under the Contract, less the amount properly paid by the Oblige to the Principal, or;
- 4) pay the Oblige the lesser of (1) the Bond Amount or (2) the Oblige'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 Oblige.

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 Oblige named herein, or the heirs, executors, administrators or successors of the Oblige.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 26th day of October in the year 2016.

SIGNED and SEALED  
in the presence of



Amico Infrastructures Inc.

*Signature*

Jamie DiLauro V.P.

*Name of person signing*

Aviva Insurance Company of Canada

*Signature*

Steven Gava, Attorney-in-Fact

*Name of person signing*



Copyright 2002

Canadian Construction Documents Committee

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

# LABOUR & MATERIAL PAYMENT BOND (Trustee Form)

Standard Construction Document

CCDC 222 - 2002

No. 36528-16 Bond Amount \$124,955.00  
Amico Infrastructures Inc.

\_\_\_\_\_ as Principal, hereinafter called the  
Principal, and Aviva Insurance Company of Canada  
\_\_\_\_\_ a corporation created and existing under the laws of  
CANADA and duly authorized to transact the business of Suretyship in CANADA as Surety, hereinafter called  
the Surety, are held and firmly bound unto

The Corporation of the Town of Amherstburg

\_\_\_\_\_ as Oblige, hereinafter called the Oblige, in the amount of One Hundred Twenty-four Thousand Nine Hundred Fifty-five And No/100  
dollars (\$124,955.00) 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 Oblige, dated 24th day of October, in the year 2016  
for  
Libro Centre Temporary Entrance, Tender No. PWD-RD-2016-002

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 Oblige, 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 Oblige 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 Oblige or by joining the Oblige 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 Oblige against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Oblige 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 Oblige 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 Oblige, 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 Oblige, 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 Oblige 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 26th day of October, in the year 2016

Amico Infrastructures Inc.

SIGNED and SEALED  
in the presence of

Signature

Jamie DiLauro V.P.

Name of person signing

Aviva Insurance Company of Canada

Signature

Steven Gava, Attorney-in-Fact

Name of person signing



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Canadian Construction Documents Committee

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

**AGREEMENT**

**THIS AGREEMENT** made in quintuplet this 24<sup>th</sup> day of October, 2016.

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

(hereinafter called the Corporation) of the first part.

AND

**Amico Infrastructures Inc.**

(hereinafter called the Contractor) of the second part.

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

**LIBRO CENTRE TEMPORARY ENTRANCE**

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 agrèes 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:

4<sup>th</sup> day of October, 2016

And the Agreement Documents (consisting of the contents and requirements for this Tender, including all modifications thereof and incorporated in the said documents before their execution) prepared by the Town of Amherstburg and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the construction of the above noted works for the sum of:

One Hundred and Twenty Four Thousand, Nine Hundred and Fifty Five Dollars (\$ 1 2 4 , 9 5 5 . 0 0 )  
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

Amizo Infrastructure Inc  
\_\_\_\_\_  
Contractor's Name

2199 Blackacre Drive, Oldcastle  
\_\_\_\_\_  
Contractor's address

**CORPORATION OF THE TOWN OF AMHERSTBURG**

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

  
\_\_\_\_\_  
Aldo DiCarlo, Mayor

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



## **GENERAL CONDITIONS**

### **1. PAYMENTS**

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

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

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

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

### **2. ONTARIO PROVINCIAL STANDARD SPECIFICATIONS (OPSS)**

All relevant and current as of the date of Tender Closing, Ontario Provincial Standard Specifications (OPSS) as referenced on the contract drawings or within the contract specifications, inferred to by the item description or industry use, and as may be referenced by other related Ontario Provincial Standard Specifications (OPSS) or Ontario Provincial Standard Drawings (OPSD) shall apply to this contract. OPSS "Municipal Oriented Specifications" will apply

It shall be the Contractor's responsibility to obtain current copies of the Ontario Provincial Standard Specifications (OPSS) indicated above, which shall form part of this Contract.

### **3. CONTRACT TIME**

The Contract shall be substantially performed by November 30, 2016, with the exception of surface course asphalt which may be placed in Spring 2017.

Weather conditions will not constitute a basis for extension of the completion date unless, in the sole opinion of the Engineer, conditions have varied substantially from what is reasonably considered normal for the season(s) (i.e. in the event of abnormal inclement weather).

### **4. SCHEDULE OF WORK**

Upon being awarded the contract, the Contractor shall forthwith supply to the Engineer for approval a copy of a detailed planned Schedule of Work, showing clearly that the work will be completed within the stipulated time. The schedule of work shall indicate proposed progress in 2 week periods for at least the following work:

- mobilization and site preparation
- excavation of existing granulars
- Final grading
- Asphalt pavement placement

### **5. ENGINEER'S FIELD OFFICE**

A separate field office for the Engineer will not be required for this contract. Construction meetings shall be held at the Town's Public Works Department.

### **6. WINTER WORK**

No additional payment will be considered for the protection of the Work as required by the relevant OPSS for cold weather or Winter Conditions. The Contractor is encouraged to schedule their work to avoid placing concrete, asphalt or other temperature sensitive materials in cold weather and to avoid freezing of granular material during the operations employing these materials.

Where the Contractor's schedule shows work involving temperature sensitive materials during a time frame where cold weather conditions may potentially or can be reasonably expected to occur, the price in the schedule of unit prices shall be deemed to include the necessary cold weather provisions and no additional costs will be considered.

## **7. TEMPORARY WATER AND POWER**

The Contractor shall make their own arrangements for the supply of temporary power. Water shall be supplied by the Town which shall be metered but not charged to the Contractor.

## **8. PROVISION FOR TRAFFIC**

The Contractor shall be responsible for providing signing and traffic control in accordance with the Ontario Traffic Manual (OTM) and the OTM Book 7 Temporary Conditions - Field Edition.

The Contractor is responsible for notifying any affected emergency agencies, transportation agencies, businesses, residents, etc., regarding access/traffic disruptions.

The Contractor shall provide a watchman or other suitable employee to inspect and maintain the signs, barricades and pedestrian ramps on a daily basis as well as weekends and other times when the Contractor is not working.

The Contractor shall provide an adequate number of traffic control persons to direct traffic at any time during construction as required by the Engineer.

If there is no separate payment item for this work, then the costs are deemed to be included in the Bid Price.

## **9. DUST AND MUD CONTROL**

The Contractor will be responsible for dust control as deemed necessary by the Owner during construction by watering and calcium application as directed by the Engineer. Clean-up of mud tracking off site shall similarly be the Contractor's responsibility.

## **10. DISPOSAL OF MATERIALS**

The Contractor shall dispose of all waste and/or surplus materials in a disposal area selected by the Contractor in accordance with O.P.S.S. 180. The site shall be located off the Municipal right-of-way. The Contractor shall be responsible for all work involved in disposing the waste or excess material including trucking, access roads, leveling, and all haulage and/or dumping fees applicable.

The Contractor shall identify the disposal area and provide a release from the disposal area owner upon completion of the work.

Where any materials are designated to be salvaged, the Contractor can consult the appropriate special provisions for direction.

## **11. EXISTING CONDITIONS**

The Contractor shall clean up and restore all disturbed areas to condition equal to or better than existing conditions using materials equal to or better than existing materials. This includes the removal and disposal all layout materials, string lines, batter boards and other such materials.

The Contractor shall maintain flow in all existing sewers, drains, ditches, watercourses, house and inlet connections as applicable.

Sanitary sewers shall not be used for the discharge of water from excavations or dewatering operations.

## **12. DAMAGE BY VEHICLES AND OTHER EQUIPMENT**

If at any time, in the opinion of the Engineer, damage is being or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work, by the Contractor's vehicles or other equipment, whether licensed or unlicensed, the Contractor shall, on the direction of the Engineer and at the Contractor's own expense make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some manner remove the cause of such damage to the satisfaction of the Engineer.

## **13. MEASUREMENT AND PAYMENT**

Unless otherwise noted in the Schedule of Unit Prices, no measurement of quantities will be made for the General Work and no direct payment will be made for any of the General Work. The cost of such work shall be deemed to be reasonably distributed within the overall cost of the work.

Payment for payable items shall be based upon the lump sum or unit price bid, as listed in the Schedule of Unit Prices, using actual "as-constructed" quantities (or plan quantities) as determined by the Engineer. In the event of conflict between the Schedule of Unit Prices and OPSS, the basis of payment indicated in the Schedule shall take precedence (as modified by "pay lines" or payment clauses indicated elsewhere in these documents, if applicable).

#### **14. HOURS OF WORK**

The Contractor must adhere to the following hours of work:

Monday to Friday, 7.am. – 8 p.m.

Saturday and Sunday, 9 a.m. – 8 p.m.

