

Reference Agreement A-2017-24
as a schedule to this by-law.

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2017-24

By-law to enter into a contract with Nevan Construction Inc. for the
8th Concession Road Drain South

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 Nevan Construction Inc. for the 8th Concession Road Drain South.

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 24th day of April, 2017.



MAYOR – ALDO DICARLO



MUNICIPAL CLERK – PAULA PARKER

The Corporation of the
Town of Amherstburg, Ontario



CONTRACT

**8TH CONCESSION ROAD DRAIN SOUTH
PWD-MD-2012-017**

**LABOUR & MATERIAL
PAYMENT BOND
(Trustee Form)**



Standard Construction Document

CCDC 222 - 2002

No. 23322817

Bond Amount \$389,643.00

Nevan Construction 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 all Provinces and Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto The Town of Amherstburg as Obligee, hereinafter called the Obligee, in the amount of Three Hundred Eighty Nine Thousand Six Hundred Forty Three Dollars (\$389,643.00) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated 11th day of August, in the year 2017 for Improvement to several of the bridges located along the drain, along with cleaning and improvements of the open drain and the access pipes in the 8th Concession Road Drain South

in accordance with the Contract Documents submitted, and which are by reference made part hereof and are hereinafter referred to as the Contract.

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

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



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

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 9th day of August in the year 2017.

SIGNED and SEALED
in the presence of

Nevan Construction Inc.

Walter Branca
Signature

Walter Branca
Name of person signing

AVIVA INSURANCE COMPANY OF CANADA

Deborah Mastronardi
Signature

Deborah Mastronardi, Attorney-in-Fact

Name of person signing

A2796



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Canadian Construction Documents Committee

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

PERFORMANCE BOND



Standard Construction Document

CCDC 221 - 2002

No. 23322817

Bond Amount \$389,643.00

Nevan Construction 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 all Provinces and Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto The Town of Amherstburg as Obligee, hereinafter called the Obligee, in the amount of Three Hundred Eighty Nine Thousand Six Hundred Forty Three Dollars (\$389,643.00) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated 11th day of August, in the year 2017 for Improvement to several of the bridges located along the drain, along with cleaning and improvements of the open drain and the access pipes in the 8th Concession Road Drain South hereinafter referred to as the Contract.

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 9th day of August, in the year 2017.

SIGNED and SEALED

in the presence of

Nevan Construction Inc.

Walter Branco
Signature

Walter Branco
Name of person signing

AVIVA INSURANCE COMPANY OF CANADA

Deborah Mastronardi
Signature

Deborah Mastronardi, Attorney-in-Fact

Name of person signing

A2794



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CSIO

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS				2. INSURED'S FULL NAME AND MAILING ADDRESS			
Town of Amherstburg				Nevan Construction Inc.			
271 Sandwich St. S.				950 Seaciff Drive			
Amherstburg ON		POSTAL CODE	N9V 2N5	Kingsville Ontario		POSTAL CODE	N9Y 2K9

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)
 Operations usual to the named insured

4. COVERAGES
 This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	AVIVA Insurance Company of Canada - 81773066	2017/04/17	2018/04/17	COMMERCIAL GENERAL LIABILITY	\$1,000	
				BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		\$2,000,000
				- EACH OCCURRENCE		\$2,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		\$2,000,000
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		\$2,000,000
				MEDICAL PAYMENTS		\$25,000
				TENANTS LEGAL LIABILITY		\$500,000
<input type="checkbox"/> POLLUTION LIABILITY EXTENSION						
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> HIRED AUTOMOBILES	AVIVA Insurance Company of Canada - 81773066	2017/04/17	2018/04/17	NON OWNED AUTOMOBILE		\$2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE	Economical Insurance - 64002729	2017/04/17	2018/04/17	BODILY INJURY AND PROPERTY DAMAGE COMBINED		\$1,000,000
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>	AVIVA Insurance Company of Canada - 81773066	2017/04/17	2018/04/17	EACH OCCURRENCE	\$10,000	\$3,000,000
				AGGREGATE		
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						

5. CANCELLATION
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS				7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)			
Ives Insurance Brokers Ltd.							
347 Maidstone Avenue East							
P. O. Box 389							
Essex ON		POSTAL CODE	N8M 2Y4			POSTAL CODE	
BROKER CLIENT ID:							

8. CERTIFICATE AUTHORIZATION			
ISSUER	Ives Insurance Brokers Ltd.	CONTACT NUMBER(S)	
AUTHORIZED REPRESENTATIVE	Debbie Mastronardi	TYPE Main	NO. (519) 776-7371
		TYPE Fax	NO. (519) 776-4451
		TYPE	NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE	<i>Debbie Mastronardi</i>	DATE	March 22, 2017
		EMAIL ADDRESS	debbiem@ivesinsurance.com

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mm-yyyy) / Période de validité (jj/mm/aaaa)
NEVAN CONSTRUCTION INC	950 SEACLIFF DR, KINGSVILLE, ON, N9Y2K9, CA	4122-000: Waterworks and Sewage Systems 1000-007: Non-Exempt Partners and Executive Officers in Rate Group 732	THE CORPORATION OF THE TOWN OF AMHERSTBURG / TOWN OF AMHERSTBURG	271 SANDWICH ST SOUTH, AMHERSTBURG, ON, N9V2A5, CA	S000000CUYJ3	20-Aug-2017 to 19-Feb-2018

AGREEMENT

THIS AGREEMENT made in quadruplicate this 29th day of August 2017.

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

AND

NEVAN CONSTRUCTION INC.
(hereinafter called the Contractor) of the second part.

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

8th CONCESSION ROAD DRAIN SOUTH

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

The Contractor hereby covenants and agrees to provide and supply at his expense, all and every kind of labour and materials for, and to undertake and complete in strict accordance with his Tender dated the:

10th day of February 2017

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

Three Hundred Eighty-Nine Thousand, Six Hundred Forty-Three dollars and Zero Cents

(\$ 389,643.00) excluding H.S.T.

The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Town of Amherstburg Engineering and Public Works Department, as outlined below:

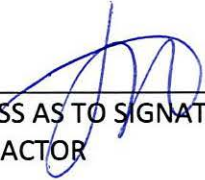
- The Contractor agrees to have the required equipment and labour at the site to work continuously on this project (weather conditions permitting) no later than December 15th, 2017, and agrees to complete the works no later than September 3rd, 2018 under the terms, conditions and price stipulated in this Agreement.
- If the Contractor is unable to start work on or before December 15th, 2017, the said Contractor shall notify the Town of Amherstburg of its intentions to delay project commencement as soon as possible.
- Any changes to the date of work commencement and/or project scheduling proposed by the Contractor must be submitted in writing to the Town of Amherstburg Public Works Department for approval. Upon receipt of such a proposal, the Town will respond to the Contractor in writing within 48 hours. In the event that said changes are found to be unacceptable to the Town, the timing conditions listed herein shall govern.

The Contractor further covenants and agrees that he will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution of negligent execution thereof by the Contractor, its servants, agents or employees.


The Corporation hereby covenants and agrees that if the said Work is duly and properly executed and materials are provided as aforesaid, and if the said Contractor carries out, performs and observes all of the requirements and conditions of this Agreement, the Corporation will pay to the Contractor, the price set forth in his Tender, such payment or payments to be made in accordance with the provisions of the General Conditions of the Contract to above.

This Agreement and everything herein contained shall endure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.



WITNESS AS TO SIGNATURE OF
CONTRACTOR



Contractor's Signature and Seal

Walter Branco - Neven Construction
Contractor's Name

950 Seaciff Dr - Kingsville, ON, N9Y2K9
Contractor's address

CORPORATION OF THE TOWN OF AMHERSTBURG



WITNESS AS TO SIGNATURE OF
CORPORATION



Aldo DiCarlo, Mayor



Paula Parker, Clerk

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8th Concession Road Drain South
PWD-MD-2012-017

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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 complete improvement to several of the bridges located along the drain, along with cleaning and improvements of the open drain and the access pipes not being replaced at this time located in the 8th Concession Road Drain South.

2. DEFINITIONS

"Contract" includes the Agreement to do the work entered into with the Owner, the Specifications, the General Conditions, Information to Tenderers, Special Provisions of Contract, the Plans, the Tender and all other documents referred to in or connected with the said Agreement.

"Contractor" or "Bidder" or a pronoun in place thereof, means the individual, person or persons, firm, company or corporation submitting a Tender to the Town or who have undertaken to carry out the Contract.

"Corporate Contact" is the Town Employee and the Consulting Engineer defined as the sole contacts in relation to the administration of the Tender process and technical inquiries regarding the scope of the project.

"Corporation" shall mean the Municipality or Municipalities in or for which the work is being carried out.

"Engineer" shall refer to and mean ROOD ENGINEERING INC., 9 Nelson Street, Leamington, Ontario, N8H 1G6 or any of their duly authorized representatives.

"Inspector" means an inspector for the Owner or Engineer acting under the direction of the Owner or Engineer.

"Owner" means the Municipality, Corporation, Company, Individual or Purchaser named in the Form of Tender, for whom the work is being performed.

"Period of maintenance" means the period from the date of Substantial Performance of the Contract, as set out in the Certificate of Substantial Performance, to the date of issuance of the Final Certificate and shall be not less than 12 months.

"Plans" means all plans, profiles, drawings, sketches, or copies thereof exhibited, used or prepared for or in connection with the work embraced under the Contract.

"Plant" (unless the context requires a different meaning) means every temporary or accessory means necessary or required to carry on or complete the work and extra work, in the time and manner herein provided.

"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.

"shall", "may", "herein", "person", "writing", or "written", "surety", and "security", and words used in the singular number or the masculine gender, shall have the meaning and effect as given in the Interpretation Act of the Revised Statutes of Ontario.

"Solicitor" means legal representation acting on behalf of the Town.

"Sub-Contractor" includes only a person, firm or corporation having a contract for the execution of a part or parts of the work included in the general contract or a person, firm or corporation furnishing material called for in the general contract and worked to a special design according to the plans or specifications, but does not include one who merely furnishes material not so worked.

"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" or "works" (unless the context requires a different meaning) means the whole works, materials, matters and things required to be done, supplied, or installed that are mentioned or referred to in the Contract, including all extra or additional work or material, matters or things which may be ordered by the Engineer, as herein provided or 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), Tuesday, March 7, 2017

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.

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.

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- 9 Tender Price
- T- 10 Contractor Qualifications and Experience
- T- 11 & 12 References
- T-13 Acknowledgement of Tender Documents Received by Bidder
and Addenda
- T- 14 Acknowledgement if Only One Tender is Received

7. BID BOND

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

The Certified Cheque or Bid Bond of the successful Contractor will be retained as liquidated damages to indemnify the Owner in case of default until such time as the contract is executed. All Certified Cheques or Bid Bonds will be returned without interest should a contract not be executed within ninety (90) days of the date of closing of this quotation.

8. PERFORMANCE BOND AND LABOUR AND MATERIAL PAYMENT BOND

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

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

9. EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

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

Each Bidder must visit the site and review the plans and specifications before submitting his tender and must satisfy himself as to the extent of the work and local conditions to be met during the construction period. He is not to claim at any time after submission of his quotation that there was any misunderstanding of the terms and conditions of the contract

relating to site conditions. The quantities shown as indicated on the drawings or in the quotation are estimates only and are for the sole purpose of indicating to the bidders the general magnitude of the work. The Bidder is responsible for checking quantities for accuracy prior to submitting his quotation.

10. AGREEMENT AND GENERAL CONDITIONS

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

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

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

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

11. INSURANCE

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

- i. A Commercial General Liability (CGL) policy that shall be not less than 5 million dollars per occurrence.
- ii. The CGL policy shall include bodily injury including death, personal injury, property damage, tenants legal liability, non-owned automobile and contain a cross liability/severability of interest clause. The certificate must also include acknowledgement that coverage under the policy specifically extends to the works in question. The COI shall name the Town of Amherstburg as additional insured to the policy.

- iii. The CGL policy shall not contain any exclusion or limitation in respect to shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or subsidence of any property, structure or land from any cause. (if necessary)
- iv. The Contractor shall note that where construction works are performed within lands owned by the County of Essex the CGL policy shall also name the County of Essex as additional insured to the policy. (if necessary)
- v. The liability insurance shall be endorsed to provide that the policy shall not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Town of Amherstburg.
- vi. Automobile Liability Policy that shall not be less than \$5,000,000 covering the vehicles to be used by the successful candidate in the performance of the work. The coverage shall not allow subrogation by the insurer against the Town of Amherstburg.

12. CORPORATE CONTACT AND COMMUNICATIONS

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

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

Purchasing Department

Town of Amherstburg

Phone: 519-736-0012

Email: purchasing@amherstburg.ca

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

Gerard Rood, P.Eng.

Rood Engineering Inc.

Phone: 519-322-1621

Email: gerard@roodengineering.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 employees, or any other person performing the work, and acknowledges that they are the Contractor, as defined by the province's Occupational Health & Safety Act.

18. NON-RESIDENT CONTRACTOR

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

If the Contractor is non-resident in Ontario, they shall immediately, after being notified by the Town that the Town has approved the award of contract, obtain from the Canada

Revenue Agency a certificate showing that the Contractor has registered with the Canada Revenue Agency and shall submit such certificate to the Town at the same time that they furnish the Performance Bond.

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

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

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

19. CORPORATE SEAL

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

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

20. WORKPLACE SAFETY AND INSURANCE BOARD PAYMENTS

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

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

21. RESERVATION OF RIGHT

Contractors will not have the right to change conditions, terms or prices of the Tender once the Tender has been submitted in writing to the Town. Bidders shall withdraw tender

submissions in accordance with Section 27 - Withdrawal or Qualifying of Tenders contained in this document.

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

22.ADDENDA

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

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

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

Addenda must be acknowledged on page T-12 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 withdraw a Tender has been received prior to the closing time, and it has been verified to be signed and sealed by the corporation, the unopened submission 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-10 Contractor Qualifications and Experience
- b) T-11 & 12 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

It is understood that the Corporation of the Town of Amherstburg is not bound to accept the lowest, or any bid submission.

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

A Tender is accepted by the Town when the agreement is executed by the Town and the successful bidder; or upon 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. An agreement 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) 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
- e) 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 sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carryon of the work, or by any neglect on the contractor's part.

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 Town 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

Liquidated Damages are not applicable to this project.

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.TIME OF COMPLETION

The bidder agrees that, if this tender is accepted, he shall commence work as soon as practical. The Contractor is advised that no work shall be allowed to be carried out in the existing drain during the no in-water works timing window, from **March 15th to June 30th** of any year. This restriction may only be waived if approval is granted in writing by the local Conservation Authority, Department of Fisheries and Oceans (D.F.O.) and the Ministry of Natural Resources and Forestry (M.N.R.F.).