#### **15. HEALTH AND SAFETY**

The Contractor must submit a copy of their health and safety policy to the Town of Amherstburg prior to the start of construction. The Contractor must also review and be familiar with the Town of Amherstburg's health and safety policy.

## **STANDARD REQUIREMENTS**

### **1. MATERIALS**

All materials (except as specifically indicated in the Special Provisions) required on this Contract shall be supplied by the Contractor. All materials used shall meet Town of Amherstburg Standards. If not covered by the Town Standards then they shall be selected from the appropriate M.T.O. designated Sources List. It is the Contractor's responsibility to verify that all materials meet the Town of Amherstburg Standards.

The Contractor will be required to obtain a copy of the most up to date Town of Amherstburg Development Manual. A copy can be downloaded from the Town web site at <http://www.amherstburg.ca/devmanual>.

The Contractor shall be responsible for any theft of material or damage to the works until the date of Substantial Performance.

### **2. LIST OF DESIGNATED SUBSTANCES**

In accordance with the Occupational Health and Safety Act, R.S.O. 1990, C. S.30, the Contractor is advised of the presence of the following Designated Substances.

The Contractor is advised that the Designated Substances silica (Ontario Regulation Number 521/92), lead (519/92) and arsenic (508/92) are generally present throughout the Working Area, occurring naturally or as a result of vehicle emissions. Exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting, and abrasive blasting.

### **3. FIELD SAMPLING**

The field sampling and testing shall be undertaken by the Engineer or person engaged by the Engineer for this purpose.

Any references to testing to be undertaken by the Contractor shall be revised to read by the Engineer.

### **4. ENVIRONMENTAL PROTECTION**

The preservation, protection and restoration of the local environment will form part of the work of this Contract.

The Contractor shall maintain an environmentally safe work place. It is intended that the works proposed be executed in such a manner which, to the fullest possible extent, minimizes any adverse effect on the cultural and natural environment of the project area. It is a responsibility of the Contractor that all his personnel be sufficiently instructed so that the work is carried out in a manner consistent with minimizing environmental insult.

Procedures for the interception and rapid cleanup and disposal of spillages that occur shall be submitted to the Engineer for review prior to starting work. All materials required for cleanup of fuel spillages shall be readily accessible on site.

Any spills apt to cause impairment to the natural environment must be immediately reported by the Contractor to the Ministry of Environment Spills Action Centre (800-268-6060) and the local MOE District Office (Windsor – 519-948-1464).

The Contractor shall also advise the Engineer and the Owner after notifying the MOE Spills Action Centre.

No direct measurement of quantities will be made for this work. The work will be administered as being part of the related environmental protection items or as part of the overall site work.

## **5. PROTECTION OF PUBLIC TRAFFIC**

### Open Excavations

The Contractor shall schedule the Work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non-working days except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation.

### Location and Storage of Materials and Equipment

Materials shall not be stored within 3m of the traveled portion of any roadway except where a traffic barrier designed to restrain errant vehicles is provided.

Notwithstanding the foregoing, the Contractor shall, at the Contractor's expense, remove any vehicle, equipment or material, which, in the opinion of the Engineer, constitutes a traffic hazard or obstruction to maintenance operations.

### Delivery and Trucking

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so that vehicular movements are accomplished with minimum interference and interruptions to traffic. This will necessitate vehicles to "slip-off" or "slip-on" in the direction of traffic, in order to merge with and thereby avoid crossing traffic lanes.

The Contractor shall obtain the Engineer's prior approval for the location of any "slip-off" or "slip-ons". The Engineer reserves the right to alter, reject or close same as considered necessary. The Contractor shall notify suppliers of materials and equipment of the above requirements.

#### Holiday Restrictions

The use of construction accesses, shoulder closures, lane closures, ramp closures, and the loading and unloading of materials and construction equipment onto and from the traveled portion of the highway shall not be carried out on the following Canadian Statutory/Civic Holidays:

- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day

or after 3:00pm on days which precede holiday weekends.

#### **Basis of Payment**

OPSS 706 is amended in that payment for all costs associated with the number of lane closures and the number of days of speed control activities stipulated above is deemed to be included in the Traffic Control Signing item and no additional payment will be made.

Any additional OPP-assisted lane closures and speed control activities that result from the Contractor's chosen sequence and/or method of operation are deemed to be included in the Traffic Control Signing item and no additional payment will be made.

If a third party stipulates that additional OPP-assisted lane closures or speed control activities are required, the Owner will compensate the Contractor for the cost of the OPP services as Extra Work in accordance with OPSS 0100 – OPS General Conditions of Contract.

#### **6. ONTARIO TRAFFIC MANUAL (OTM)**

All references in the contract to the Manual of Uniform Traffic Control Devices (MUTCD), including all Parts and Divisions thereof, or MTO Traffic Control Manual for Roadway Work Operations, or Traffic Control Manual for Roadway Operations Field Editions are hereby deleted and replaced by the following books of the Ontario Traffic Manual (OTM):

Book 5 - Regulatory Signs;

Book 6 - Warning Signs;



Book 7 - Temporary Conditions (and Temporary Conditions Field Edition);  
Book 11 - Pavement, Hazard and Delineation Markings;  
Book 12 - Traffic Signals.

Any reference in the contract to OTM shall be deemed to be the Ontario Traffic Manual (Books 5, 6, 7, 11 & 12).

The Contractor shall comply with the applicable requirements of the above Ontario Traffic Control Manual book(s).

To order the above noted books, contact:

Publications Ontario  
Ministry of Government Services  
210 Wicksteed Ave  
Toronto, ON M4G 2C3

Phone: 416-326-5300  
Toll free within Canada: 800-668-9938  
TTY toll free within Ontario: 800-268-7095  
Billing and account inquiries: 416-326-5306  
<http://www.publications.serviceontario.ca/ecom/>

## **7. EXISTING UTILITIES AND OTHER MUNICIPAL SERVICES**

The Contractor's attention is drawn to the presence of underground utilities and municipal services such as telephone, electrical, cable, water, sanitary and storm. The locations of such, if indicated on the drawings represent to the best of the Owner and Engineer's knowledge, the approximate location of such utilities and services. The Contractor shall be responsible for all stakeouts as per GC7.01.16 as well as any inspection or test pits required and the inspection of any manholes, catch basins, sewers or vaults necessary to locate any utility. The Contractor shall be wholly responsible for the accuracy of the information gathered by their own forces.

OPSS 491, Construction Specification for Preservation, Protection and Reconstruction of Existing Facilities applies to all existing services.

Repair of any part of the existing watermain, storm or sanitary sewer system due to the Contractor's negligence shall be at the contractor's expense.

All repairs to any municipal service shall be approved by the Engineer or the Town. In line splices or connectors will not be allowed for any damaged water services. The contractor shall at their own expense replace the entire line from main stop to curb stop as directed by the Engineer. In line repairs will be allowed for sanitary and storm services but must only contain

one in line connector such as a “Fernco”. All material, installation and testing practices must be as per the related Town Engineering, OPS and AWWA standards.

The work site is located directly adjacent to underground Bell telephone and Rogers lines, Hydro lines and Union Gas lines. The Contractor shall be aware of these lines at all times and shall utilize equipment and methodologies in the undertaking of the work that do not constitute a hazard, disruption to services, or safety violation under the Occupational Health and Safety Act.

The Town shall undertake any relocation of permanent utilities as required.

## **8. LANE CLOSURES**

Two-way traffic is to be maintained at all times. Single lane closures may occur temporarily for deliveries of materials or construction activities provided qualified flag persons are present. All temporary lane closures are to be approved by the Engineer at least 24 hours prior to the planned lane closure. No overnight, weekend, or holiday lane closures are permitted.

## SPECIFICATIONS

### 1. MOBILIZATION AND DEMOBILIZATION ITEM A1

SCOPE: Contractor shall mobilize to the site upon approval by the Corporation and the Engineer. The Contractor shall not commence works until finalization of all necessary agreements and approvals.

Site mobilization shall include but not be limited to: site set up, staging areas, securing the construction perimeter, providing all safety measures such as temporary signs, barricades, fencing lighting, storage areas, access equipment for inspection, and other related material and equipment that is deemed necessary for the work that is required as part of this contract.

Contractor shall supply install and maintain all environmental protection and erosion/sediment control measures including, mats, shrouding of demolition work, silt fencing, and other measures as required in accordance with OPSS 182 and OPSS 805. Note that the environmental measures shall be submitted to the Engineer and the local conservation authority for review and approval prior to the commencement of any construction work.

As part of this item, the Contractor shall supply, place and remove a 600mm high silt fence around the site where required, to ensure all surface run-off is treated prior to entering any drain. The Contractor shall supply and install a silt fence as per OPSD219.110. The Contractor is to review the plan and process with the Essex Regional Conservation Authority (ERCA), and provide a copy to the Engineer.

Once mobilized to the site, the Contractor shall be deemed the Constructor as defined in the Ontario Health and Safety Act and shall be responsible for the safety and safeguard of public, workers, equipment and property within the designated work area.

The Contractor shall conduct a pre and post site inspection with the Engineer and a representative from the Town of Amherstburg prior to site mobilization and at the completion of the work to record the existing condition of the area under consideration that may be affected during the construction process.

The Contractor shall determine with the Engineer and a representative from the Town of Amherstburg any required repairs to elements that were damaged during construction. Completing any identified repairs that occurred during the construction is the sole responsibility of the selected contractor.

At the completion of the work, the Contractor shall demobilize from site and restore the site to its original condition.

**MEASUREMENT:** No measurement will be made for this item as it is a Lump Sum item.

**PAYMENT:** Payment for this item shall be at the unit bid price and shall be full compensation for all equipment, labour and materials required to complete this work in every aspect.

Payment for mobilization and demobilization will be made as follows:

- 50% payable on first Progress Payment Certificate
- 50% payable on the Substantial Performance Payment Certificate

## **2. CONTRACTOR LAYOUT**

### **ITEM A2**

**SCOPE:** Layout will be provided by the Contractor.

The Contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, elevation and alignment of all parts of the work in accordance with established Town procedures. Using qualified personnel and following accepted engineering practice, the Contractor shall layout, calculate, establish and maintain all lines and grades necessary for the construction of the work, and shall provide such information on the calculations, layout, lines and grades as the Contract Administrator may at any time require.

The Contractor shall provide horizontal and vertical control at uniform offsets, every 20 metres along all tangential sections and every 10 metres along any curvature sections of the work. For roadway construction the Contractor will provide Lines and Grades on both sides of the work being constructed.

The Contract Administrator shall provide basic horizontal and vertical control from which the location of the work may be determined. For horizontal and vertical control this shall comprise of either survey bars and ties sufficient to locate the centreline, or control points and their values sufficient to lay out the work. During the progress of the work the Contractor shall be responsible for notifying the Contract Administrator forthwith of any errors, omissions or inconsistencies in the geometric information and the controls provided by the Town.

The Contractor shall give the Contract Administrator 48 hours notice of the time and place where the Horizontal and Vertical control is required for their use in setting out the work.

All bars, benchmarks and other reference points provided by the Contract Administrator shall be located and identified by the Contract Administrator to the Contractor on the site at the start of the work, and shall be carefully preserved by the Contractor, and in the case of their movement, destruction or removal shall be replaced at the Contractor's expense.

Any work done without lines and levels, or to improperly set grade stakes or without the supervision of an inspector when an inspector is required to be in attendance by the provisions of the contract or by the order of the Contract Administrator, shall not be paid for. Such work may, at the discretion of the Contract Administrator, be ordered removed and replaced by correctly aligned and inspected work at no cost to the Town.

If requested by the Contractor in writing, the Contract Administrator will provide, if available, electronic data to assist the Contractor in laying out the works. The software format and version supplied to the Contractor will be the same version as that used by the Contract Administrator to create the files. The Contractor Administrator will not convert the electronic data between software platforms or versions of the same software platform. The Contractor, in requesting and utilizing any such electronic data, acknowledges and agrees that there may be discrepancies in whole or in part between the electronic data and the Contract Drawings and that it is the Contractor's sole responsibility to ensure that the electronic data is the same. In the event of any discrepancy between the Contract Drawings and the electronic data, the Contract Drawings shall take precedence and govern. Any discrepancies must be reported immediately to the Contract Administrator. Any use or manipulation of any part or parts of the electronic data by any party, including the Contractor, any subcontractor of the Contractor or any party or parties carrying on any work associated with the project on behalf of the Contractor, is at the sole risk and responsibility of the Contractor and neither the Contract Administrator nor the Town of Amherstburg shall be liable in any way to the Contractor based on such.

Any manipulation of any part or parts of the electronic data by any party, including a Contractor, proponent, or any party or parties carrying on any work associated with the project, is at the sole risk and responsibility of such party or parties.

The electronic data provided will normally include but may not be limited to:

- Existing topographic survey
- Survey control points and benchmarks
- Original ground triangulated irregular network (TIN) surface
- Road alignments
- Location of the proposed works
- Road profiles

**MEASUREMENT:** No measurement will be made for this item as it is a Lump Sum item.

**PAYMENT:** Payment for this item shall be at the unit bid price and shall be full compensation for all equipment, labour and materials required to complete this work in every aspect.

### **3. CONTRACT BONDING, INSURANCE AND PERMITS ITEM A3**

**SCOPE:** This item shall include the supply of all required bonds and liability insurance as specified elsewhere in the contract documents.

**MEASUREMENT:** No measurement will be made for this item as it is a Lump Sum item. The lump sum price shall cover the Contractor's cost for provision of the Performance/Payment Bonds and Liability Insurance.

**PAYMENT:** Payment for Contract Bond and Insurance will be made as follows:

- 100% payable on first Payment Certificate

### **4. TRAFFIC CONTROL & DETOUR ROUTE SIGNING ITEM A4**

**SCOPE:** This item will include the supply, placement, maintenance, repair and replacement as necessary, and removal of all signs, delineators and barricades necessary to advise the public, control traffic and protect the work area during all stages of construction in accordance with OPSS 706 and the Ontario Traffic Manual, Book 7 Temporary Conditions.

Payment of the contract lump sum price for this item includes the preparation and implementation of the traffic protection plan required under Regulation 145/00 that amends Regulation 213 made under the Occupational Health and Safety Act.

The Contractor shall provide the Engineer with a detailed Construction Sign and Traffic Protection plan as per OTM Book 7 – Temporary Conditions three (3) days prior to the pre-construction meeting. The plan shall include all necessary advisory signs, all detour signs including type, size and location as well as all signs and barricades to limit vehicle and pedestrian traffic during construction.

The Contractor is required to provide a list of Traffic Control Persons and confirm in writing that they have been trained as required under the Occupational Health and Safety Act.

The Contractor shall also barricade the work area to prevent vehicles or pedestrians from gaining access to the work area. Barricades shall be preceded by warning signs and shall be sufficient to prevent an errant vehicle from entering any work area or excavation. Local entrances shall be retained.

The Contractor shall maintain a daily traffic control signing log book complete with photographs.

Reference should also be made to Standard Requirement No. 3 – Protection of Public Traffic.

**MEASUREMENT:** No measurement will be made for this Lump Sum item.

**PAYMENT:** Payment for this item shall be made on the appropriate unit price bid in the Schedule of Quantities and shall be compensation in full for all labour, materials and equipment to complete the work as specified herein

**5. REMOVAL AND SALVAGE OF EXISTING CULVERT PIPES  
ITEM B1**

**GENERAL:** The requirements of OPSS 510 shall apply except as amended or extended herein.

**SCOPE:** This work consists of all labour, equipment and materials required for removal and transportation of existing ditch culvert pipes as identified in the Contract Drawings.

The Contractor shall remove and salvage the existing culvert pipes as shown on the Contract drawings or as directed by the Contract Administrator. Salvaged material is to be delivered to the Town's Public Works Yard in Amherstburg or at a location directed by The Town of Amherstburg.

The Contractor shall be responsible for all other costs associated with disposal of unsalvageable materials including loading, hauling and tipping costs.

**MEASUREMENT:** Measurement for this item shall be per lineal metre of pipe removed.

**PAYMENT:** Payment for this item shall be made at the unit price bid as set out in the Schedule of Quantities and shall be compensation in full for all labour, equipment and materials required to complete the work in every respect.

**6. STRIP TOPSOIL AND STOCKPILE ON-SITE  
ITEM B2**

**GENERAL:** The requirements of OPSS 206 and 802 shall apply except as amended or extended herein.

**SCOPE:** The Contractor shall strip organic material within the limits specified on the Contract Drawings. The organic material shall be stockpiled at locations onsite as directed by the Engineer.

**MEASUREMENT:** Measurement for this item shall be per square metre of topsoil stripped and stockpiled.

**PAYMENT:** Payment for this item shall be made at the unit price bid as set out in the Schedule of Quantities and shall be compensation in full for all labour, equipment and materials required to complete the work in every respect.

## **7. EARTH EXCAVATION (GRADING)**

### **ITEM B3**

**GENERAL:** The requirements of OPSS 206 shall apply except as amended or extended herein.

**SCOPE:** The work shall include the following at a minimum:

- Grading and shaping of all final ditches and swales to match existing conditions. (Approximately 200m<sup>3</sup>)
- Grading of final roadside slopes. (Approximately 30m<sup>3</sup>)
- Shoulder grading (Approximately 50m<sup>3</sup>, granular material administered under a separate item)

The Contractor is required to carefully examine the Contract Drawings and existing site conditions to further assess the cut and fill requirements to their own satisfaction. The Contractor is advised to perform his own calculations to satisfy himself that the unit price is adequate compensation for the work required under this item.