Once the contractor has moved onsite and commenced work, he shall conscientiously and continuously work towards the completion of the project. The Contractor will not be

permitted to abandon the site of the work prior to completion unless permitted by the Drainage Superintendent.

47.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.

48.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 project, 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.

49.ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

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

The Contractor shall also maintain a record of all training provided to the Contractor's personnel on the Town's accessible customer service standards as required under this

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

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

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

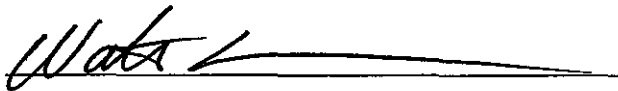
FORM OF TENDER

CONTRACTOR IDENTIFICATION SHEET

BUNINESS NAME OF CONTRACTOR:	Neuan Construction Inc.
MAILING ADDRESS OF CONTRACTOR (including postal code):	950 Seacliff Drive Kingsville, ON N9Y 2K9
NAME OF CONTACT PERSON REPRESENTING CONTRACTOR:	Walter Branco
TELEPHONE NUMBER & EXTENSION OF PERSON REPRESENTING CONTRACTOR:	519-733-3332
FAX NUMBER OF CONTRACTOR:	519-733-6154
EMAIL ADDRESS OF PERSON REPRESENTING CONTRACTOR:	Walter@neuanconstruction.ca
NAME OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	Walter Branco
TITLE OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	President

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

CORPORATE SEAL:



(Please affix Corporate Seal)

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

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

_____ Signatory Initials

TENDER PRICE

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

Item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
1)	<p>Existing Bridge No. 1: Carefully remove existing concrete endwalls each end, completely remove and dispose of existing C.S.P. arch and all materials that are unsuitable, including any deleterious material encountered; place granular backfill including compaction; restore gravel shoulder and paved travel surface including 300mm thick Granular "A" travel surface; 150mm thick asphalt surface; extend existing 600mm diameter C.S.P. at southwest corner with approximately 3.0m of 2.0mm thick aluminized C.S.P. including bolted coupler; supply and place 300mm thick rock on filter cloth protection on drain bank adjacent the southwest corner of existing bridge; remove and plug existing pipe stub opening at Long Marsh Drain bridge under County Road 18. with galvanized corrugated steel plates formed to the culvert and bolted in place; salvage existing rip rap; brush and fill existing open drain from Long Marsh Drain west to County Road 9 and brush and grade roadside swale to direct flows west and south; relay existing road ditch pipes; provide topsoil placement, seeding and mulching, and restoration and clean up, complete. (County of Essex)</p>	Lump	1	\$ 29955	\$ 29955

Item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
2)	<p>Relocated Bridge No. 1; Excavate open drain from Long Marsh Drain westerly, completely remove and dispose of any deleterious material encountered; provide pipe bedding, supply and install a new road access bridge at the location shown on the plans consisting of <u>27.0</u> metres (88.6 ft.) of 2800 span X 1950mm rise corrugated steel pipe arch, 3.5mm thick, aluminized steel type II corrugated Hel-Cor pipe with annular ends and 125mm x 25mm corrugations, including 9 corrugation bolted couplers; sloped quarried limestone on filter cloth end protection; one 3.0m long and one 9.0m long 450mm diameter 2.8mm thick aluminized C.S.P. stubs at east side of road to connect road ditches to the north and south; granular backfill including 300mm thick Granular "A" travel surface; 150mm thick asphalt surface; 300mm thick rock on filter cloth protection on drain bank at Long Marsh Drain; coordinate lowering of utilities with each affected party; topsoil placement, seeding and mulching, and restoration and clean up, complete. (County of Essex)</p>	Lump	1	\$ <u>66,183</u>	\$ <u>66,183</u>
3)	<p>Bridge No. 2; Completely remove and dispose of the existing structure and endwall materials that are unsuitable, including any other deleterious material encountered; restore drain cross section; prepare drain at new location including all brushing, grubbing and topsoil removal, provide pipe bedding, supply and install a new access bridge at the location shown on the plans consisting of <u>16.0</u> metres (52.5 ft.) of 1600mm diameter, 2.0mm thick, aluminized steel type II corrugated Hel-Cor pipe with annular ends and 125mm x 25mm corrugations, including 9 corrugation bolted coupler; 305mm thick sloped quarried limestone rip rap on filter cloth end protection; granular backfill including 300mm thick Granular "A" travel surface; topsoil placement, seeding and mulching, and restoration and clean up, complete. (806574 Ontario Inc.)</p>	Lump	1	\$ <u>24213</u>	\$ <u>24213</u>

Item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
4)	<p>Bridge No. 4; Excavate drain, completely remove and dispose of the existing north concrete headwall materials that are unsuitable, including any other deleterious material encountered; fix up pipe end including shortening pipe if needed, supply and install a new precast concrete block headwall on north end with 1.5 m. wide rock on filter cloth protection on the slope adjacent to the headwall; granular backfill including compaction, topsoil placement, seeding and mulching, and restoration and clean up, complete. (Alan Quesnel)</p>	Lump	1	\$ 17,046	\$ 17,046
5)	<p>Bridge No. 6; Excavate drain, completely remove and dispose of the existing structure and endwall materials that are unsuitable for reuse, including any other deleterious material encountered; provide pipe bedding, supply and install a new access bridge at the location shown on the plans consisting of 37.0 metres (121.4 ft.) of 1400mm diameter, 2.0mm thick, aluminized steel type II corrugated Hel-Cor pipe with annular ends and 125mm x 25mm corrugations, including 9 corrugation bolted coupler; enlarge concrete headwall openings and grout in new pipe; granular backfill including 300mm thick Granular "A" travel surface; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Dennis Hallatt)</p>	Lump	1	\$ 35,055	\$ 35,055
6)	<p>Bridge No. 7; Excavate drain, completely remove and dispose of the existing structure and materials that are unsuitable, including any other deleterious material encountered; provide pipe bedding, supply and install a new access bridge at the location shown on the plans consisting of 7.0 metres (23.0 ft.) of 1400mm diameter, 2.0mm thick, aluminized steel type II corrugated Hel-Cor pipe with annular ends and 125mm x 25mm corrugations, including 9 corrugation bolted couplers; enlarge existing headwall openings and grout in new pipe; granular backfill including 300mm thick Granular "A" top course;</p>	Lump	1	\$ 13,248	\$ 13,248

Item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
	protect existing tiles and pipes; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Ruby Martin)				
7)	Bridge No. 9; Excavate drain, completely remove and dispose of the existing structure and endwall materials that are unsuitable, including any other deleterious material encountered; provide pipe bedding, supply and install a new access bridge at the location shown on the plans consisting of <u>98.0</u> metres (321.5 ft.) of 1200mm diameter, 2.0mm thick, aluminized steel type II corrugated Hel-Cor pipe with annular ends and 125 x 25mm corrugations, including 9 corrugation bolted coupler; sloped quarried limestone on filter cloth end protection; granular backfill including 300mm thick Granular "A" travel surface at driveways; topsoil placement, seeding and mulching, temporary fencing, restoration and clean up, complete. (Kerri Montgomery)	Lump	1	\$ 60,293	\$ 60,293
8)	Bridge No. 10; Completely remove and dispose of the existing structure and endwall materials that are unsuitable, including any other deleterious material encountered; restore drain cross section; prepare drain at new location including brushing, grubbing and topsoil removal, provide pipe bedding, supply and install a new access bridge at the location shown on the plans consisting of 25.0 metres (82.0 ft.) of 900mm diameter, smooth wall Boss' 2000 H.D.P.E. pipe, including wrap couplers; sloped quarried limestone on filter cloth end protection; granular backfill including 300mm thick Granular "A" travel surface; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Jon Parks)	Lump	1	\$ 25,863	\$ 25,863
9)	Station 0+004.5 to Station 3+265.5; Carry out bottom dipping and excavation of the drain to remove accumulated sediment and restore the drain to the profile grade and sections shown on the plans, including all leveling, hauling and disposal of material where specified, approximately <u>3,261</u> metres (3,210 cubic metres).	m	3,261	Per lineal metre \$ 15	\$ 48,915 ✓

Item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
10)	Station 0+000.0 to Station 3+265.5; Carry out cleaning of the drain pipes to remove accumulated sediment and restore the drain to the profile grade on the plans, including removal of any deleterious materials, all hauling and disposal of material, complete:			Per lineal metre	
	a) Bridge No. 3: <u>14.5</u> metres	m	14.5	\$ 70	\$ 1015 ✓
	b) Bridge No. 5: <u>12.2</u> metres	m	12.2	\$ 70	\$ 854 ✓
	c) Bridge No. 8: <u>6.2</u> metres	m	6.2	\$ 70	\$ 434 ✓
	d) Bridge No. 11: <u>59.4</u> metres	m	59.4	\$ 70	\$ 4158 ✓
	e) Bridge No. 12: <u>12.3</u> metres	m	12.3	\$ 70	\$ 861 ✓
11)	Station 0+000.0 to Station 3+261.7; Provide quarried limestone rip rap on filter cloth general erosion protection on drain banks at surface water inlets, eroded main tile outlets, slumped bank areas and for rock chute inlets, including excavation, removal of any deleterious materials, all hauling and disposal of material, supply and place rock on filter cloth, complete:				
	a) Quarried limestone: approximately <u>150.0</u> tonnes	Tonnes	150	\$ 80	\$ 12,000 ✓
	b) Filter cloth: approximately <u>300</u> square metres	Sq.m	300	\$ 2	\$ 600 ✓
12)	Relocated Bridge No. 1; Lower 150mm watermain near east end of road crossing including all excavation, fittings, restraints, assembly, installation, disinfection, backfill, compaction and restoration, to the full satisfaction of the Town Water Department, complete.	Lump	1	\$ 5000	\$ 5000
13)	Station 0+000.0 to Station 3+261.7; Supply and install approximately <u>75</u> standard lateral tile drain "ditch end" extensions to the outlet end of existing damaged 100mm diameter lateral tiles entering the drain, including excavation, rodent grate, backfill, compaction, topsoil	Each	75	\$ 100	\$ 7,500 ✓

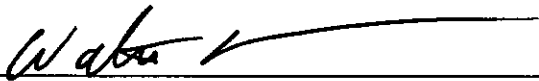
Item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
	placement and seed and mulch, complete.				
14)	<u>Station 0+000.0 to Station 3+261.7;</u> Supply and install new heavy duty H.D.P.E. plastic tile main extensions, including connections, rodent grate, removal of any deleterious materials, excavation, backfill, compaction and restoration, complete: a) 3.0 metres (10') of 150mm (6") diameter pipe for 150mm diameter tiles: 5 required b) 3.0 metres (10') of 200mm (8") diameter pipe for 200mm diameter tiles: 5 required	Each	5	\$ 250	\$ 1,250 ✓
		Sq.m	5	\$ 300	\$ 1,500 ✓
15)	<u>Contingency Amount</u> (for construction)	Lump	1	\$33,700.00	\$ 33,700.00

SUBTOTAL \$ 389,643.00 ✓
 HST 13% \$ 50,653.59 ✓
 TOTAL TENDER PRICE \$ 440,296.59 ✓

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

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

CORPORATE SEAL:



(Please affix Corporate Seal)

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

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

_____ *Signatory Initials*

CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE

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

2015 O'Neil Drain; \$101,000; Tecumseh
2014 North Townline Drain; \$191,000; Amherst
2014 St. Clair Pathway; \$490,000; Lakeshore
2014 Ruscom River Outlet; \$43,000; Lakeshore
2013 Dawson Drain Improvements; \$89,000; Lakeshore
2013 Malden Rd Drain; \$248,000; Tecumseh
2013 Battersby Drain; \$80,000; Tecumseh
2012 Brown Creek; \$12,000; Lakeshore
2012 Lappain Drain; \$20,000; Lakeshore

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

REFERENCES

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

Reference No.1

Company Name: Town of Leumington

Address: 10 Hazelton street Leumington N8H 1B6

Contact Name & Title: Nelson Carvalho - Manager

Telephone Number: 519-326-4454 Fax Number: 519-326-5987

Description of Project: Watermain Replacement and Restoration
at Morgan + Georgia

Date of Project: July 2016

Reference No.2

Company Name: Crazier Baird

Address: 102- 27 Princess street Leumington, ON N8H 2X8

Contact Name & Title: Mathew Baird

Telephone Number: 519-326-6161 Fax Number: Dont have a fax

Description of Project: Watermain + Road Reconstruction on
Gasfield Avenue Essex

Date of Project: June 2014

REFERENCES- (cont'd)

Reference No.3

Company Name: Dillon Consulting Limited

Address: 10th Fifth Street South Chatham, ON N7M 4V4

Contact Name & Title: Tim Oliver

Telephone Number: 519-354-7868 Fax Number: 519-354-2050

Description of Project: Watermain Drainage

Date of Project: May 2013

**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:

Nevan Construction

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): September 5, 2017 and agree to complete the works by the specified completion date being as soon as possible subject to timing windows, no later than September 2017.
4. I/We acknowledge that we have received the following addendum to this Request for Quotation and that it is my/our responsibility to ensure that all addenda issued by the Corporation of the Town of Amherstburg has been received.

Receipt of Addendum No: 0 to 0.

Signature:

Corporate Seal:

Walt

(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

ACKNOWLEDGEMENT IF ONLY ONE PROPOSAL IS RECEIVED

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

Neven Construction

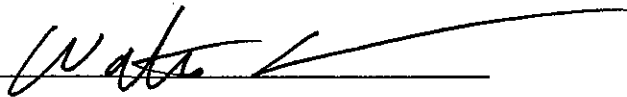
That in the event of only one tender having been received by the Town of Amherstburg after this call for tenders, the Town reserves the right to open our tender, or return the tender unopened.

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:



(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*

GENERAL CONDITIONS

1. SCOPE OF CONTRACT

Stated in general terms, and without in any way limiting the requirements and intent of the Contract, the work required to be done by the Contractor under the Contract comprises all excavations required for the proper carrying out of the works, the formation, construction, completion and maintenance of the works referred to in the Plans, Specifications, General Conditions or other Contract Documents relating thereto and includes the provision, except where otherwise specifically stated in the contract, of all labour, plant, material and equipment required for the complete and proper execution of the work. The Contract Documents are complementary and what is required by any part thereof shall be considered as being required by the whole thereof. Materials and work which are not specifically described or shown in the contract Documents but the necessity of which can reasonably be considered as inferable from the Contract Documents shall be supplied and performed by the Contractor at no additional cost to the Owner and the Contractor shall not claim extra payment therefore or an extension of the time of completion on account thereof.

In the case of discrepancies between drawings, those of larger scale, or if the scales are the same, those of later date shall govern. In the case of a discrepancy between the Drawings and the Specifications, the Specifications shall govern. Special Provisions of Contract shall govern over all other sections of the Contract Documents.