During the earthwork operations, the Contractor shall, on a daily basis, provide positive drainage to an outlet satisfactory to the Contract Administrator. The outlet shall be protected from erosion and sediment migration and monitored on a regular basis until substantial grass growth has taken place and accepted by the Contract Administrator. No additional payment will be made for such work. No claims for additional construction costs will be considered for wet subgrade areas. The Contractor shall include in his unit price all costs to provide a subgrade that is suitable to accept granular material for construction, including compaction.

All areas graded to a slope of 3:1 (3 horizontal to 1 vertical) or steeper shall be protected from erosion until substantial grass growth has taken place, and/or construction completed.

Excavated unsuitable materials may be temporarily stockpiled in an area approved by the Contract Administrator. All stockpiled material shall be protected from erosion.

Any existing field drains or outlets encountered during the grading operations shall be preserved from damage. The Contractor shall repair and/or replace any field drains or outlets that are damaged during the course of construction.

All excess fill material removed as part of excavation is to be disposed at site of the Contractor's choosing in a manner consistent with proper disposal methods. All costs associated with loading, haulage and tipping fees shall be included in this item.



Material designated for excavation included under this item shall be the removal of all materials encountered within the limits of excavation, including but not limited to, abandoned utilities, cables, cable ducts, and concrete encased ducts.

**MEASUREMENT:** Measurement for this item shall be per cubic metre excavated. Excavation quantity will be limited to theoretical dimensions provided in the Contract Documents and Drawings unless otherwise approved in writing by the Contract Administrator.

**PAYMENT:** Payment for this item shall be made at the unit price bid as set out in the Schedule of Quantities and shall be compensation in full for all labour, equipment, material and tipping fees required to complete the work in every aspect. Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

## **8. EXCAVATION, GRANULAR ITEM B4**

**GENERAL:** Excavation shall be completed in accordance with OPSS 206 except as indicated otherwise in this section. OPSS 501 shall apply for compaction.

**SCOPE:** The work shall include the following at a minimum:

- Excavation of existing granular road base
- Placement of excavated granular

This work consists of all labour, equipment and materials required to excavate, haul, place and compact excavated granular material for the road, including the application of water to aid in compaction.

The Contractor is required to carefully examine the Contract Drawings and existing site conditions to further assess the cut and fill requirements to their own satisfaction. The Contractor is advised to perform his own calculations to satisfy himself that the unit price is adequate compensation for the work required under this item.

Excavated granular materials may be temporarily stockpiled in an area approved by the Contract Administrator. All stockpiled material shall be protected from erosion.

Any existing field drains or outlets encountered during the grading operations shall be preserved from damage. The Contractor shall repair and/or replace any field drains or outlets that are damaged during the course of construction.

**MEASUREMENT:** Measurement for this item shall be per cubic metre of material excavated onsite. No measurement shall be made for placement of excavated granular. Excavation

quantity will be limited to theoretical dimensions provided on the Contract Drawings unless otherwise approved in writing by the Contract Administrator.

**PAYMENT:** Payment for this item shall be made at the unit price bid as set out in the Schedule of Quantities and shall be compensation in full for all labour, equipment and materials required to complete the work in every aspect. Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

## **9. GRANULAR "A" ITEM B5**

**GENERAL:** The requirements of OPSS 128, 314 and 501 shall apply except as amended or extended herein

**SCOPE:** This work consists of all labour, equipment and materials required to supply, haul, place and compact Granular 'A' material for the road, including the application of water to aid in compaction.

Granular 'A' for road base shall be supplied and installed to the line and grade shown on the Contract Drawings. The granular material shall be supplied, placed and compacted (to 100% standard proctor maximum dry density) in lifts no greater than 300mm.

Temporary "over-building" with Granular 'A' may be required in order to provide a sufficient base to protect the subgrade from damage resulting from construction traffic.

A frost taper of 1.5H:1V through the granular base layers shall be incorporated into the work at all pavement tie-ins.

### Materials

Granular 'A' shall not contain any recycled material (i.e., recycled concrete material, etc.).

In no case shall any materials be placed in the roadbed until it has been tested.

The Contractor shall be responsible for arranging for and carrying out quality assurance testing of granular material and for obtaining, delivery and testing samples for field compaction during placement.

The testing work shall include:

- Granular gradation samples and tests (unless the pit can provide adequate documented evidence of current or recent material-tests).
- Standard or modified Proctor tests to establish compaction targets.

- Nuclear density compaction testing during placement.

Non-conforming material that has been incorporated into the Work shall be removed and replaced with conforming material, or subjected to a payment reduction, as determined by the Contract Administrator.

**MEASUREMENT:** Measurement for this item shall be per tonne of Granular 'A' material supplied, placed and compacted for roadway, calculated from weight tickets received on the job site.

**PAYMENT:** Payment for this item shall be made at the unit price bid as set out in the Schedule of Quantities and shall be compensation in full for all labour, equipment and materials required to complete the work in every respect.

The cost of any additional QA grade checks on the recertified area shall be the responsibility of the Contractor. All grading carried out by the Contractor as a result of QA grade checks to ensure tolerances shall be carried out at no additional charge to the Owner.

## **10. GRANULAR "B" ITEM B6**

**GENERAL:** The requirements of OPSS 314 shall apply except as amended or extended herein

**SCOPE:** The Work administered under this item includes:

- Granular 'B' type II material required for roadway subbase;
- Granular 'B' type II material required to reinstate roadside slope adjacent to the reconstructed areas; and
- Any miscellaneous Granular 'B' type II required and or as directed by the Contract Administrator

### Materials

Granular 'B' type II shall not contain any recycled material (i.e., recycled concrete material, etc.).

Granular 'B' type II placement is to immediately follow and proceed in conjunction with the excavation operation.

In no case shall any materials be placed in the roadbed until it has been tested.

The Contractor shall be responsible for arranging for and carrying out quality control testing of granular material and for obtaining, delivering and testing material samples prior to their placement.

The Contractor testing work shall include:

- Granular 'B' type II gradation samples and tests (unless the pit can provide adequate documented evidence of current or recent material-tests).
- Standard or modified Proctor tests to establish compaction targets.
- Nuclear density compaction testing during placement.

Non-conforming material that has been incorporated into the Work shall be removed and replaced with conforming material, or subjected to a payment reduction, as determined by the Contract Administrator.

**MEASUREMENT:** Measurement for this item shall be per tonne of Granular 'B' type II material supplied, placed and compacted for roadway, calculated from weight tickets received on the job site.

**PAYMENT:** Payment for this item shall be made at the unit price bid as set out in the Schedule of Quantities and shall be compensation in full for all labour, equipment and materials required to complete the work in every respect.

The cost of any additional QA grade checks on the recertified area shall be the responsibility of the Contractor. All grading carried out by the Contractor as a result of QA grade checks to ensure tolerances shall be carried out at no additional charge to the Owner.

## **11. SUPPLY AND PLACE HOT MIX ASPHALT**

### **ITEM B7**

- a) **HMA - HL-3 Surface Course (40mm)**
- b) **HMA - HL-4 Base Course (50mm)**

**GENERAL:** Hot mix asphalt (HMA) shall be completed in accordance with OPSS 310 and OPSS 1150 except as indicated otherwise in this section.

**SCOPE:** This work consists of all labour, equipment and materials required to supply, haul, place and compact hot mix asphalt material for the road as specified on the Contract Drawings.

Asphalt cement shall be PGAC 58 28 as per OPSS 1101. Allowable RAP percentages shall be in accordance with OPSS 1150.

The Contractor shall provide the mix design for the asphalt to the Engineer for review, at least 2 weeks prior to placing asphalt. Asphalt mix design shall be as per OPSS 1150.04.02.

The paver shall be equipped with automatic screed controls recommended or supplied by the manufacturer of the paver, for the control of longitudinal and transverse slope and joint matching.

The automatic control device shall be capable of being operated from either side of the paver. These requirements do not apply where in the opinion of the Engineer the use of the automatic screed controls is impractical.

Machine laid patches or padding shall be required at the discretion of the Engineer and shall be included in the contract unit price for the material so used and no additional payment will be made for such work.

**MEASUREMENT:** Measurement for this item shall be per tonnes of asphalt supplied, placed and compacted, calculated from weight tickets received on the job site.

**PAYMENT:** Payment for this item shall be made at the unit price bid as set out in the Schedule of Quantities and shall be compensation in full for all labour, equipment and materials required to complete the work in every respect.