2. PLANT, LABOUR AND MATERIAL

The Contractor shall provide all necessary storage ground and storage sheds and shall furnish all required skilled and unskilled labour, materials, fuel or other energy, machinery, tools and all plant, so that the Contract, and all work required to be done under it, can and will be carried on continuously and expeditiously to completion, in all respects to the satisfaction of the Engineer.

All material, plant, machinery, tools and equipment acquired, possessed or provided by the Contractor for incorporation into the works shall be the property of the Owner, whether or not such material, plant, machinery, tools and equipment are brought to or upon the works or upon lands of the Owner and the Contractor is prohibited from removing or disposing of the same, or any part thereof, without the consent or instructions of the Engineer in writing.

No materials, plant, machinery or equipment reasonably required for the performance of the Contract and not for incorporation into the works, brought to or upon the works or upon lands of the Owner, shall be removed or disposed of during the progress of the works without the written consent or instruction of the Engineer or its authorized representative. In case of a difference of opinion between the Contractor and the Engineer or its authorized representative as to whether any of the aforesaid items is reasonably required on the works for the satisfactory progress of the work, the Contractor shall abide by the decision of the Engineer.

3. SAMPLES

Before any material of any kind is used on the work, the Contractor shall submit samples thereof for the approval of the Engineer and must obtain such approval. No material shall be used on the work which is in any way inferior to the approved samples. The giving of such approval shall not obligate the Owner to pay for any material other than in

accordance with the Contract, shall not prevent the rejection of any material which may be found, in the opinion of the Engineer, to be unsound or unfit for use on the work or not in accordance with the approved samples or the requirements of the Contract and shall not be deemed to be a waiver of objection to the work or any part thereof at any time on account of the materials used not being satisfactory or on any other account. The decision of the Engineer with respect to the approval or rejection of samples shall be final.

4. CONDEMNED AND SURPLUS MATERIALS

Should any plant, appliances or material which the Engineer may deem to be inferior or unfit for use in or on the works, be brought on the ground, or used, the same shall be wholly removed therefrom within twenty-four (24) hours after notification to that effect from the Engineer, and in case of failure or neglect on the part of the Contractor to remove the same, the Engineer may cause the same to be taken away at the Contractor's expense and deposited, wasted, or otherwise disposed of, in any locality, place or way it considers convenient or proper, and the Contractor shall forthwith pay to the Owner on demand, all expenses incurred including storage, if any, or the same may be deducted or collected by the Owner as provided in the section hereof entitled "Monies Due Owner".

No surplus or other material of any kind, arising from any portion of the work, shall be sold, thrown away, dumped, wasted, or otherwise disposed of without the written sanction of the Engineer, and if so disposed of the Engineer may ascertain as nearly as it conveniently can the quantities and value, and deduct the same from the Contract's next Progress Payment Certificate.

All excavated material shall be disposed of in the manner set forth in the Plans and Specifications for the work or as directed by the Engineer.

All excavated material of value to, or required by the Owner including materials from existing structures, such as old lumber, concrete blocks, stone, rubble, crushed stone, sand or gravel, sewer or other pipe, sewer brick, manhole tops or other castings, valves, hydrants, and earth or any other materials, must be neatly piled, deposited or evenly spread by the Contractor in such place as may be directed by the Engineer, the whole expense, including that of hauling, unloading and spreading to be borne by the Contractor. The materials must be removed and deposited as above required, as soon as excavated, or as soon thereafter as the Engineer may direct.

Surplus excavated material not required by the Owner shall be disposed of by the Contractor off the line of the works, on sites obtained by him, in such a manner as not to cause a nuisance, injury or inconvenience to the Owner or to public or private parties; otherwise the Contractor will in all cases be held liable for, and must indemnify the Owner against, all claims in respect thereof.

5. EQUIVALENTS

Where pursuant to the Specifications the Contractor is required to supply an article or group of related articles designated by a trade or other name or an "approved equal", the Tender shall be based only upon supplying the articles or group of articles so designated, which shall be regarded as the standard quality required by the Specifications. After the acceptance of a Tender, the Contractor may apply to the Engineer to substitute as an approved equal another article or group of related articles identified by a different trade or other name for an article or group of related articles designated as aforesaid. The application shall be in writing and shall state the price for the proposed substitute articles or group of related articles, the price for the article or group of related articles, designated as aforesaid and such other information as the Engineer may require.

No ruling on a proposed substitution will be made prior to the acceptance of a Tender. No substitution shall be made without the prior approval of the Engineer. The approval or rejection of a proposed substitution shall be at the discretion of the Engineer and its decision shall be final. If the proposed substitution is approved by the Engineer, the Contractor shall be entitled to the first \$100.00 of the aggregate saving in cost by reason of such substitution and to 50% of any additional saving in cost in excess of such \$100.00. Each such approval shall be conveyed to the Contractor in writing by the Engineer and if any adjustment to the Contract Price is to be made by reason of such substitution, a Contract Change Order shall be issued to this effect.

6. MATERIALS AND EQUIPMENT SUPPLIED BY THE OWNER

All materials and equipment shall be supplied by the Contractor with the exception of such material or equipment as is specifically stated to be supplied by the Owner. In all cases where materials or equipment are supplied by the Owner every effort will be made to have a sufficient supply of such material or equipment tested, examined and approved and ready for use at such times as they may be required, but in case the Owner fails to furnish a sufficient supply at any time, the Contractor will not be entitled to any compensation for delay on that account (except as may be allowed in accordance with Section 14 hereof) other than an extension of the time for completion, the extent of which shall be determined by the Engineer and shall be as nearly as possible equivalent to the time delayed.

When the Contractor is required to make provisions for any conveyance of Owner supplied materials or equipment as above from railway cars, it shall do so as soon as the cars are

delivered to the nearest siding. Any demurrage on account of its inattention will be borne by him.

Unless otherwise specified, all materials and equipment supplied by the Owner shall be transported to the work by the Contractor from the point for their supply, at the expense of the Contractor.

Once material or equipment has been supplied to the Contractor by the Owner, its storage prior to use is its responsibility. Any loss, theft, or damage occurring after the material is in the Contractor's custody, shall be at its expense.

Before taking delivery of Owner-supplied materials or equipment, whether they are being delivered by truck or by rail, the Contractor shall examine such materials or equipment and satisfy himself as to possible damage which they may have suffered in transit. Where damage has occurred the Contractor shall immediately notify the Engineer so that a claim may be made against the carrier. Should the Contractor fail to notify the Engineer of damage to materials or equipment, the Contractor will be liable for the cost of making good any damage subsequently found.

7. APPROVALS AND PERMITS

The construction of the works and all operations, connected therewith are subject to the approval, inspection, by-laws and regulations of all municipal, provincial, federal and other authorities having jurisdiction in respect to any matter embraced in this Contract.

The Owner will obtain and pay the fees, if any, for approvals and permits relating to the design and location of the permanent works required from the Ministries of Transportation, Labour, Environment, Public Works or Transport, from railway or pipeline companies or from hydro-electric, canal or seaway and conservation authorities. Unless otherwise specifically stated in the Tender Documents, the Contractor shall obtain and pay the fees for all other approvals and permits required for or in respect of the works.

8. ERRORS AND OMISSIONS BY CONTRACTOR

Errors, mistakes, omissions or unauthorized changes made by the Contractor or its agents, workmen or employees and all damage that may result therefrom shall be rectified by the Contractor at its own expense.

9. DELAYS

If, after the execution of the Contract, the Contractor suffers damage by reason of delay with respect to construction of the works arising from causes other than adverse weather or labour disputes and beyond its control, the Owner may in its discretion compensate the Contractor wholly or in part for such damage.

The Contractor shall take all steps necessary or advisable to reduce or eliminate all damage or loss by reason of delay with respect to construction of the works arising from any cause whatsoever.

10. ORAL ARRANGEMENTS

In all cases of misunderstanding or disputes, oral arrangements will not be considered, but the Contractor must produce written authority in support of its contentions, and shall advance no claim in the absence of such written authority, and shall not use, or attempt to use, against the Owner any conversation with any parties.

11. DECISIONS BY THE ENGINEER

Should any discrepancies appear or differences of opinion or misunderstanding arise as to the meaning of the Contract or as to any omissions therefrom or statement therein in any respect, or as to the quality or dimensions or sufficiency of the materials, plant or work or any part thereof or as to the due and proper execution of the works, or as to the measurement or quantity or valuation of any executed or to be executed works under this Contract, or as to the extras thereto or deductions therefrom, or as to any other questions or matter arising out of the Contract, the same shall, subject to the terms of the Contract, be determined by the Engineer, who shall have the right at all reasonable times to visit, enter and carry out inspections at any buildings, factories, workshops, works or sites of the Contractor or others wherever any materials are being prepared, manufactured or treated, or other work is being done in connection with this Contract and the right also to take such samples therefrom as it may deem necessary and the Contractor shall immediately when ordered by the Engineer, proceed with and execute the work or works, or any part thereof, forthwith in accordance with such order and with such additions to or deductions from the Contract price as are provided under the terms of the Contract, without making any claim for any extension of time in completing the work, unless arranged in writing with the Engineer as herein provided.

12. INSPECTOR AND INSPECTION

All work to be done under the Contract shall be done to the satisfaction of the Engineer or of an agent or inspector authorized to act for him. The Inspector is required by the Engineer to see that the provisions of the Contract are faithfully adhered to, especially as regards the quality of the workmanship and materials, and may stop the work entirely if there is not a sufficient quantity of suitable and approved material on the site to carry on the work properly or for any good and sufficient reason. In particular, but without limiting the powers of the Inspector, orders given by the Inspector relating to the quality of material or workmanship or in respect of safety or public convenience must at once be obeyed by the Contractor. The Inspector shall have the power to suspend any workman for incompetence, drunkenness, negligence or disregard of orders and the Contractor shall ensure that any workman so suspended is forthwith removed from the site.

Materials and equipment and the process of manufacture of materials or equipment shall at all times be subject to inspection, testing and rejection at any stage by the Engineer or its agent. The Engineer will give the Contractor reasonable notice of the materials and equipment in respect of which the Engineer proposes to have inspection or testing carried out during the process of preparation or manufacture, save that in the case of materials or equipment specifically stated in the Contract as required to be tested or inspected by or in the presence of the Engineer or its agent, the Engineer shall not be obliged to give such notice. The Contractor shall notify the Engineer in writing at least seven days previous to the commencement of preparation or manufacture of each item of such materials or equipment of the time and place at which such preparation or manufacture is to commence in order that the Engineer or its agent may be present.

Notwithstanding compliance by the Contractor with the foregoing paragraph hereof, if any materials or equipment prepared or manufactured away from the site of the works and required by the Contract or by the Engineer to be inspected or tested by or in the presence of the Engineer or its agent at the place of preparation or manufacture become ready for delivery to the site of the works but have not been inspected or tested as required, the Contractor shall so notify the Engineer in writing and shall not have such materials or equipment delivered to the site of the works until authorized to do so in writing by the Engineer.

In any event, no materials or equipment required by the Contract or by the Engineer to be inspected or tested by or in the presence of the Engineer or its agent shall be incorporated into the work until the required inspection or testing has been carried out to the satisfaction of the Engineer.

The Contractor shall provide, and shall ensure that all Sub-Contractors and those carrying out the process of preparation or manufacture shall provide, every reasonable facility and co-operation to assist the Engineer, Inspector, or others designated by the Contract or by the Engineer in carrying out inspection and testing.

The Contractor shall not backfill or otherwise cover up any work without either having it inspected and passed by the Inspector or first notifying the Inspector in a manner approved or as directed by the Engineer that the work is ready to be covered up and allowing the Inspector reasonable notice and opportunity for carrying out an inspection. Any work covered up other than in accordance with the foregoing shall, if ordered, by the Inspector or the Engineer, be uncovered or opened up for inspection and the Contractor shall, as directed by and to the satisfaction of the Inspector, or the Engineer, make good again all openings, excavations and disturbances of any property, real or personal, resulting therefrom, all at the Contractor's expense; but if the Contractor has backfilled or otherwise covered up any work in accordance with the foregoing, the cost of any uncovering or opening up and making good shall be borne as provided for in Section 29 (e) hereof.

No approval by an Inspector or by the Engineer or failure of an Inspector or the Engineer to carry out an inspection shall relieve the Contractor of any of its obligations under the Contract or shall be interpreted as being an acceptance of defective or improper work or material which must in every case be removed and replaced properly or otherwise rectified in a satisfactory manner whenever discovered at any time as provided for in Sections 29 and 49 hereof.

If, in addition to the inspection provided for above, the Contractor is required by the Contract, by law, by local by-law or by the Engineer to have any part of the works inspected by others, the Contractor shall give the Engineer and the others concerned reasonable notice of the time and date proposed for the additional inspection.

13. OCCUPANCY OF THE WORKS

The use or occupancy of the works or any part thereof by the Owner shall not be taken in any manner as an acceptance by the Owner of any work or material not in accordance with the Contract or to relieve the Contractor or its surety from liability, whether heretofore or hereafter incurred or arising, in respect of the observance or performance of any covenant or condition in the Contract not then performed, whether such covenant or condition be by way of indemnity to the Owner or by employees of the Owner for whom the Owner is responsible. In particular, without limiting the generality of the foregoing, the use or occupancy of the work or any part thereof by the Owner shall not release the Contractor from liability to pay to the Owner or waive or impair the right of the Owner to deduct and retain, liquidated damages and resident Engineers' and Inspectors' fees, in accordance with the Contract.

14. ABSENCE OF ENGINEER AND ITS AGENT

The Owner may appoint an Engineer or firm of Consulting Engineers for the purpose of inspecting the work performed under this Contract. In the absence of the Engineer or its duly authorized agent, any assistants who have been designated by the agent to superintend the work shall have full power to decide as to the manner of conducting and executing the work in every particular and the Contractor shall follow the instructions or orders of the person so designated.

15. CONTRACTOR'S ABSENCE

In the absence of the Contractor from the works (whether permanent or temporary) it must provide and leave a competent and reliable superintendent in charge of the entire works for him, and such person shall be considered as acting in its place, and all notices, communications orders and instructions given or sent to or served upon such person shall be taken as served upon and received by the Contractor.

16. CONVENIENCES

The Contractor must provide, and properly maintain in clean condition, suitable and convenient privy or water closet accommodation for its men and the Engineer.

The Contractor shall provide at its own expense, an adequate, warm, comfortable shelter, accessible during the noon hour and inclement weather to all men employed on the work, and its location shall be approved by the Engineer.

The Contractor shall provide for the sole use of the Engineer or its representatives, a field office in good condition, having a minimum area of 14 square metres, a wooden floor, a steel filing cabinet having four legal size drawers with lock and key, a drawing stand complete with six drawing hangers, a desk with a chair, a table 1.4 square metres in size, with a bench to accommodate at least four men, adequate lighting and a telephone which shall be maintained by the Contractor at its expense for the duration of the Contract. The office will be heated by the Contractor at its own expense. The office shall be erected and moved as, where, and when the Engineer directs. On completion of the works, or as otherwise directed by the Engineer, the field office shall be removed from the site by the Contractor and shall remain its property.

17. PUBLIC CONVENIENCE AND SAFETY

If at any time the Engineer or its authorized representative considers the works to be unsafe it may order the Contractor to take measures forthwith to ensure adequate safety. Should the Contractor fail to take adequate measures, the Engineer or its representative may order the work to cease until such measures have been taken. The Contractor shall not be entitled to additional payment for, or an extension of time for the performance of the Contract by reason of such safety measures.

The fact that the Engineer or its representative has ordered or has failed to order additional safety measures shall not relieve the Contractor of responsibility for the adequacy of the safety measures taken.

The Contractor during the progress of the work shall keep the site and the work in as tidy a condition as practicable. It shall not deposit any material on any portion of street, sidewalk, boulevard, grass plot, or public property, without permission of the Engineer, and shall remove same without delay when and as directed by the Engineer. Upon completion of the work and subject to Section 8 it shall remove all false work, plant and surplus materials, as well as any rubbish accumulated on account of its operations and shall leave the site in a condition satisfactory to the Engineer.

Unless all surplus material, plant, rubbish, false work, etc. are removed from time to time, when and as directed, the Engineer will proceed to do whatever is necessary to restore the site, street, sidewalk, boulevard, grass plot or public property to a tidy condition and will charge the cost thereof against the Contractor. Whenever and wherever any work is closed, suspended or

stopped for the winter, all material of every description must be gathered up from the street, sidewalks, boulevards and grass plots, and removed therefrom and the site shall be left in a safe and tidy condition and shall be maintained in a safe condition until the work is resumed.

The method of use and the character of all explosives shall be subject to the approval of the Engineer. The Contractor shall ensure that the charges of explosives used by the Contractor and the time at which they are exploded shall be such as not to cause damage to person or property or to cause unreasonable inconvenience.

Explosives shall be properly housed and protected as provided by law, and no explosives known to have deteriorated shall be used. Approved methods of handling and thawing of frozen explosives shall be followed, and the greatest care shall be exercised at all times by the Contractor in blasting operations.

18. RESTORATION

Where the Contractor enters into the land or buildings of the Province or of any municipality or of any person or enters into any highway or road under the jurisdiction and control of any public authority for the purpose of making any survey examination, investigation, inspection or other arrangement or lays any pipes or appurtenances in, upon, through, over or under any highway or road under the jurisdiction and control of any public authority and in so doing disturbs any such lands, buildings, highways or roads, such lands, buildings, highways or roads shall be restored to their original condition without unnecessary delay.

19. DRAINAGE

The Contractor shall keep all portions of its work properly and efficiently drained during construction and until completion, and it will be held responsible for all damage which may be caused or result from water backing up or flowing over, through, from or along any part of the works.

20. BARRIERS, LIGHTS AND DETOURS

The Contractor must, at its own expense, and without further or other order, provide, erect and maintain all requisite barriers, fences or other proper protection; and must provide, keep and maintain watchmen and lights with red or amber globes, as may be necessary or as may be ordered by the Engineer, in order to ensure safety to the public as well as to those engaged about the premises or works. Should the Contractor neglect to carry out the above requirement, the Engineer is hereby authorized to place such watchmen, lights, barriers, etc., as are required, and to charge the cost to the Contractor, without relieving the Contractor of any claims for damages or accident. The Contractor must (where it is practicable in the opinion of the Engineer) keep the roadway open for travel for the use of the public, for such width as the Engineer may direct. Where in the opinion of the Engineer, it is not practicable to keep a roadway open for the full flow of traffic, it may permit the Contractor to close or partially close

such roadway to provide for a detour of the traffic or a part thereof. In each such case and before putting into effect the closure or detour, the Contractor shall present its proposal for closure or detour to the municipal or other authority or authorities having jurisdiction over any of the roadways which will be affected by the proposed closure or detour and shall obtain the written authorization to such proposal of the said authority or authorities. The Contractor must provide a sufficient number of "NO THOROUGHFARE", "DETOUR" or other proper notices, which it must cause to be placed and maintained in good order in conspicuous places wherever any roadway, sidewalk, or thoroughfare is torn up or dangerous, and so long as it remains unsafe and unfinished.

When any work is carried on at night, the Contractor must supply, at its own expense, a sufficient number of electric or other approved and efficient lights, to enable the same to be done in an efficient and satisfactory manner, and the Engineer shall have the power to order additional lights to be put on at the Contractor's expense if in the opinion of the Engineer, they are, or may be required.

21. LOSS OR DAMAGE

The Owner shall not in any manner be answerable or accountable for any loss or damage by fire or otherwise that shall or may happen to the work or any part or parts thereof; or for any of the materials or other things used and employed in finishing and completing the work, or for any injury to any person or persons, including workmen and the public, or for damage to adjoining property, against all of which injuries and damages to persons or property, the Contractor shall properly guard, and shall make good all damage of whatsoever nature or origin which may arise out of, or be occasioned by any cause connected with the Contract, or the work done by the Contractor, and shall indemnify and keep indemnified the Owner against same until the completion of all the work hereunder and the termination in accordance with the Contract of the insurance which the Contractor is required by the Contract to provide.

22. NIGHT, SUNDAY AND HOLIDAY WORK

The Engineer may order the work to proceed on a two or three eight-hour shift basis if it deems this necessary to speed up the work, or it may order any work to be carried out in whole or in part at night, and the Contractor shall have no claim for extra compensation in respect thereof. No work, however, shall be undertaken at night without the consent in writing of the Engineer.

Whenever, in the judgment of the Engineer, it may be necessary or expedient, in order to preserve and maintain traffic over or on any street or road, to do work at night or after or before the regular time of ending or beginning labour, such night or overtime work shall be performed by the Contractor without additional or extra cost to the Owner beyond the price bid for the work.

No Sunday work will be permitted, except in the case of emergency and then only with the written permission of the Engineer and to such extent as it may judge to be necessary.

The Contractor shall, as far as possible refrain from working on days which are legal holidays. In case it desires to work on any such holiday it shall notify the Engineer in writing to that effect at least four (4) days in advance of such holiday, stating those places where the said work will be conducted. If the Contractor fails to give such notice in advance of any holiday, such failure shall be considered as an indication that no work requiring the presence of an Engineer or Inspector is to be done by the Contractor on such a holiday.

23. NOTICE TO CONTRACTOR

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of its clerk or agents, or if posted or sent to the address given in the Agreement, or to its domicile or usual place of business, or to the place where the work is to be or is being carried on, or if posted to or left at its last known address, and any papers so left, sent or addressed shall be considered to be, and to have been legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the Contract, or of any other after, it shall not be obligatory upon the Engineer to specify minutely or in detail everything required, nor to specify by measurement the exact extent thereof or the precise spot or spots where the work or material may be defective or faulty or where any of the requirements of the Specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Engineer, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

24. RECTIFICATION AND MAINTENANCE

- (a) The Contractor guarantees and warrants that with ordinary wear and tear the work shall, until the end of the period of maintenance, remain in such condition as will meet with the approval of the Engineer, and that it will be responsible for rectification in a manner satisfactory to the Engineer, and for the cost thereof, of any imperfect work due to or arising from materials, equipment or plant incorporated into or used in the construction thereof, or due to or arising from workmanship or methods of construction, that is discovered by any means at any time prior to the issuance of the Final Certificate. The Engineer shall decide as to the nature, extent, cause of, and responsibility for imperfect work and the necessity for and the method of rectification thereof.
- (b) Prior to the expiration of the period of 12 months from the date of Substantial Performance, as set out in the Certificate of Substantial Performance, the Engineer or its agent shall carry out an inspection of the work and shall notify the Contractor of any imperfections therein disclosed by such inspection provided that the failure of the Engineer or its agent to carry out such an inspection or to give such notification shall not

relieve the Contractor or its surety from any responsibility or obligation under, or any term or provision of, the Contract.

- (c) If, as a result of imperfect work for which the Contractor is responsible, the Owner incurs any costs, and without limiting the generality of the foregoing, including cost of Engineering and investigation and all costs of administration, or sustains damage or loss of any kind, the Contractor and its surety or sureties shall be liable to the Owner for such costs, damage and loss. The amount of such costs, damage or loss shall be determined or estimated by the Engineer and, upon such determination or estimation, shall be deemed to be "Monies payable to the Owner" under Section 45 of the General Conditions and may be deducted or collected by the Owner as therein provided for.
- (d) No payment, certificate, document, act, failure to act, statement or representation of, by or on behalf of the Owner or its employees or agents, no dealing, transaction, forbearance or forgiveness which may take place between the Contractor or its surety or sureties and the Owner or its employees or agents and no exercise or forbearance to exercise any of the rights or powers of the Owner or of the Engineer under the Contract, other than the Final Certificate, or a release duly executed by the Owner, shall release the Contractor or its surety or sureties from any term or provision of or any responsibility, obligation or liability under the Contract, or otherwise, or shall waive or impair any of the rights and powers of the Owner or of the Engineer.
- (e) The Contractor shall, at any time or times prior to the issuance of the Final Certificate and when required to do so by the Engineer, make such openings, tests, inspections, excavations, examinations, or other investigations in, through, of or in the vicinity of the work as the Engineer may direct and shall, if required, make good again, to the satisfaction of the Engineer, any openings, excavations or disturbances of any property, real or personal, resulting therefrom. If, in the opinion of the Engineer, any imperfect work for which the Contractor is responsible is found in the work by such investigations, the cost of such investigations and such making good shall be borne by the Contractor; but if, in the opinion of the Engineer, no such imperfect work is found by such investigations, the said cost shall be borne by the Owner, except as otherwise provided in Section 15 of the General Conditions.

25. CONTRACTOR'S DISCHARGE OF LIABILITIES

The Contractor shall discharge all liabilities incurred by him for labour, materials or services, used or reasonably required for use in the performance of this Contract on the date upon which each becomes due.

The Construction Lien Act, any amendments thereto and any regulations made thereunder apply to the performance of this Contract, but do not limit the provisions of this Contract, and the Owner has all the rights and powers set out therein and in the Contract.

The Contractor shall cause every Sub-Contractor engaged in the performance of this Contract to discharge all liabilities incurred by such Sub-contractor for labour, materials or services used or reasonably required for use in the performance of this Contract. Workmen employed by a Sub-Contractor shall be paid in full at intervals not less frequently than semi-monthly and other liabilities of the Sub-Contractor, as aforesaid, shall be discharged on the date upon which each becomes due. At the request of the Owner, the Contractor shall furnish the Owner with evidence satisfactory to it that its liabilities and those of the Sub-contractors, as aforesaid have been discharged.

The Owner may, in writing, require the Contractor to send to it, by registered mail, within fifteen days from the date of the mailing of the demand, a list of the names and addresses of and the amounts owing to its creditors in a form satisfactory to the Engineer.

No payment to which the Contractor is otherwise entitled under this Contract shall in the discretion of the Owner be due and payable to him so long as it or any of such Sub-Contractors are in default under this Section, and upon such default occurring, the Engineer may notify the Contractor to discontinue all work under the Contract and the Owner shall have the same rights and privileges as are provided in Section 49 of these General Conditions. The Owner may after notice in writing to the Contractor and its Surety, if any, (a) pay any such liability of the Contractor and of the Sub-Contractors, as aforesaid or (b) make a direct payment at any time, with or without default, to a creditor of the Contractor or of a Sub-Contractor arising out of these works, and in each such case deduct the amount so paid from any monies due or that may become due to the Contractor on any account, and, if there are insufficient monies due or to become due to the Contractor to permit of such deduction, the Contractor shall pay to the Owner upon demand an amount sufficient to make up the deficiency. In making payments under this Section, the Owner may act upon any evidence that it deems sufficient and may compromise any disputed liability.

The Contractor shall submit to the Engineer in duplicate, together with each monthly statement, except the first one, required by Section 38 (a) of the General Conditions, a "Statutory Declaration re Payment on Accounts" in the form bound herein (or in such other form as may be required by the Owner) signed by an authorized signing officer of the Contractor stating that all workmen employed by the Contractor in the performance of the Contract have been paid in full and in accordance with the requirements of the Contract not less frequently than semi-monthly and up to and including the payday immediately preceding the date of the declaration and that all other liabilities incurred by the Contractor arising out of work performed or materials supplied as set forth in the Monthly Estimate relating to the last monthly statement previously submitted have been discharged. The Owner may withhold approval of a Monthly Payment Certificate if the Contractor fails to submit such a declaration or if the Contractor submits an improperly completed declaration.

Before any holdback will be released to the Contractor the statutory declaration required by Section 33 (c) of the General Conditions must have been submitted to the Owner by the Contractor.

The Owner may in its discretion require the Contractor to submit such additional statutory declaration relating to discharge of liabilities as the Owner may require before the Owner will release to the Contractor any remaining holdback.

26. COMMENCEMENT AND COMPLETION

The work shall not be commenced, nor shall any material be procured, until the Contractor has signed the Contract and obtained or received a written order, or orders, to commence the same, signed by the Engineer, and it shall thereupon be at once begun and continuously carried on to completion, (subject as herein provided) and shall be completed and full possession thereof given the Owner within the period provided in the Contract, unless an extension of time, in writing, shall be allowed by the Engineer in which case, it shall be carried on to completion and possession given to the Owner within the additional period so allowed.

If ordered by the Engineer, the Contractor and its agents and employees shall be required to work continuously throughout the twenty-four (24) hours of the day for six days per week in the performance of the work under the Contract.

In case the Contractor shall fail to complete the work in accordance with the Contract and to the satisfaction of the Engineer, within the time or times specified, the Contractor shall pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract for each and everyday that the work or works shall remain unfinished after the time so specified; which said sum or sums in view of the difficulty of ascertaining the losses which the Owner may suffer by reason of delay in the performance of the said works, is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that the Owner will suffer by reason of said delay and default, and not as a penalty; and the Owner may deduct and retain the amounts of such liquidated damages out of the monies which may be due or become due to the Contractor under the Contract, as provided in Section 45 hereof, entitled, "Monies Due Owner."

In the event of delay caused by strikes or combinations on the part of the workmen employed, or by any act of the Owner, or from such other cause as, in the opinion of the Engineer, the Contractor cannot reasonably be held responsible for, or in the event of extra or additional work being ordered by the Engineer, the Engineer may allow such additional time for completion as it may deem fair and reasonable, provided the Contractor applies in writing for an extension of time at the time such delay occurs or such extra or additional work is ordered and satisfies the Engineer that it is justly entitled to a further time allowance.