## **12. TACK COAT**

### **ITEM B8**

**GENERAL:** These items shall conform to OPSS 310 except as amended herein.

**SCOPE:** This work consists of all labour, equipment and materials required to place tack coat on asphalt horizontal surfaces and joint vertical surfaces.

Tack coat is required on the surface of the asphalt base course prior to placement of the asphalt surface course. Tack shall be applied to vertical surfaces at which joints are made, with a thin uniform and continuous coating.

**MEASUREMENT:** Measurement for this item shall be per square metre of tack coat provided and installed, measured in a horizontal plane.

**PAYMENT:** Payment for this item shall be made at the unit price bid as set out in the Schedule of Quantities and shall be compensation in full for all labour, equipment and materials required to complete the work in every respect, including sweeping the existing surface, and supply and placement of the tack coat.

**13. LAP JOINT  
ITEM B9**

SCOPE: At all locations where new asphalt ties into existing, the Contractor shall mill the existing surface course asphalt for a 300 mm width by 40mm depth and tack coat the milled surface prior to placing the surface course asphalt. For disposal of all materials refer to OPSS 510.

MEASUREMENT: Measurement for this item shall be per linear metre of milled joint, measured in a horizontal plane.

PAYMENT: Payment for this item shall be made at the unit price bid as set out in the Schedule of Quantities and shall be compensation in full for all labour, equipment and materials required to complete the work in every respect.

**14. RIP RAP  
ITEM B10**

GENERAL: These items shall conform to OPSS 511 except as amended herein.

SCOPE: The work administered under this item includes the ditch culvert end treatments.

Geotextile shall be free of folds, tears and wrinkles.

Rip-rap placed on geotextile shall not be dropped from a height of not more than 1.0 m above ground.

MEASUREMENT: Measurement for this item shall be per square metre of rip rap supplied and installed.

PAYMENT: Payment for this item shall be made on the appropriate unit price bid in the Schedule of Quantities and shall be compensation in full for all labour, materials and equipment to complete the work as specified herein.

**15. PLACEMENT OF TOPSOIL, FROM STOCKPILES  
ITEM B11**

GENERAL: These items shall conform to OPSS 802 except as amended herein.

SCOPE: This work consists of all labour, equipment required to haul and place stockpiled topsoil from the site to locations as shown on the Contract Drawings or as directed by the Contract Administrator.



The work shall include the following at a minimum:

- Placement of topsoil from stockpiles on all new and/or disturbed slopes at a depth of 100 mm as directed by the Engineer.
- Harrowing of side slopes and fill areas

Any leftover stockpiled topsoil shall be removed from the site at Contractor's expense. Removal shall include costs for loading, hauling and dumping.

MEASUREMENT: Measurement for this item shall be per square metre of topsoil placed from stockpile.

PAYMENT: Payment for this item shall be made on the appropriate unit price bid in the Schedule of Quantities and shall be compensation in full for all labour, materials and equipment to complete the work as specified herein.

## **16. SEED AND COVER ITEM B12**

GENERAL: This item shall be completed in accordance with OPSS.MUNI 804 except as indicated otherwise in this section.

SCOPE: The Contractor shall supply all labour, materials and equipment associated with applying seed, fertilizer and cover. Following placement of topsoil, seed and cover shall be applied to all disturbed and regraded areas (including roadway front slopes up to the top of subgrade elevation) as noted on the Contract Drawings.

Permanent seed mix shall be "Standard Roadside Mix" as per OPSS.MUNI 804, Table 1. The permanent seed mix shall be supplemented with an annual nurse crop seed in accordance with OPSS.MUNI 804. Seed and fertilizer shall be applied on a well-worked seedbed at a rate as specified by OPSS.MUNI 804, Table 2.

Cover shall be in accordance with OPSS.MUNI 804 and shall be applied as a separate operation immediately following the application of seed and fertilizer.

The Contractor shall water all seeded areas.

The Contractor shall maintain seeded area from start of installation until final acceptance including protection against erosion prior to substantial growth.

The Contractor shall water all seeded areas as required to establish good growth for a minimum of one (1) month following the placement of seed and cover.

Contractor to cut grass within the seeded areas to 40mm when it reaches height of 65mm and remove clippings which will smother grassed area.

Maintain seeded areas to be weed free.

### Acceptance

Seeded and sodded areas will be accepted at final inspection provided that:

- Areas are properly established.
- Areas are free of bare or dead spots and without weeds.

Areas seeded in the Fall will be accepted in the following Spring, one month after start of growing season provided acceptance conditions are fulfilled.

**MEASUREMENT:** Payment shall be based on actual area of seed and cover placed and measured in square metres on site by the Contract Administrator and Town of Amherstburg.

**PAYMENT:** Payment for this item shall be at the unit bid price and shall be full compensation for all equipment, labour and materials required to complete this work in every respect. The watering of seed and cover to establish growth shall be included in the unit price for these items. Payment will be made to 80% of the Contract unit rate upon installation, and the remaining 20% will be paid after the seed is established to the satisfaction of the town of Amherstburg.

## **17. PAVEMENT MARKING**

### **ITEM B13**

- a) Centreline Markings (100 mm wide)**
- b) Stop Bars (600 mm wide)**

**GENERAL:** OPSS 710, 1716 and 1750 shall apply and govern except as amended or extended herein.

**SCOPE:** This work consists of all labour, equipment and materials required to apply traffic paint to new asphalt surfaces.

The Contractor shall supply and install Water Based Permanent paint for pavement markings which shall include one 100mm wide centre line and two 600mm wide stop bars.

The product supplied shall be Ennis Paint Canada Permanent, Water-Borne, Yellow traffic paint or approved equivalent and Ennis Paint Canada Permanent, Water-Borne, White traffic paint or approved equivalent.

The product model to be used shall conform to OPSS 1716 (Water Borne Traffic Paint) and be approved by the Ministry of Transportation of Ontario. The colour of the paint shall be in accordance with the current Ministry of Transportation of Ontario Standards. Non-coning paint shall be used.

All pavement markings shall be reflectorized using glass beads. Glass Beads shall conform to OPSS 1750 specifications. Reflectorizing glass beads shall be applied uniformly at a rate of 0.70 kg ( $\pm$  0.10 kg) per litre of paint immediately after paint applications and before the paint dries. The Contractor shall supply and apply "Drop On" glass beads for ALL pavement markings.

All pavement markings shall adhere to Ontario Traffic Manual (Book 11) design standards. Line types and widths shall be installed per the contract drawings. The Engineer shall check and approve all pavement marking layouts before application of pavement marking materials.

Pavement Markings shall have a well-defined edge that is free from waviness, uniformly dimensioned and shaped, and applied with no splatter or overspray. All surfaces shall be dry and free of loose objects, grease or soil before paint is applied.

Any pavement markings that do not meet colour, pattern, dimension, or material specifications shall be removed completely. Black paint shall not be used as pavement marking removal method.

### Installation

The Contractor shall layout all pavement markings, as required, unless otherwise directed by the Contract Administrator. The Contractor shall notify the Contract Administrator 48 hours in advance of the application of the pavement markings. All pavement marking layouts shall be approved by the Contract Administrator prior to installation.

**MEASUREMENT:** Measurement for this item will be made per lineal metre of pavement marking, including all pre-markings.

**PAYMENT:** Payment for this item shall be made per metre length of centreline and stop bar painted and taped set out in the Schedule of Quantities and shall be compensation in full for all labour, equipment and materials required to complete the work in every respect.

**18. INSTALLATION OF 200mm Ø PVC CULVERT PIPE (PROVISIONAL)  
ITEM C1**

GENERAL: These items shall conform to OPSS 421 except as amended herein.

SCOPE: This work consists of all labour, equipment and materials required to install a 200mm diameter PVC culvert pipe, 18m in length, as shown on the Contract Drawings or as directed by the Contract Administrator.

The existing upstream and downstream inverts shall be maintained or unless otherwise directed by the Contract Administrator.

Pipe embedment and back fill shall be as per OPSD 802.010. Pipe bedding shall be Granular 'A' and shall be included in item price. The pipe cover and backfill shall be Granular 'A' and shall be included under ITEM B4 "Granular A"

MEASUREMENT: Measurement for this item shall be per lineal metre of PVC pipe installed.

PAYMENT: Payment for this item shall be made at the unit price bid as set out in the Schedule of Quantities and shall be compensation in full for all labour, equipment and materials required to complete the work in every respect.

The Contractor is not entitled to payment for Provisional Items, except for additional work required or requested, approved by the Contract Administrator and completed in accordance with the Contract Documents and then only to the extent of such additional work.

**19. MATERIALS TESTING AND INSPECTION (ALLOWANCE)  
ITEM C2**

SCOPE: This item is intended to cover expenditures required for material testing during the execution of the Contract.