Notwithstanding the time allowed for completion of the work, if in the opinion of the Engineer the rate of progress of any part or parts of the work or during any period or periods during which work is being carried on or is required to be carried on is unsatisfactory and if amounts are payable by the Owner in respect of site supervision of the work, traffic control, compensation or damages by reason, in the opinion of the Engineer, of such unsatisfactory rate

of progress, the Contractor shall be liable to the Owner for the payment of such amounts and such amounts may be deducted by the Owner from any money due or that may become due to the Contractor under the Contract.

No progress or interim estimate or certificate shall release the Contractor or its surety from any responsibility, or be taken as evidence of any such release, or as acceptance of any work or material, or as a waiver of any condition herein. The whole work and every portion and detail thereof shall, during construction, be protected by the Contractor from damage from any cause whatsoever, and shall at the time of completion, be put and left by the Contractor in good and satisfactory condition, finished in all respects, and, at that time, must be fully up to the requirements of the Contract in every particular; all surplus and refuse material and rubbish removed from the vicinity of the works; the premises left in a neat and tidy condition; all damage to adjacent property, pavements, foot-walks, beaches, boulevards and sodding, or other things, injured or interfered with by the Contractor or its agents or employees, made good, and, every other requirements of the Contract complied with.

In case of the Contractor's failure to furnish the work properly and fully, and as required, or in case of the work, or any part thereof, being taken out of its hands, as provided in these General Conditions, the Engineer may proceed to finish the work for him, as its agent in this respect, and at its expense, as provided in Section 49 hereof, entitled, "Non-fulfillment of Contract".

27. CERTIFICATES OF SUBSTANTIAL PERFORMANCE AND COMPLETION

- (a) The Contract shall be considered as substantially performed when:
- (1) the works have satisfactorily passed the required inspection and testing and are ready for use or are being used for the purposes intended, and
 - (2) the works are capable of being completed or, where there is a known defect, corrected at a cost of not more than,
 - (i) 3 percent of the first \$500,000.00 of the Contract price plus
 - (ii) 2 percent of the next \$500,000.00 of the Contract price plus
 - (iii) 1 percent of the balance of the Contract price.
- (b) Where the works or a substantial part thereof are ready for use or are being used for the purpose intended but part of the works cannot be completed expeditiously for reasons beyond the control of the Contractor or where the Owner and the Contractor agree to delay completion of the works, the cost, as determined by the Engineer, of completing the outstanding work shall be deducted from the Contract price in determining Substantial Performance and the value of the work completed.

- (c) As soon as, in the opinion of the Engineer, the Contract has been substantially performed in accordance with the foregoing, the Engineer will issue a Certificate of Substantial Performance on submission by the Contractor of the following documents:
- (1) A written undertaking by the Contractor to complete expeditiously any outstanding work and to discharge all unfulfilled obligations under the Contract.
 - (2) The Contractor's final claim (except in respect of outstanding work).
 - (3) A release by the Contractor in a form satisfactory to the Engineer releasing the Owner from all further claims relating to the Contract (except in respect of outstanding work).
 - (4) A Statutory Declaration in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and its Sub-Contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and Sub-Contracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.
 - (5) A satisfactory clearance certificate from the Workplace Safety and Insurance Board.
- (d) The Engineer shall set out in the Certificate of Substantial Performance the date on which the Contract was substantially performed and within seven days after signing the said Certificate it shall provide a copy to the Contractor.
- (e) Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32 (1) Paragraph 5 of The Construction Lien Act, publish a copy of the said Certificate in a construction trade newspaper. Such publication shall include placement in the Daily Commercial News.
- (f) Where the Contractor fails to publish a copy of the Certificate of Substantial Performance as required above within seven days after receiving a copy of the said Certificate signed by the Engineer, the Owner may publish a copy of the Certificate at the Contractor's expense.
- (g) Except as otherwise provided in Section 31 of The Construction Lien Act, the 45-day period prior to the release of holdback as referred to in Section 38 (f) (3) hereof, shall commence from the date of publication of the Certificate of Substantial Performance as provided for in (e) and (f) above.
- (h) The works shall be deemed to be completed when:

- (1) the works have satisfactorily passed the required inspection and testing, and
 - (2) the cost of completion of all outstanding work and known defects is not more than the lesser of
 - (i) one percent of the contract price, and,
 - (ii) \$1,000.00
- (i) As soon as, in the opinion of the Engineer, the works have been completed in accordance with paragraph (h) above, the Engineer will issue a Certificate of Completion on submission by the Contractor of the following documents:
- (1) The Contractor's final claim (including the value of work completed since the date of the claim referred to in paragraph (c) (2) above).
 - (2) An up-to-date release by the Contractor in a form satisfactory to the Engineer releasing the Owner from all further claims relating to the Contract.
 - (3) An up-to-date Statutory Declaration in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and its Sub-Contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and Sub-Contractors thereunder have expired or have been satisfied, discharged or provided for by payment into Court.
- (j) The Engineer shall set out in the Certificate of Completion the date on which the works were completed and within seven days of signing the said Certificate it shall provide a copy to the Contractor.
- (k) Payment due to the Contractor following issuance of the Certificate of Completion shall be as provided for in Section 38 hereof.
- (l) On the expiration of a period of 12 months from the date of Substantial Performance, as set out in the Certificate of Substantial Performance, and after all known imperfect work has been rectified in accordance with the Contract and to the satisfaction of the Engineer and the Engineer is satisfied to the best of its obligations under the Contract, the Engineer will issue the Final Certificate approving the release to the Contractor of the maintenance security (see Section 38 (h) hereof), less any deduction as provided for in the Contract.
- (m) On the expiration of a period of 12 months from the date of Substantial Performance, as set out in the Certificate of Substantial Performance, the Engineer may approve the release to the Contractor of a part of the maintenance security on such terms and conditions as the Engineer deems advisable notwithstanding that the Final Certificate

has not been issued and that all imperfect work has not been rectified in accordance with the Contract.

- (n) The Engineer may in its discretion direct or approve that the works covered by the Contract be divided into two or more parts for the purpose of issuing Certificates of Completion and Releasing Holdback monies. In that event the Contractor shall submit documentation as set out above in respect of each such part.

28. RELEASE OF HOLDBACK TO SUB-CONTRACTORS

Notwithstanding that the Contract as a whole has not yet been substantially performed, the Engineer may, if requested in writing by the Contractor, approve the completion of a Sub-Contract and the release to a Sub-Contractor through the Contractor of the 10% holdback retained by the Owner in respect of the work covered by the said Sub-Contract provided that

- (a) The Contractor certifies
 - (1) that the said Sub-Contract has been completed satisfactorily, or
 - (2) that the said Sub-Contract has been completed satisfactorily except for work not exceeding in value the lesser of
 - (i) one percent of the Sub-Contract price, and
 - (ii) \$1,000.00and gives reasons why the uncompleted work is still outstanding.
- (b) the Engineer is satisfied
 - (1) that the said Sub-Contract has been completed satisfactorily, or
 - (2) that the said Sub-Contract has been completed satisfactorily to the fullest extent reasonably possible at that date and that the work remaining to be completed does not exceed in value the sum derived from (a) (2) above.
 - (3) that all required or necessary inspection and testing of the works covered by the said Sub-Contract have been carried out and that the results are satisfactory.
- (c) the Contractor has furnished to the Engineer
 - (1) a release by the Contractor in a form satisfactory to the Engineer releasing the Owner from all further claims (excepting holdback monies) relating to the said Sub-Contract.

- (2) evidence satisfactory to the Engineer that the said Sub-Contractor has discharged all liabilities incurred by him in carrying out the said Sub-Contract and that all liens in respect of the completed Sub-Contract have expired or have been satisfied, discharged or provided for by payment into Court.
 - (3) a satisfactory clearance certificate or letter from the Workplace Safety and Insurance Board relating to the said Sub-Contractor.
 - (4) the required maintenance security in respect of the said Sub-Contract as provided for in Section 38A hereof.
- (d) The Engineer retains sufficient money to cover the cost of completing any work which remains uncompleted under the said Sub-Contract.
- (e) if it so requests, the Engineer is furnished with a Photostat copy of the Contract between the Contractor and the said Sub-Contractor and with a satisfactory statement showing the total amount due from the Contractor to the said Sub-Contractor.

The Engineer shall, within seven days after it approves a certificate wherein it is certified that the Sub-Contract has been completed, give a copy of the said certificate to the Contractor and to the Sub-Contractor concerned.

On receipt of the holdback monies from the Owner, the Contractor shall forthwith pass to the Sub-Contractor concerned the payment due under the said Sub-Contract and shall pass to the Engineer a copy of the transmittal letter showing the amount of the said payment.

The period of maintenance for the work carried out under the said Sub-Contract shall continue until the issuance of the Final Certificate for the Contract.

Release of Holdback monies by the Owner in respect of a Sub-Contract in accordance with the foregoing shall not relieve the Contractor or its surety of any of their responsibilities and shall not be made until a period of 45 days has elapsed from the date of approval of the certificate certifying the said Sub-Contract to be completed.

29. MEASUREMENTS

- (a) Approximate monthly measurements of the works completed under the Contract shall be made by the Engineer at the end of each calendar month except where the work has been delayed or suspended. An authorized representative of the Contractor shall assist the Engineer in taking such measurements and shall furnish all particulars required by the Engineer. The Engineer shall notify the Contractor when such a measurement will be made.

- (b) The said monthly measurements shall not bind the Engineer in any manner in the preparation of its final measurement of the works constructed by the Contractor under this Contract, but shall be construed and held to be approximate only.
- (c) The final measurement shall be prepared in detail as soon as the whole of the works have been completed, and this final measurement shall be approved and accepted in writing by the Engineer. Thereafter the Completion Payment Certificate shall be issued and payment shall be made in accordance with Section 38 hereof.

30. ALTERATIONS, EXTRAS, DEDUCTIONS AND CLAIMS

The Engineer shall have the right to make or order any alterations and changes as it may deem advisable at any time before or during the prosecution of the works, in any line, grade, plan or detail thereof, or to suspend or omit any portion of the work or to increase or decrease the dimensions of any part of the work or works, or to vary in any way the work herein contracted for, or to order any additional or extra work to be done, or additional or extra materials to be furnished; and the Contractor shall, in pursuance of written orders of the Engineer to that effect, proceed with, carry out and execute the works as directed, and shall supply such additional materials, and do such additional extra work as the Engineer requires in pursuance of such orders, without being entitled to any extension of time for completion or any additional payment on account thereof, except only as herein provided. In each and every case where additional or extra work or materials of any kind is ordered to be done or supplied, or where the Contractor does or supplies, or contemplates doing or supplying any work or material which it considers extra or beyond the requirements of the Contract, or upon which it intends claiming any extra or additional payment, it is required, before commencing any such work, or procuring any such material, to obtain from the Engineer a written order therefore, stating that the same is an extra and will be paid for as such, and also clearly defining the nature of such extra work or material, and the amount the Contractor is to receive therefore, or the terms under which the same is to be paid for; and the work or commencing to deliver any such additional material, notify the Engineer in writing of its intention to commence work thereon or delivery thereof, so that a proper account or record of the same may be kept by the Engineer.

In case of the Contractor's neglect or failure to observe fully and faithfully the above conditions in this section contained, it shall forfeit all right to payment therefore which it otherwise might have had, and shall not make any claim in respect thereof, and if made, the Engineer may reject the same as invalid.

31. VALUATION OF VARIATIONS

- (a) The Engineer shall determine the amount, if any to be added to, or deduced from, the sum named in the Tender, in respect of any extra or additional work done, or work omitted by its order. All such work shall be valued at the price as set out in the Schedule of Items and Prices and the Schedule of Additional Unit Prices if, in the opinion of the Engineer, the same shall be applicable.

- (b) If the Contract does not contain any prices applicable to the extra, additional, or omitted work, then the Contractor and the Engineer may agree on a price for such work, in which case the price shall be comparable to prices quoted on work of a similar nature.
- (c) If the methods of evaluating extras described in (a) or (b) herein are clearly inapplicable, then the Engineer may direct that extra work shall be done by the Contractor on a cost-plus basis providing for payment as follows:
 - (1) The actual cost of all labour, including allowance for holiday pay, unemployment insurance, levy by the Workplace Safety and Insurance Board, and other contributions made by the employer to any employee as required by law or a contract, required directly for the performance of extra work plus 15% of the same.
 - (2) The actual cost of materials including transportation charges required directly in the extra work, plus 15% of the same.
 - (3) A reasonable rental to be agreed upon before the work is begun for machinery and heavy equipment, such as tractors, bulldozers, ditching machines, air compressors, concrete mixers and graders, for the actual time required in operation for the performance of the extra work, to which no percentage shall be added.

If the Contractor is directed to carry out extra or additional work on a cost-plus basis and it proposes to have such work or a part thereof carried out by a Sub-Contractor or a Sub-Sub-Contractor, it shall notify the Engineer to that effect before commencing the said work. Provided that the Contractor's proposal and all Sub-Contractors involved have first been approved by the Engineer, the Contractor may claim payment from the Owner for such work as follows:

- (i) In respect of work carried out by the Contractor's own forces, an amount equal to the sum of the amounts provided for under (1), (2) and (3) above.
 - (ii) In respect of work carried out by a Sub-Contractor's forces, an amount equal to the sum of the amounts provided for under (1), (2) and (3) above plus 5% of such sum.
 - (iii) In respect of work carried out by a sub-Sub-Contractor's forces, an amount equal to the sum of the amount provided for under (1), (2) and (3) above plus 5% of such sum plus a further 5% of the total so obtained.
- (d) The compensation provided for above shall be payment in full for all charges including superintendence, overhead, the use of small tools and profit.

No compensation for extra work or material shall be allowed unless such work or material is ordered in writing by the Engineer. Whenever any extra work is being performed in accordance with (c) herein the Contractor shall, each working day, report to the Engineer, in writing, in full detail, the amount and cost of the labour and materials supplied and used in carrying out each order for extra work on the preceding working day, and no claim for compensation for extra work or materials will be considered or allowed unless such report shall have been made. The Engineer will not allow any compensation for the cost of repairs to equipment of any kind or for damage to anything used in performing any such work or making any such alterations.

32. BOOKS AND RECORDS OF THE CONTRACTOR

- (a) The Contractor shall keep proper books and records showing names, trades, and addresses of all workmen in its employ and wages paid to, and the time worked by, such workmen; also records, books, and invoices showing all costs, expenditures, payments, settlements, receipts and balances in connection with the construction of the works.
- (b) All records of the Contractor relevant to the valuation of the works including payrolls, time books of account, invoices, and statements, shall be maintained on the site or at some other place approved by the Engineer and shall be open at all reasonable times for inspection by the Engineer. The Contractor shall in every way assist such inspection for the purpose of establishing and determining labour costs, the cost of extra work, and progress payments to be made.