The amount of the Material Testing Allowance shown in the Form of Tender shall be included in the Total Tender Price.

Payment will be made only work authorized by the Contract Administrator, which is completed in accordance with the instructions of the Contract Administrator.

The Contractor will not be entitled to payment of any or all of the material testing allowances unless the work is authorized, in writing by the Engineer. Field Staff are not authorized to allow work under this item.

The Contractor shall provide the Engineer with a minimum of three days' notice prior to requiring material testing. If material testing cannot be completed on that day the Contractor

shall provide at least 24 hours notice to the Engineer and testing company. If sufficient notice is not provided, the Contractor shall pay for any costs incurred where material testing could not be completed due to Contractor delays.

**20. CONTINGENCY (PROVISIONAL)**  
**ITEM C3**

**GENERAL:** OPS General Conditions of Contract.

**SCOPE:** Extra work is work which is required, but not described in this document or on the Contract Drawings. No work shall be regarded as extra work unless it is approved in writing by the Town and with the agreed price and method of payment for it specified on the said approval, provided the said price is not otherwise determined by the quote. All notification claims for extra work shall be made to the Town before the extra work is started.

The Contingency is an allowance which is for the sole benefit of the Corporation. While the Corporation shall, as required by the Contract Documents, pay the Contractor for all work performed, the Corporation has no obligation to pay any Contingency to the Contractor.

The amount of the Contingency Allowance shown in the Form of Tender shall be included in the Total Contract Bid.

## **APPENDIX A**

### **ENVELOPE 1 COVER**

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

Envelope 1 shall contain:

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



SUBMITTED BY:

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**TENDER  
ENVELOPE 1**

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

**ATTENTION: CLERKS DEPARTMENT**

**PROJECT: LIBRO CENTRE TEMPORARY ENTRANCE  
PWD-RD-2016-002**

**CLOSING: FRIDAY, SEPTEMBER 30, 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**

### **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:

- In T-1 Contractor Identification Sheet
- T-2 to T-4 Tender Price
- T-5 Contractor Qualifications and Experience
- T-6 Project Team & Subcontractors
- T-7 to T-8 References
- T-9 Acknowledgement of Tender Documents Received by Bidder and Addenda
- T-10 Acknowledgement if Only One Tender is Received

SUBMITTED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TENDER  
ENVELOPE 2**

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

**ATTENTION: CLERKS DEPARTMENT**

**PROJECT: LIBRO CENTRE TEMPORARY ENTRANCE  
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RECEIVED DATE: \_\_\_\_\_ RECEIVED TIME: \_\_\_\_\_ RECEIVER'S INITIALS: \_\_\_\_\_ SUBMITTER'S INITIALS: \_\_\_\_\_

**APPENDIX C**

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

## Accessible Customer Service Standards Policy

### Disruption of Services

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

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

### Training

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



### Feedback

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

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

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

**CONTRACT DRAWINGS**

# TOWN OF AMHERSTBURG



TOWN OF AMHERSTBURG  
271 SANDWICH STREET SOUTH  
AMHERSTBURG, ONTARIO  
N9V 2A5

**HRYCAY**  
CONSULTING ENGINEERS INC.

1725 North Talbot Road  
Windsor, Ontario  
telephone (519) 737-7234 fax (519) 737-7796  
web www.hcei.ca



KEY PLAN  
N.T.S.

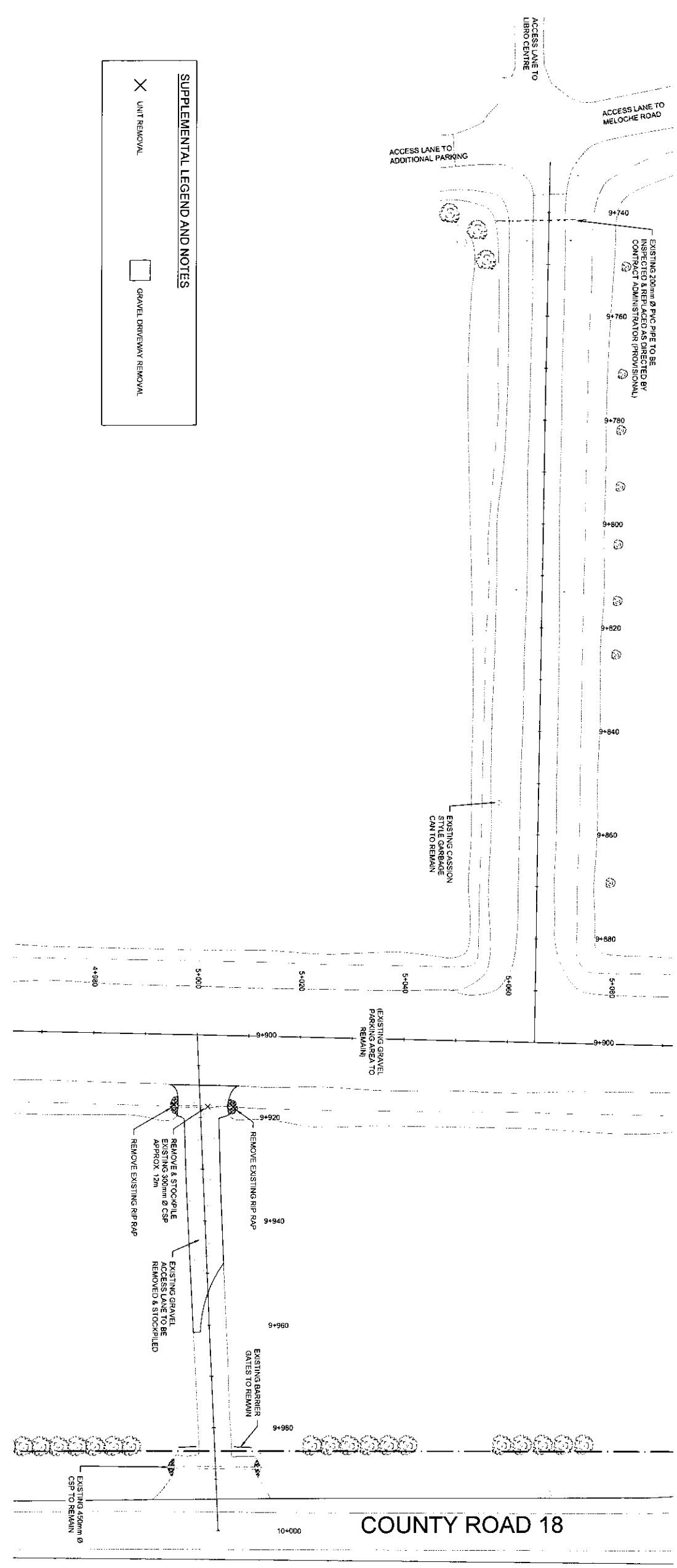
## LIST OF DRAWINGS

R-001	LIBRO CENTRE TEMPORARY ENTRANCE REMOVALS PLAN
C-001	LIBRO CENTRE TEMPORARY ENTRANCE NEW ACCESS ROAD
XC-001	LIBRO CENTRE TEMPORARY ENTRANCE CROSS SECTIONS - STA. 1+000 to STA. 1+160
XC-002	LIBRO CENTRE TEMPORARY ENTRANCE CROSS SECTIONS - STA. 1+173 to STA. 1+298.51

## LIBRO CENTRE TEMPORARY ENTRANCE

CONTRACT NO. PWD-RD-2016-002

HCEI Project No. M416



**SUPPLEMENTAL LEGEND AND NOTES**

X UNIT REMOVAL

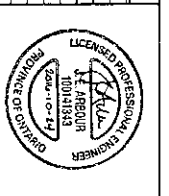
□ GRAVEL DRIVEWAY REMOVAL

1. The drawings are a guide only and do not constitute a contract. The responsibility of the contractor is to verify all dimensions and conditions on site before construction.

2. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

3. The drawings are to be used as a guide only and do not constitute a contract. The responsibility of the contractor is to verify all dimensions and conditions on site before construction.

No.	Issue / Revision	Date	Auth.
0	DESIGN CONCEPT ISSUED FOR CLIENT REVIEW	2016/07/22	JAA
1	30% DESIGN ISSUED FOR CLIENT REVIEW	2016/09/12	JAA
2	90% DESIGN ISSUED FOR CLIENT REVIEW	2016/09/19	JAA
3	ISSUED FOR TENDER	2016/10/24	JAA
4	ISSUED FOR CONSTRUCTION		JAA



**NOTE**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON SITE BEFORE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON SITE BEFORE CONSTRUCTION.

**BENCH MARKS**

BM#1  
 1M TOP CORNER AT NW CORNER OF  
 19 AND MELOCHE ROAD  
 ELEV. = 100.000

**HRYCAY CONSULTING ENGINEERS INC.**

1723 14th Ave, 2nd Floor  
 Toronto, Ontario M5S 1T8  
 Tel: (416) 593-7778  
 Fax: (416) 593-7779  
 Web: www.hrycay.ca

**Town of Amherstburg**

271 SANDWICH STREET SOUTH  
 AMHERSTBURG, ONTARIO  
 N0B 1S0

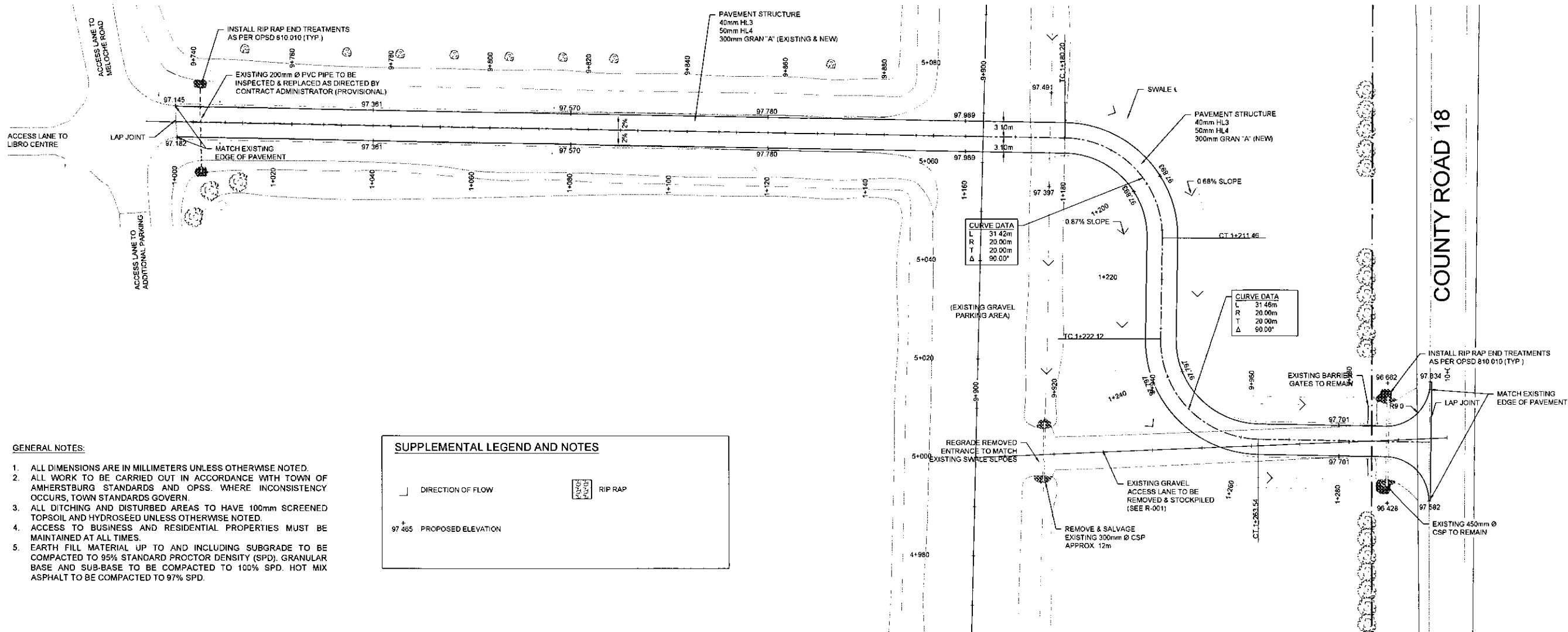
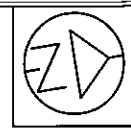
**Malche Road Reconstruction**

CONTRACT NO. PMO-2016-002  
 LIBRO CENTRE TEMPORARY ENTRANCE  
 REMOVALS PLAN

Scale: 1:500

Drawn: JAA  
 Checked: JAA  
 Date: 2016/07/24

Project No: R-001



**FOR CONSTRUCTION**

No.	Issue / Revision	Date	Auth.
0	DESIGN CONCEPT ISSUED FOR CLIENT REVIEW	2016/08/22	JEA
1	30% DESIGN ISSUED FOR CLIENT REVIEW	2016/09/12	JEA
2	90% DESIGN ISSUED FOR CLIENT REVIEW	2016/09/16	JEA
3	ISSUED FOR TENDER	2016/09/19	JEA
4	ISSUED FOR CONSTRUCTION	2016/10/24	JEA



**NOTE:**  
THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERHEAD UTILITIES AND STRUCTURES ARE NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND WHERE THEY ARE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED BEFORE STARTING WORK THE CONTRACTOR SHALL ASCERTAIN THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGES TO THEM.

**BENCHMARKS**  
BM1  
FH TOP NUT AT NW CORNER OF COUNTY ROAD 18 AND MELOCHE ROAD  
ELEV = 100.000

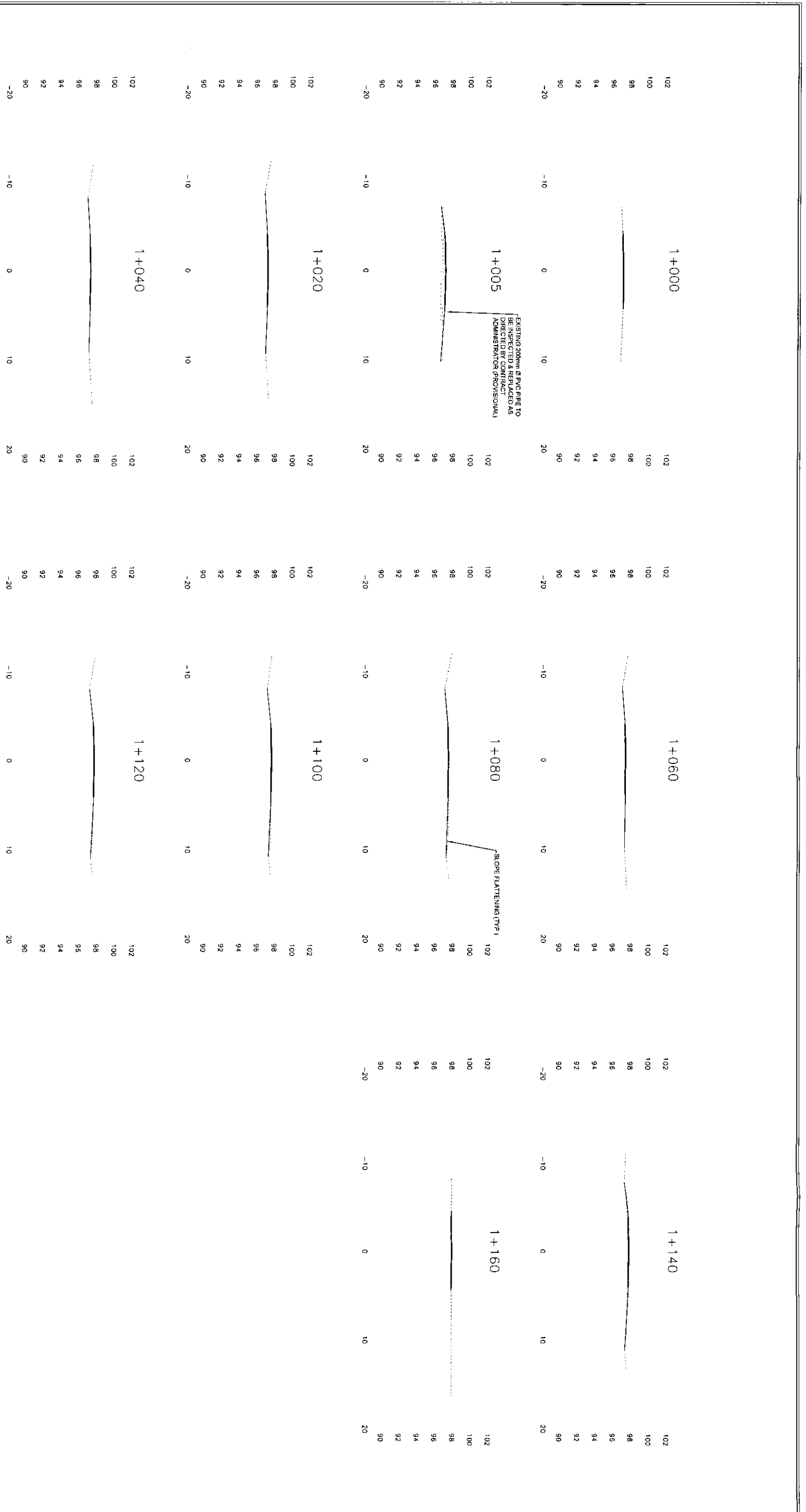
**HRYGAY CONSULTING ENGINEERS INC.**  
1725 North Talbot Road  
Windsor, Ontario  
Telephone: (519) 737-7224  
Fax: (519) 737-7795  
web: www.hce.ca