33. PAYMENT

- (a) The Contractor shall submit to the Engineer at the end of each calendar month a fully itemized statement showing the estimated value of the permanent work executed up to the end of the month based on the unit prices shown in the Contract and the section covering Valuation of Variations, together with a fully itemized statement of the value of major items of material and equipment on site for incorporation into the permanent works.
- (b) From each monthly statement including the statement based on the final measurement, the Engineer will prepare a Monthly Payment Certificate and will include therein so much as it considers fair and reasonable in respect of the value of the work executed and of the major items of material and equipment on site.
- (c) Ten percent (10%) of all monies due the Contractor in accordance with the Monthly Payment Certificate up to a limit of 10% of the Contract price, shall be retained by the Owner except as may be otherwise noted and shall be termed the holdback.

- (d) The Monthly Payment Certificate will show the Engineer's gross valuation of the work performed and materials supplied, the deduction of the appropriate amount of holdback, the previous payments to the Contractor and the amount due him.
- (e) No progress estimate or payment shall be held to bind the Engineer in its valuation of the work on its completion and the Engineer may on any Monthly Payment Certificate make correction or modification to any previous certificate it has made.
- (f) At the time of issuance by the Engineer of the Certificate of Substantial Performance in accordance with Section 33(c) of the General Conditions, the Engineer shall:
- (1) notify the Contractor of the value of the maintenance security required by Section 38A.
 - (2) Prepare a Substantial Performance Payment Certificate showing:
 - the value of work complete to date.
 - the value of outstanding or uncompleted work.
 - the value of the required maintenance security.
 - the amount of the 10% holdback (allowing for any previous releases of holdback to the Contractor in respect of completed Sub-Contractors and deliveries of pre-selected equipment).
 - the amount due the Contractor.
 - (3) Prepare a Payment Certificate releasing to the Contractor the 10% holdback due in respect of work performed up to the date of substantial performance. Subject to the provisions of The Construction Lien Act and the submission by the Contractor of the documents required by Section 33(c) hereof, such holdback shall become payable after 45 days from the date of publication of the Certificate of Substantial Performance.
- (g) At the time of issuance by the Engineer of the Certificate of Completion in accordance with Section 33(i) of the General Conditions, the Engineer shall:
- (1) prepare a Completion Payment Certificate showing
 - the Final Contract Price.
 - the amount of the further 10% holdback (based on the value of the further work completed over and above the value of work completed

shown in the Substantial Performance Payment Certificate referred to in (f) above).

- the amount due the Contractor.
- (2) Prepare a payment certificate releasing to the Contractor the further 10% holdback. Subject to the provisions of The Construction Lien Act and the submission by the Contractor of the documents required by Section 33(i) hereof, such further 10% holdback shall become payable after 45 days from the date of completion of the works as established by the Certificate of Completion.
- (h) If, when the Engineer issues the Final Certificate at the end of the period of maintenance (see Section 33(1) hereof), any monies that are still being retained by the Owner as maintenance security or for other reasons, the Engineer will issue a Final Payment Certificate releasing the monies due the Contractor.
- (i) 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 Town 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 Town 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.

34. MAINTENANCE SECURITY

The Contractor shall provide to the Owner for the duration of the period of maintenance a maintenance security the value of which shall be derived from the following table:

<u>CONTRACT PRICE</u>		<u>VALUE OF MAINTENANCE SECURITY</u>
<u>FROM \$</u>	<u>TO \$</u>	
	Less than 0.1M	4% of Final Contract Price
0.1M	0.5M	4,000 on first 0.1M + 3.0% on next 0.4M
0.5M	1.0M	16,000 on first 0.5M + 2.4% on next 0.5M
1.0M	2.0M	28,000 on first 1.0M + 2.2% on next 1.0M
2.0M	4.0M	50,000 on first 2.0M + 2.0% on next 2.0M
4.0M	6.0M	90,000 on first 4.0M + 1.8% on next 2.0M
6.0M	10.0M	126,000 on first 6.0M + 1.5% on next 4.0M
	over 10.0M	186,000 on first 10.0M + 1.0% on balance

The maintenance security, which is at no time a part of the statutory holdback, shall be retained by the Owner in increments from monies that would otherwise be payable to the Contractor, commencing during the latter part of the period of construction, so that by the date of substantial performance of the contract the full value of the required maintenance security has been retained.

Except as otherwise provided hereunder, the maintenance security, less any deductions made therefrom as provided for in the Contract shall be paid to the Contractor following the issuance by the Engineer of the Final Certificate at the end of the period of maintenance.

Where the Engineer proposes to release the statutory holdback to a Sub-Contractor through the Contractor as provided for in Section 33A hereof, the Engineer shall arrange for "the required maintenance security in respect of the said Sub-Contract", as referred to in Section 33A(c) (4) hereof, to be provided by a retention from monies that would otherwise be payable to the Contractor. The value of the required maintenance security shall be determined by applying to the value of the Sub-Contract work the same effective percentage retention, derived from the foregoing table, as applies to the Contract as a whole.

35. SUSPENSION OF WORK

The Engineer may, by an order in writing, at any time stop or suspend any part of the work, or direct any portion to be commenced or completed in priority to any other part or portion, or may cancel the order to proceed with the work, or with any part thereof, and the Contractor shall not thereby be entitled to any additional payment, or to claim for loss of profit or anticipated profit, or for damages otherwise howsoever, by reason of such order except as may be allowed in accordance with Section 14 hereof. When in the opinion of the Engineer, it is deemed advisable, for any reason to discontinue the work, or any part thereof, for the winter, the Contractor must, on notice from the Engineer of the required discontinuation, forthwith place the work in proper and satisfactory condition for the accommodation and safety of the public and for the effectual protection of the work against damage from rain, snow, frost, ice, wind or other causes, and must so maintain the work.

When work is ordered or permitted by the Engineer to be done during freezing weather, the Contractor shall provide the necessary means for heating, and all the material required in the work shall be heated. Unless otherwise directed in writing by the Engineer, all masonry, concrete, painting, roadway and other work liable to be injuriously affected by frost, or which cannot, in the opinion of the Engineer, be satisfactorily proceeded with because of the condition of the weather, must be put in proper and satisfactory condition and be carefully and well protected from damage by frost at all times, all at the cost and expense of the Contractor.

36. SUB-LETTING

The Contractor shall keep the work under its personal control, and shall not assign, transfer, or sub-let any portion without first obtaining the written consent of the Engineer. The consent of the Engineer to any such assignment, transfer, or sub-letting, shall not, however, relieve the Contractor of any responsibility for the proper commencement, execution, and completion of the work according to the terms of the Contract. If the Engineer consents to any such assignment, transfer or sub-letting the Contractor shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions, or legal service, as if it were performing the work with its own plant and its own men.

37. USE OF HYDRANTS AND WATER

The Contractor shall make its own arrangements for a supply of water to be used in carrying out the Contract, and shall bear all costs for water and temporary connections unless otherwise specifically provided for in the Contract.

The Contractor shall comply with the regulations of the authority supplying the water regarding the use and care of hydrants. Any damage to hydrants caused by the Contractor's operations shall be its responsibility. In the event the Contractor fails to make good such damage the Engineer will have the necessary repairs made and will retain the cost from monies due the Contractor.

The Contractor shall bear the cost of all water used in testing and chlorinating of all installations.

38. SETTING OUT

The Engineer will provide the Contractor in writing with Bench Marks and point of reference to be used by him in setting out the works. The Owner will be responsible only for the correctness of the information so supplied. From these Bench Marks and points of reference the Contractor will do its own setting out. The setting by the Contractor shall include but shall not be limited to the preparation of grade sheets, the installation of centre line stakes, grade stakes, offsets, site rails and screeds.

The Contractor shall be responsible for the true and proper setting of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works, and for the provision of all necessary instruments and labour in connections therewith. The Contractor shall not be responsible for the correctness of the information supplied by the Engineer as herein provided for. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor shall, at its own expense, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer. The checking of the setting out of any line or level by the Engineer shall not in any way relieve the Contractor of its responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all Bench Marks, stakes and other things used in setting out the works.

39. ASSISTANCE

The Contractor is to furnish the Engineer or any of its assistants, with any reasonable help which it or they may require at any time in checking the work. It shall also furnish the said parties, or any of the Inspectors, at all times, with convenient means of access to all parts of the works, and also with all required assistance to facilitate thorough examination of the same, and inspection, culling and removal of doubtful or defective materials, and for any other purpose required in connection with the said works or in the discharge of their respective duties, for which services no additional allowance will be made.

40. OTHER'S RIGHTS

The Contractor must afford all necessary and reasonable facilities to the Owner, or any of its employees or workmen, as well as to any company, corporation or person owning or operating any railway, tramway, wires, pipes or conduits or work or property, on, or along, or near the line of the works, or in their vicinity; it shall notify all such parties before interfering with any of their property, rights or privileges and must work in harmony with them; otherwise it shall notify the Engineer in writing of its failure to do so, or of any difficulty that may at any time

arise which it may be unable to overcome, in which case the Engineer shall deal with the matter as in its judgment may seem right or proper, and the Contractor shall abide by the decision and the direction of the Engineer. Any property of such parties which the Engineer orders to be moved by the Contractor must be handled with care, and must be neatly piled up and preserved free from injury or loss, and must be properly and satisfactorily replaced, all of which must be done by the Contractor without extra charge (unless specifically provided for in the Contract) and to the satisfaction of the Engineer. The Engineer shall have the right, at any time before or during the construction, or after the completion of the work, to open up any portion of the work or works, or the ground or roadway, or to grant permission for such opening to be made or left by the Contractor, as it, the Engineer, may deem advisable, for the purpose of examining, repairing or laying any water, gas or other pipe, sewer, drain, track or other underground or surface construction or to cause any such work as it may deem necessary or advisable to be done, and such permission, or the exercise of such rights, either by the Engineer or by any other person or corporation having the requisite authority (either statutory or otherwise), shall not relieve the Contractor from any of its responsibilities or obligations, nor shall the opening up of any portion of the work for these or any other purpose, or by any other parties, relieve the Contractor of such responsibilities or obligations, except only for the portion of the work actually torn up and destroyed and then only in case the Contractor applies in writing for such relief at the time the work is being done, or within ten days afterwards, and can furnish sufficient cause, in the opinion of the Engineer, why such relief should be granted.

41. MONIES DUE OWNER

All monies payable to the Owner by the Contractor under any stipulation herein or to the Workplace Safety and Insurance Board, may be retained out of any monies then due, or which may become due, from the Owner to the Contractor under this or any other Contract with the Owner, or otherwise howsoever, or may be recovered in any Court of competent jurisdiction, as a debt to the Owner, and the Owner shall have full power to withhold any estimate or certificate if circumstances arise which may indicate to it the advisability of so doing, though the sum to be retained may be unascertained.

42. HOURS OF WORK

Except in cases of emergency or other special circumstances as may be approved by the Engineer, the working hours of all persons in the employ of the Contractor or of any Sub-Contractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract shall not exceed:

- eight (8) hours per day and forty-four (44) hours per week for general construction trades;
- ten (10) hours per day and fifty (50) hours per week for sewer and watermain construction;

- eleven (11) hours per day and fifty-five (55) hours per week for road building.

43. LIENS

The Contractor and its surety, executors, administrators, successors and assigns (if assignment is approved as herein provided), and any and all other parties in any way concerned, shall fully relieve and indemnify the Owner and all its officers, servants and employees from any and all liability or expenses in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or liability or to any attempted attachment for debt, garnishee, process or otherwise. The Owner shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, its executors, administrators, successors and assigns, pursuant to this Contract.

44. REMOVAL OF PERSONNEL

Should any superintendent, foreman, mechanic or workman employed on or about the work or in connection therewith, give any just cause for complaint (of which the Engineer shall be the sole judge), the Engineer may instruct the Contractor to remove such person from the works forthwith.

45. NON-FULFILLMENT OF THE CONTRACT

If in the opinion of the Engineer and at any time or times prior to the issuance of the Final Certificate, the Contractor neglects or fails to commence work with seven days after the date of the Engineer's written order to commence work, or becomes bankrupt or insolvent, or compounds with its creditors, or commits any act of insolvency, or transfers, assigns or sub-lets the Contract or any part thereof without the written consent of the Engineer, or has not executed or is not executing the work or any part thereof in a sound and workmanlike manner and in accordance with the Contract, or is not performing the work so as to ensure its completion within the time stipulated in the Contract or has failed to complete the works within the said time, or fails or refuses to take down, rebuild, repair or rectify any imperfect works for which the Contractor is responsible, or fails to remove any condemned material, or fails to comply with any reasonable order given to him by the Engineer, or abandons the work, or fails to observe or perform any of the provisions of the Contract then in each and any such case the Engineer shall, after giving the Contractor 48 hours written notice, have the right and power, at its discretion without process or action at law, to take possession and control of the whole work, or any part or parts thereof specified in the said notice, from the Contractor, and the Contractor upon receiving the said notice, shall give possession and control of the said work, or the part or parts thereof specified in the said notice, peaceably to the Engineer, and the Engineer may employ such means as it may deem necessary or advisable to complete the work to its satisfaction with such changes therein as in the Engineer's opinion are necessary or advisable by reason of the Contractor's non-fulfillment of the Contract as set out herein. In the event of any emergency in any manner due to the Contractor's non-fulfillment of the Contract

as set out above or in Section 29(a) hereof, the Engineer shall have the right and power at its discretion without process or action at law or any notice to the Contractor to take possession and control of the works, or any part thereof, from the Contractor and the Engineer may take such measures as it may deem necessary or advisable to deal with the emergency and the decision of the Engineer as to the existence of such an emergency and as to the measures to be taken in regards thereto as provided for above, it shall notify the Contractor as is practicable. The Contractor and its surety in every case provided for above shall be liable for all loss, damage, expense, expenditures and cost which may be incurred by reason of the Engineer's exercise of the rights and powers provided for herein. If the said sum exceeds that which would have been payable under the Contract if the same had been completed by the Contractor, the Contractor or its surety shall pay the amount of such excess to the Owner together with the amount of liquidated damages from the date fixed for the completion of the work, and the same may be deducted or collected by the Owner as provided for in Section 45 entitled "Monies Due Owner". All the powers of the Engineer with respect to the determination of any doubts, disputes and differences, and the determination of the sum or sums, or balance of money to be paid to or received from the Contractor or its surety in respect of the Contract, shall nevertheless continue in force. The fulfillment by the Contractor of any stipulation in the Contract may be enforced by legal proceedings and judgment, or order of court, without prejudice to any other remedy herein contained.

In case possession and control of the work, or any part thereof, is taken from the Contractor as herein provided the relative obligations of the Owner and the Contractor and its surety in respect of the Contract shall not be affected nor shall the completion of the work be delayed; all property, materials, articles and things whatsoever including all machinery, tools, plant and equipment, and all rights, proprietary or otherwise, licenses, powers and privileges, whether relating to or affecting real or personal property, acquired, possessed or provided by the Contractor for the purpose of the work, or by the Engineer under the provisions of this Contract, shall be the property of the Owner and may be used, exercised and employed by the Owner as fully as they might have been used, exercised and employed by the Contractor, and the Owner may sell or otherwise dispose of, at public auction or private sale or otherwise, the whole or any portion or number of such property, materials, articles and things, at such price or prices as it may deem fit and retain the proceeds of any sale or disposition and all other amounts then or thereafter due the Owner to the Contractor, on account of or in part satisfaction of any loss, damage, expense or cost which the Owner may sustain or has sustained by reason aforesaid. If any balance of the Contract price, or any other money payable by the Owner hereunder, shall remain in the hands of the Owner upon the completion of the measures taken by the Engineer and the fulfillment of the Contract, the same shall be payable to the Contractor or the person legally representing him, but neither the Owner nor any officer employee or agent thereof shall be liable or accountable to the Contractor or its surety in any way for the manner in which, or the price at which, the said work or any portion thereof, may have been or may be done or completed by the Engineer.

Neither an extension of time for any reason beyond the date fixed herein for the completion of the Contract, nor the payment for any portion of the work shall be deemed to be a waiver by the Engineer or the Owner of their rights under the Contract.

46. BRIBERY

Should the Contractor or any of its agents give or offer any gratuity to, or attempt to bribe, any member of the Council of the Corporation, or any officer or servant of the Owner or any agent of the Engineer, the Owner shall be at liberty to cancel the Contract forthwith, or to direct the Engineer to take the whole or any part of the works out of the hands of the Contractor, under the same provisions as those specified in the preceding section hereof.

47. DISPUTES

(a) Contractor's Claims

Any claim which the Contractor may have against the Owner based on any dispute or difference of any kind whatsoever arising out of the Contract or work shall not be grounds for delay in the work but shall be referred by the Contractor in writing to the Engineer not later than fifteen days after the Contractor becomes aware of the circumstances giving rise to such dispute or difference. Such reference to the Engineer shall contain a concise statement of the relevant facts. The Engineer may require any additional information.

The claim shall be settled by the Engineer who shall communicate its decision in writing to the parties within sixty days of the reference and such decision shall forthwith be given effect by the parties, and the Contractor shall proceed with the works with all due diligence in accordance therewith whether or not such claim shall be referred to arbitration as hereinafter provided.

Except in those circumstances where it is provided in the Contract that the decision of the Engineer shall be final, any dispute or difference persisting after the delivery of the Engineer's decision or after the expiry of the period of sixty days aforementioned, whichever shall first occur, shall, within thirty days, be referred to arbitration in accordance with the Provincial Arbitration Act as herein provided.

The arbitration shall be by a board of three members except as provided for in the following paragraph hereof.* Either party shall notify the other party in writing of its desire to submit the dispute or difference to arbitration and the notice shall contain the name of the first party's appointee to the arbitration board. The recipient of the notice shall within fourteen days, inform the other party of the name of its appointee to the arbitration board. The two members, so selected, shall within fourteen days of the appointment of the second of them appoint a third person who shall be the chairman.

*Alternatively, the arbitration board may consist of a sole arbitrator provided that;

- (i) The Owner and the Contractor so agree and
- (ii) The Owner and the Contractor agree upon the person to be appointed as sole arbitrator.

Either party may appeal from the arbitration award.

Reference to arbitration by the Contractor as herein provided shall be a condition precedent to any legal action by him with respect to any dispute or difference of any kind whatsoever which the Contractor may have with the Owner arising out of the Contract or work.

(b) Owner's Claims

Any claim which the Owner may have against the Contractor based on any dispute or difference of any kind whatsoever arising out of the Contract or work may, at the option of the Owner, and after notification in writing to the Contractor, be settled in accordance with the procedure set out in sub-section (a) hereof and the provisions thereof shall apply, the necessary changes having been made.

48. SPECIFICATION EXPLANATION

- (a) The specifications may be of the simplified abbreviated type and include incomplete sentences. "The Contractor shall", "in conformity therewith", "as noted on the Drawings", "according to the plans", "a", "an", "the", and "all" are intended. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.
- (b) Whenever the words, "approved", "satisfactory", "reviewed", "directed", "submitted", "inspected", or similar words and phrases are used, it shall be assumed that the words "Engineer or its representative" follow the verb as the object of the clause such as "approved by the Engineer or its representative".
- (c) All reference to standard specifications or manufacturer's installation directions shall mean the latest edition thereof.

49. SHOP DRAWINGS

The Contractor shall submit to the Engineer for review shop drawings for all equipment, fabricated items and materials and shall not incorporate any equipment, fabricated items or materials into the work prior to the Engineer's review of shop drawings.

Shop drawings shall illustrate appropriate portions of the work showing fabrication, layout, setting and erection details. Where manufacturers' standard schematic drawings, catalogue sheets, diagrams, schedules, performance charts, illustrations and other standard descriptive

data are submitted they must be clearly marked to show the information that applies to this project including dimensions and clearances required, performance characteristics and wiring diagrams and controls.

All submissions shall be identified by project name and location, section of specifications where specified, location where equipment or materials to be installed, name of the Sub-Contractor and supplier and any other relevant information.

The Contractor shall review all shop drawings prior to submission to verify the data and dimensions thereon and shall sign and stamp the drawings, "Checked and Certified Correct for Construction". Drawings not stamped and signed by the Contractor will not be reviewed by the Engineer. The Contractor shall notify the Engineer in writing of all aspects where the shop drawings deviate from the requirements of the Contract Drawings and Specifications. The Engineer's review of shop drawings shall not relieve the Contractor from responsibility for results arising from any errors, deviations or omissions.

Unless directed otherwise six (6) copies of shop drawings shall be submitted by the Contractor. Two (2) copies of reviewed drawings will be returned to the Contractor. The Contractor shall make all corrections and changes required by the Engineer and re-submit six (6) copies of final revised drawings.

50. FOSSILS, ETC.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site, shall as between the Owner and the Contractor, be deemed to be the absolute property of the Owner; and the Contractor shall take reasonable precautions to prevent its workmen or any other persons, from removing or damaging any such article or thing, and shall immediately upon discovery thereof, and before removal, acquaint the Engineer of such discovery and carry out at the expense of the Owner, the Engineer's orders as to the disposal of same.

SPECIFICATIONS

8TH CONCESSION ROAD DRAIN SOUTH

(Geographic Township of Malden, PWD-MD-2012-017)

TOWN OF AMHERSTBURG

I. GENERAL SCOPE OF WORK

The 8th Concession Road Drain South currently comprises of an open roadside drain generally located along the west side of County Road 9 (Howard Avenue) and extending from the south side of County Road 18 (Pike Road) southerly to its upper end just south of the north limit of Lot 84, Concession 7. The work under this project generally comprises of improvements to the open drain to provide a suitable cross section for conveyance of flows, along with major improvements to seven (7) of the twelve (12) access bridges along the course of the drain. The work on bridges being improved includes the removal of existing pipes and endwalls excluding the poured concrete headwalls where noted; the installation of new culverts; new culvert end treatments comprising of sloped quarried limestone on filter cloth end protection, precast concrete blocks or concrete filled jute bag endwalls; granular approaches and backfill; granular transition areas; hard surface driveway repairs; general quarried limestone erosion protection and rock chute inlets. The proposed work is intended to address the improvement of the open drain along the west side of the road, repairs to some bridges, replacement of seven (7) deteriorated access bridges or their headwalls, and the construction of replacement end protection in accordance with current standards. Work also includes relocation of the outlet portion of the drain from the south side of County Road 18 to a point just south of the Union Gas pressure station. This work involves removal of the old culvert and pipe stub at the Long Marsh Drain, backfilling the drain and restoring the roadway, installation of a new culvert under the roadway with road restoration and constructing a new open channel east to the Long Marsh Drain, along with road shoulder repairs with minimum 300mm thick compacted Granular "A"; road asphalt repairs with minimum 150mm thick H.L.-4 hot mix asphalt placed in maximum 50mm thick compacted lifts; and ancillary work.

All work shall be carried out in accordance with these specifications, the plans forming part of this drainage project, as well as the Standard Details included in Appendix "F". The bridge improvements shall be of the size, type, depth, etcetera as is shown in the accompanying drawings, as determined from the Bench Marks, and as may be further laid out at the site at the time of construction. All work carried out under this project shall be completed to the full satisfaction of the Town Drainage Superintendent and the Consulting Engineer.

II. E.R.C.A. AND D.F.O. CONSIDERATIONS

The Contractor will be required to implement stringent erosion and sedimentation controls during the course of the work to help minimize the amount of silt and sediment being carried downstream into the Long Marsh Drain. It is intended that work on this project be carried out during relatively dry weather to ensure proper site and drain

conditions and to avoid conflicts with sediment being deposited into the outlet drainage systems. All disturbed areas shall be restored as quickly as possible with grass seeding and mulching installed to ensure a protective cover and to minimize any erosion from the work sites subsequent to construction. The Contractor may be required to provide temporary silt fencing and straw bales as outlined further in these specifications.

All of the work shall be carried out in accordance with any permits or authorizations issued by the Essex Region Conservation Authority (E.R.C.A.) or the Department of Fisheries and Oceans (D.F.O.), copies of which will be provided, if available, and the notes in **Appendix "D"**. The Contractor is advised that no work may be carried out in the existing drain from March 15th to June 30th of any given year because the drain is directly connected to a downstream drain that is classified as sensitive to impacts on aquatic life and habitat by E.R.C.A. and D.F.O.

As part of its work, the Contractor will implement the following measures that will ensure that any potential adverse effects on fish and fish habitat will be mitigated:

- a) As per standard requirements, work will not be conducted at times when flows in the drain are elevated due to local rain events, storms, or seasonal floods. Work will be done in the dry.
- b) All disturbed soils on the drain banks and within the channel, including spoil, must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition to what existed prior to the works. The spoil material must be hauled away and disposed of at a suitable site, or spread an appropriate distance from the top of the drain bank to ensure that it is not washed back into the drain.
- c) To prevent sediment entry into the Drain, in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with related Ontario Provincial Standards. It is incumbent on the proponent and their Contractors to ensure that sediment and erosion control measures are functioning properly and are maintained and upgraded as required.
- d) Silt or sand accumulated in the barrier traps must be removed and stabilized on land once the site is stabilized.
- e) All activities including maintenance procedures should be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicular refuelling and maintenance should be conducted away from the water.

III. M.N.R.F. CONSIDERATIONS

The Contractor is to note that this project has gone through the Ministry of Natural Resources & Forestry (M.N.R.F.) screening process by way of a Species at Risk (S.A.R.) former Town Agreement review. A copy of the relevant information that was provided by them is included herein as part of **Appendix "E"**.

The Contractor is to review **Appendix "E"** in detail and is required to comply, in all regards, with the contents of said M.N.R.F. information, or any future requirements, and follow the special requirements therein included, during construction.

Notwithstanding the above, the Contractor is advised that the Town has a former signed **Agreement** with the Ministry of Natural Resources & Forestry (M.N.R.F.) regarding the maintenance operations on Municipal drains and the Endangered Species Act, 2007 (E.S.A.). The Drainage Superintendent has reviewed the endangered species maps and any concerns will be provided in **Appendix "E"**. Certain species such as turtles and snakes are mobile and may be encountered during construction. Therefore, the "**SCHEDULE C MITIGATION PLAN**" of the former **Agreement** (pages 13 through 23) has been included in **Appendix "E"** in its entirety for further information and use by the Contractor.

The Contractor shall contact the Drainage Superintendent if an endangered species is encountered during construction. The Contractor shall be responsible for providing the necessary equipment and materials outlined in the "**SCHEDULE C MITIGATION PLAN**" to address the handling of any endangered species encountered during the course of the construction work. The Contractor shall cooperate fully and assist the Drainage Superintendent or M.N.R.F. staff in the proper handling of the endangered species as outlined in the "**MITIGATION PLAN**", and as may be further directed by the Drainage Superintendent or the M.N.R.F., and shall govern all its operations accordingly.

IV. ACCESS TO WORK

The Contractor is advised that the majority of the work to be carried out on this project extends along the west side of County Road 9 (Howard Avenue). The Contractor shall have access for a minimum width of 6.1 metres (20 feet) along the top of the west bank and new north bank in agricultural fields, along with the full width of the roadways abutting the proposed drainage works. The Contractor may use the entire width of the County Road 9 and County Road 18 right-of-way. The Contractor may utilize the right-of-way as necessary, to permit the completion of all of the work required to be carried out for this project. The Contractor shall also have access into the driveways as necessary to carry out the replacement of the existing access bridges and lawn enclosure pipes, as set out on the plans and in these specifications, along with a sufficient area in the vicinity of the bridges and enclosures to carry out the required construction of the replacement structures and ancillary work.

The Contractor shall ensure that the traveling public is protected at all times while utilizing the roadway for its access. The Contractor shall provide traffic control, including flag persons when required. Should the Contractor have to close County Road 9 for the proposed works, it shall obtain the permission of the County of Essex, the Town Drainage Superintendent and Consulting Engineer and arrange to provide the necessary notification of detours around the site. The Contractor shall also ensure that all emergency services, school bus companies, etcetera are contacted about the disruption to access at least 48 hours in advance of same. All detour routes shall be established in consultation with the County of Essex and the Amherstburg Public Works Department.

Throughout the course of the work it is imperative that the Contractor protect as much landscaping and vegetation as possible when accessing along the drain. This will be of particular concern along the lawn areas of residential properties. At the Montgomery parcel the Contractor may be required to provide temporary fencing for protection of the horses. Due to the extent of the work and the area for carrying out the work, the Contractor will be required to

carry out all of the necessary steps to direct traffic and provide temporary diversion of traffic around work sites, including provision of all lights, signs, flag persons, and barricades required to protect the safety of the traveling public. Any accesses or areas used in carrying out the works are to be fully restored to their original conditions by the Contractor at its cost, including topsoil placement and lawn restoration as directed by the Town Drainage Superintendent and the Consulting Engineer. Restoration shall include but not be limited to all necessary levelling, grading, shaping, topsoil, seeding, mulching, and granular placement required to make good any damage caused.