**Town of Amherstburg**  
271 SANDWICH STREET SOUTH  
AMHERSTBURG, ONTARIO  
N0V 2A5

Drawn	Checked	Designed	Created	Date	Drawn No.
SCR	CB	SCR	JEA	2016/10/24	
Scale	Sheet No.	Drawn No.	Issue No.	Revision No.	
1:400	M416		4		

**Meloche Road Reconstruction**  
CONTRACT NO. PWD-RD-2016-002  
LIBRO CENTRE TEMPORARY ENTRANCE  
New Access Road

**C-001**



No.	Issue/Revision	Date	Auth.
0	DESIGN CONCEPT ISSUED FOR CLIENT REVIEW	2018/03/22	JEA
1	20% DESIGN ISSUED FOR CLIENT REVIEW	2018/09/12	JEA
2	30% DESIGN ISSUED FOR CLIENT REVIEW	2018/09/16	JEA
3	ISSUED FOR TENDER	2018/09/18	JEA
4	ISSUED FOR CONSTRUCTION	2018/10/24	JEA

**FOR CONSTRUCTION**

**NOTE:**  
 THE LOCATION OF POLE LINES, INCLUDING WATERMANS, REMAINS THE SAME AS SHOWN ON THE PREVIOUS EDITIONS OF THE PLAN. STRUCTURES AND OTHER FEATURES NOT SHOWN ARE TO BE LOCATED BY THE CONTRACTOR AND NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL STRUCTURES AND OTHER FEATURES BEFORE STARTING WORK. THE CONTRACTOR SHALL ASCERTAIN THE EXACT LOCATION OF ALL STRUCTURES AND OTHER FEATURES AND SHALL BE RESPONSIBLE FOR THE STABILITY OF SUCH STRUCTURES AND OTHER FEATURES.

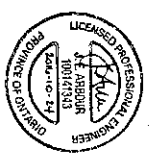
**HRycay CONSULTING ENGINEERS INC.**  
 1123 14th Street West  
 Winnipeg, Ontario  
 R2M 1S8  
 Tel: (519) 337-7788  
 Web: www.hrycay.ca

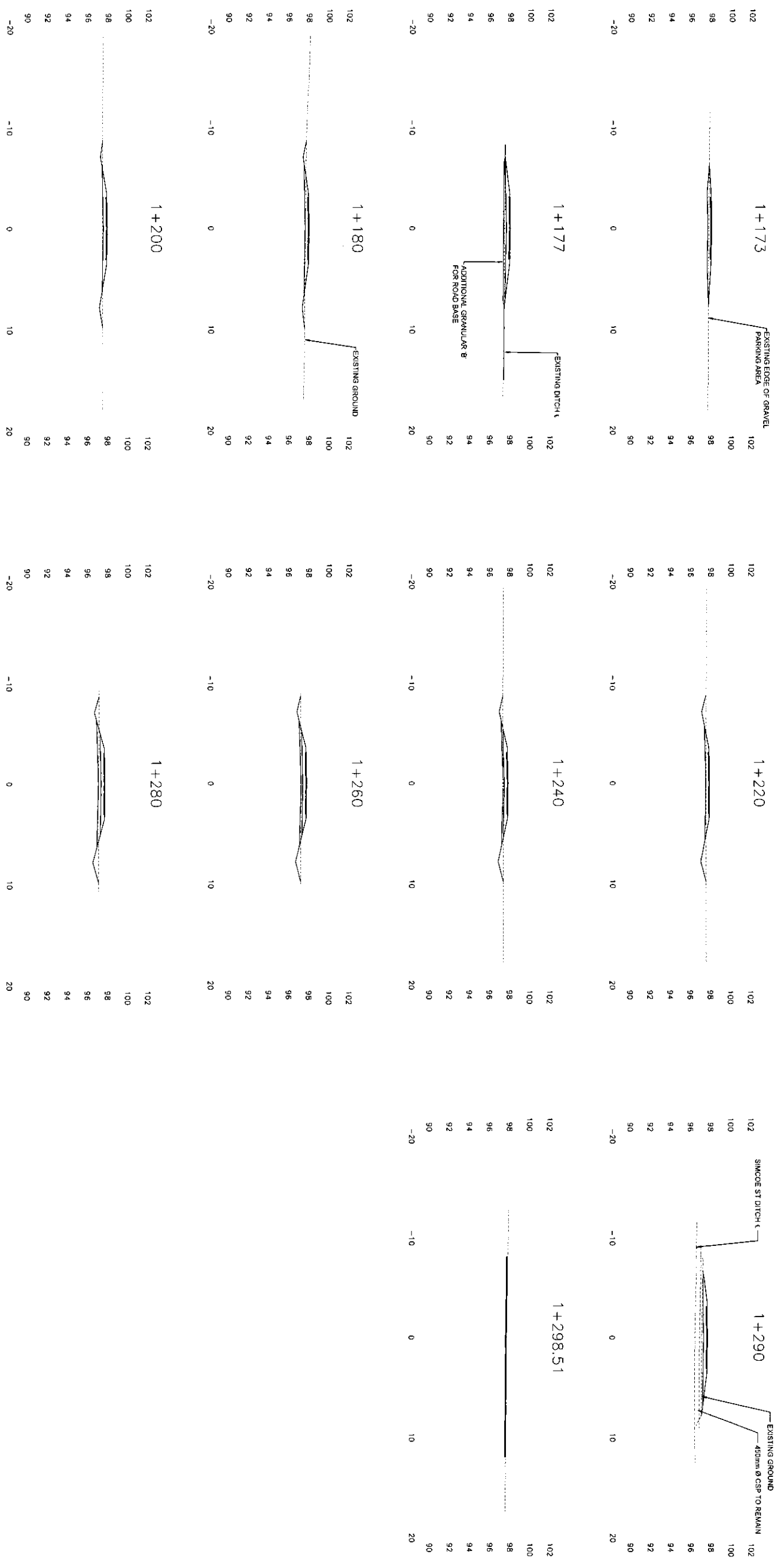
**Maloche Road Reconstruction**  
 CONTRACT NO. P2400-2018-02  
 LIBRO CENTRE TEMPORARY ENTRANCE  
 CROSS SECTIONS  
 STA 1+000 to STA 1+150

Scale: 1:50

Drawn: JEA  
 Checked: JEA  
 Date: 2018/10/24

Project No: **XC-001**





**FOR CONSTRUCTION**

No.	Issue / Revision	Date	Auth.
0	DESIGN CONCEPT ISSUED FOR CLIENT REVIEW	2016/02/22	J.E.A.
1	30% DESIGN ISSUED FOR CLIENT REVIEW	2016/09/12	J.E.A.
2	60% DESIGN ISSUED FOR CLIENT REVIEW	2016/09/16	J.E.A.
3	ISSUED FOR TENDER	2016/09/16	J.E.A.
4	ISSUED FOR CONSTRUCTION	2016/10/24	J.E.A.

**LICENSED PROFESSIONAL ENGINEER**  
**J. E. ARBIB**  
 108141343  
 2016-10-14  
 PROVINCE OF ONTARIO

**NOTE:**  
 THE POSITION OF ALL UTILITIES, INCLUDING SEWERS AND OTHER UNDERGROUND AND OVERHEAD UTILITIES AND STRUCTURES ARE NOT NECESSARILY SHOWN ON THE CONTRACT POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED BEFORE STARTING WORK. THE CONTRACTOR SHALL ASSESS AND VERIFY THE POSITION OF ALL UTILITIES AND STRUCTURES TO BE MAINTAINED AND SHALL ASSUME ALL LIABILITY FOR DAMAGES TO THEM.

**HRycay CONSULTING ENGINEERS INC.**  
 1721 Hwy. 7A W. Road  
 Markham, ON L3R 9V4  
 Tel: (905) 707-7796  
 Fax: (905) 707-7796  
 www.hr-rycay.com

**Town of Amherstburg**  
 271 SANDWICH STREET SOUTH  
 NEW ZION  
 NEW ZION

**Melodie Road Reconstruction**  
 CONTRACT NO. PWD-2015-002  
 LIBRO CENTRE TEMPORARY ENTRANCE  
 CROSS SECTIONS  
 STA. 1+173 to STA. 1+298.51

Drawn by	Checked by	Scale	Date
SCR	CB	1:250	1/2/20
Drawn by	Checked by	Scale	Date
SCR	CB	1:250	1/2/20

**XC-002**