V. REMOVAL OF BRUSH, TREES AND RUBBISH

Where there is any brush, trees or rubbish along the course of the drainage works, including the full width of the work access, all such brush, trees or rubbish shall be close cut and grubbed out, and the whole shall be chipped up for recycling, burned or otherwise satisfactorily disposed of by the Contractor. The brush and trees removed along the course of the work are to be put into piles by the Contractor in locations where they can be safely chipped and disposed of, or burned by it, or hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. Prior to and during the course of any burning operations, the Contractor shall comply with the guidelines prepared by the Air Quality Branch of the Ontario Ministry of the Environment, and shall ensure that the Environmental Protection Act is not violated. The Contractor will be required to notify the local fire authorities to obtain any permits and co-operate with them in the carrying out of any work. The removal of brush and trees shall be carried out in close consultation with the Town Drainage Superintendent or Consulting Engineer to ensure that no decorative trees or shrubs are disturbed by the operations of the Contractor that can be saved. It is the intent of this project to save as many trees and bushes as practical within the roadway allowances and on private lands. Where decorative trees or shrubs are located directly over drainage pipes, the Contractor shall carefully extract same where possible and turn them over to the Owner when requested to do so, and shall cooperate with the Owner in the reinstallation of same if required.

The Contractor shall protect all other trees, bushes, and shrubs located along the length of the drainage works except for those trees that are established, in consultation with the Town Drainage Superintendent, the Consulting Engineer, and the Owners, to be removed as part of the works. The Contractor shall note that protecting and saving the trees may require the Contractor to carry out hand work around the trees, bushes, and shrubs to complete the necessary final site grading and restoration.

Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.

The Contractor shall remove all deleterious materials and rubbish along the course of the open drain and any such materials located in the bridge culverts and enclosures while carrying out its cleaning of same. All such deleterious materials and rubbish shall be loaded up and hauled away by the Contractor to a site to be obtained by it at its cost.

VI. FENCING

Where it is necessary to take down any fence to proceed with the work, the same shall be done by the Contractor across or along that portion of the work where such fence is located. The Contractor will be required to exercise extreme care in the removal of any fencing so as to cause a minimum of damage to same. The Contractor will be required to replace any fence that is taken down in order to proceed with the work, and the fence shall be replaced in a neat and workmanlike manner. The Contractor will not be required to procure any new materials for rebuilding the fence provided that it has used reasonable care in the removal and replacement of same. When any fence is removed by the Contractor, and the Owner thereof deems it advisable and procures new material for replacing the fence so removed, the Contractor shall replace the fence using the new materials and the materials from the present fence shall remain the property of the Owner. At the Montgomery parcel the Contractor will be required to provide temporary fencing if removing the existing fencing for the work so that the horses are protected.

VII. DETAILS OF BRIDGE WORK

The Contractor shall provide all material, labour and equipment to repair and improve the existing access bridges in the 8th Concession Road Drain South requiring work, along with endwall repairs and other improvements as noted.

All existing corrugated steel and concrete pipes slated to be removed for the six (6) existing bridges and enclosures shall be replaced with new aluminized steel Type II Hel-Cor pipe or smooth wall plastic Boss 2000 H.D.P.E. pipe. All steel piping sections shall be connected by the use of 9-corrugation (9-C) bolted couplers installed around the complete circumference of the pipe in accordance with the manufacturer's recommendation. All plastic pipe sections shall be connected by use of wrap couplers installed in accordance with the manufacturer's recommendations. Each coupler shall be wrapped in filter cloth material around the complete circumference to ensure that there will be no soil migration through the joints and into the pipe through said connections.

The culvert pipe replacements on this project shall be set to the grades as shown on the plans or as otherwise established herein and the Town Drainage Superintendent or the Consulting Engineer may make minor changes to the bridge alignment as they deem necessary to suit the site conditions. All work shall be carried out in general accordance with the items in the **"STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION"** attached to this report and labelled **Appendix "F"**.

VIII. ACCESS BRIDGE AND ENCLOSURE PIPE INSTALLATION

The new corrugated steel pipes (CSP) to be installed on this project are required to be provided in the longest lengths that are available. Where the overall access pipe length exceeds the standard pipe lengths, the Contractor shall connect the pipe sections together by use of a manufactured 9-C bolted coupler installed in accordance with the manufacturer's recommendations. All coupler joints shall be wrapped with a layer of filter cloth around the complete circumference that extends a minimum of 100mm beyond the coupler on each end, to ensure a positive seal against soil migration through the joints.

The new heavy duty smooth wall High Density Poly Ethylene (H.D.P.E.) plastic pipes to be installed on this project are required to be provided in the longest lengths that are

available, and shall be no less than 2.0 metres long when shorter sections are needed to meet the overall pipe length. All plastic pipe shall be 320 kPa strength and have a C.S.A. stamp. Where the overall access pipe length exceeds the standard pipe lengths, the Contractor shall connect the pipe sections together by use of a manufactured wrap coupler installed in accordance with the manufacturer's recommendations. All coupler joints shall be wrapped with a layer of filter cloth around the complete circumference that extends a minimum of 100mm beyond the coupler on each end, to ensure a positive seal against soil migration through the joints. Plastic pipe ends shall be secured against flotation.

The Contractor shall note that the placement of any new culvert pipe shall be performed totally in the dry and it shall be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. As part of the work, the Contractor will be required to clean out the drain along the full length of the pipe and for a distance of 3.05 metres (10 ft.) upstream and downstream of the pipe. The Contractor shall note that the pipe inverts are set approximately 10% of the pipe diameter below the drain bottom to provide the embedment required by E.R.C.A. and D.F.O.

The installation of the complete length of the new culvert pipe, including all appurtenances, shall be completely inspected by the Town Drainage Superintendent or the Consulting Engineer's Inspector prior to backfilling any portions of same. Under no circumstance shall the Contractor commence the construction or backfill of the new culvert pipe without the site presence of the Town Drainage Superintendent or the Consulting Engineer's Inspector to inspect and approve said installation. The Contractor shall provide a minimum of two (2) working days' notice to the Town Drainage Superintendent or the Consulting Engineer prior to commencement of the work. The installation of the new culvert structures is to be performed during normal working hours of the Town Drainage Superintendent and the Consulting Engineer from Monday to Friday unless written authorization is provided by them to amend said working hours.

For the access bridge replacements, once the new aluminized steel type II corrugated pipe or H.D.P.E. pipe has been satisfactorily set in place, the Contractor shall completely backfill same with granular material M.T.O. Type "B" O.P.S.S. Form 1010 with the following exception. The top 305mm (12") of the backfill material for the full top width of the access, and the full top width of the drain or the excavated trench, and any approaches to the east and transitions to the west shall be granular material M.T.O. Type "A" O.P.S.S. Form 1010. All of the driveway approach areas extending from the Municipal roadway to the west face of the new bridge culvert shall be backfilled with compacted granular material M.T.O. Type "A" O.P.S.S. Form 1010, but only after all topsoil material has been completely removed and disposed of, and the minimum thickness of this granular material shall be 305mm (12"). All areas outside of the access driveway shall be backfilled with native material compacted to 96% of Standard Proctor Density and topped with a minimum of 50mm of topsoil, and then seed and mulch.

For hard surface roadway and driveway crossings, the top 305mm (12") of the backfill over the pipe below the hard surface treatment shall comprise granular material M.T.O. Type "A" O.P.S.S. Form 1010 compacted to a minimum of 100% Standard Proctor Density. The Contractor shall at all times be very careful when performing its backfilling and compaction operations so that no damage is caused to the pipe. To ensure that no damage is caused to the proposed pipe, alternative methods of achieving the required backfill compaction shall be submitted to the Consulting Engineer or the Town Drainage Superintendent for their approval prior to the commencement of this work. The Contractor shall restore the asphalt surface by placing a

minimum of the existing thickness or a 90mm minimum thickness of Type HL-4 hot mix asphalt. The asphalt shall be supplied and placed in two (2) approximately equal lifts no more than 50mm thick and compacted to a value ranging from 92% to 96% of maximum relative density as per O.P.S.S. 310. For existing concrete driveways, the Contractor shall carefully remove the concrete to the nearest expansion joint. The concrete driveway shall be restored to the original length and width that was removed and include 150mm thick, 30MPa concrete, with 6% ±1% air entrainment and 6x6-6/6 welded wire fabric reinforcing installed at the midpoint of the slab. All slab surfaces shall be finished to provide an appearance approximating the finish on the existing concrete driveway abutting the replacement.

The Contractor will be responsible to restore any damage caused to the roadways at its cost. All damaged hard surface roadway areas shall be neatly saw cut and the damaged materials removed and disposed of by the Contractor prior to carrying out any restoration work. The extent of the repairs shall be established in consultation with the Town Drainage Superintendent, the Road Authority, and the Consulting Engineer and the repairs shall be completed to their full satisfaction.

The Contractor shall protect existing concrete headwalls wherever possible. The Contractor shall carefully extract the existing pipe from the wall, cautiously enlarge the opening as required, and install the new replacement pipe through the salvaged wall. The new pipe shall be thoroughly grouted in place for the full thickness of each headwall, with the surface finish of the grout blended to match to the existing concrete headwall finish, as closely as possible. Grout used for the wall repair shall be in pre-mixed bags or shall comprise of three (3) parts of clean, sharp sand to one (1) part of Portland cement with just sufficient water added to provide a stiff plastic mix and the grouted mortar connection shall be performed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The Contractor is to note that any intercepted pipes along the length of the existing culverts are to be extended and connected at its cost to the new pipe unless otherwise noted in the accompanying drawings.

The Contractor shall also note that the placing of the new access bridge culverts and enclosures shall be completed so that they totally comply with the parameters established and noted in the Bridge Details and Tables for each culvert replacement. These culverts shall be set on an even grade and the placement shall be performed totally in the dry, and the Contractor should be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The Contractor shall also be required to supply a minimum of 100mm (4") of 20mm (3/4") clear stone bedding underneath the culvert pipe extending from the bottom of the drain to the culvert invert grade, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. Furthermore, if an unsound base is encountered, it must be removed and replaced with 20mm (3/4") clear stone satisfactorily compacted in place to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The Contractor is to note that when replacing the access bridge or enclosure culvert, it shall be required to excavate a trench having a width not less than the new pipe outside diameter plus a 600mm working width on both sides of the new pipe to allow for proper installation of granular backfill and compaction of same. The Contractor shall also note that all pipe installations are to be carried out with approximately 10% of their diameter embedded below the drain design bottom, as shown and noted on the plan and profiles for each of the access bridge installations.

IX. REMOVALS

Where existing access bridges and enclosures are to be completely removed and replaced, the Contractor shall be required to excavate and completely extract the existing culvert pipe and the existing endwalls in their entirety, excluding poured concrete headwalls that are to be reused, as well as any other deleterious materials that may be encountered in removing same. The Contractor shall neatly saw cut any concrete or asphalt surfaces over the pipes for a sufficient width to allow for the safe removal of same or go to the nearest expansion joint panel of the concrete driveways. The Contractor shall also be required to completely dispose of all removed materials to a site to be obtained by it at its own expense. The Contractor shall note that some headwalls are shown to remain in place and the Contractor shall protect same and carry out its work for the pipe replacement as noted above and dispose of any debris resulting from the work.

All unsuitable and deleterious materials from the excavation and removal of the existing bridge and enclosure culverts and drain cleaning shall be hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. Likewise, any material excavated to allow for the granular approaches to the bridge, driveway transitions, or installation of new headwalls shall also be hauled away and disposed of by the Contractor.

X. PRECAST & CONCRETE FILLED JUTE BAG HEADWALL AND SLOPED END PROTECTION

Unless otherwise shown or noted, the Contractor is to provide new concrete filled jute bag headwalls, precast concrete blocks or sloped quarried limestone on non-woven filter cloth end protection for the access bridges and enclosures being replaced or repaired under this project.

The concrete filled jute bags are to be provided and laid out as is shown and detailed in the accompanying drawings and as is noted in the Standard Specifications in **Appendix "F"**. In all cases, the concrete filled jute bag headwalls shall be topped with a minimum 100mm (4") thick continuous concrete cap for the entire length of the headwalls. The headwalls shall be installed on an inward batter to be not less than 1 horizontal to 5 vertical, and under no circumstances shall this batter, which is measured from the top of the headwall to the projection of the end of the pipe, be less than 305mm (12").

The installation of the concrete filled jute bag headwalls, unless otherwise specified, shall be provided in total compliance with the Items included in the **"STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION"**. These are attached to the back of this report and labelled **Appendix "F"**. The Contractor shall comply in all respects with the General Conditions included in Item 4 and the **"Typical Concrete Filled Jute Bag Headwall End Protection"** detail also shown therein.

Where sloped end protection is specified, the top 305mm (12") of backfill material over the ends of the access pipe, from the invert of said pipe to the top of the driveway elevation of the access bridge or enclosure, shall be quarried limestone. The quarried limestone shall be provided as shown and detailed on the plans or as indicated in the Standard Specifications in **Appendix "F"** and shall be graded in size from a minimum of 100mm (4") to a maximum of 250mm (10"). The quarried limestone to be placed on the sloped ends of an access bridge or enclosure shall be underlain with a synthetic **non-woven** geotextile filter fabric. The sloped quarried limestone protection is to be rounded as shown on the plan details and shall also extend along the drain side slopes to a point directly in line with the ends of the culvert pipe. The road side approach to the entrance shall be provided with a minimum 5.0m radius at each

end of the driveway entrance. All work shall be completed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer.

The installation of the sloped quarried limestone end protection, unless otherwise specified herein, shall be provided in total compliance with Item 2, Item 3, and Item 4 of the "**STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION**". These are attached to the back of these specifications and labelled **Appendix "F"**. The Contractor shall comply in all respects with the General Conditions included in Item 4 and the "**Typical Quarried Limestone End Protection Detail**" also in **Appendix "F"**.

Where shown the Contractor shall install precast concrete block on filter cloth walls on the ends of the bridge. The blocks shall be 600X600X1200mm in size as available from Wolseley Underground Specialties, Windsor Ontario, or equal, and installed as set out in **Appendix "F"**. Vertical joints shall be staggered by use of half blocks where needed and wingwall deflections shall employ 45 degree angled blocks where shown. The Contractor and block supplier shall provide shop drawings for approval before fabrication of the precast blocks. The installation of the endwalls, as well as the backfilling of the pipe where applicable, shall be provided in compliance with Items 1), 3), and 4) of the "**Standard Specifications for Access Bridge Construction**" attached within **Appendix "F"** and in total compliance and in all respects with the General Conditions included in Item 4) of said Appendix. The Contractor, in all cases, shall comply with these specifications and upon completion of the stacked precast concrete end protection installation shall restore the adjacent areas to their original conditions. The Contractor shall supply 1.5 metre wide quarried limestone on filter cloth rock protection on the drain banks adjacent to the headwalls at each end of the bridge. All rock protection shall be 305mm (12") thick, installed on non-woven filter cloth, and shall be installed in accordance with Item 2) of the "**Standard Specifications for Access Bridge Construction**".

XI. GENERAL QUARRIED LIMESTONE EROSION PROTECTION

At all of the swale and furrow locations entering the drain from the west side, it is required that general quarried limestone erosion protection and rock chutes be provided on the drain slopes, at the locations indicated, and to the widths generally shown within the details and notes included in the accompanying drawings. The rock chutes shall be v-shaped and constructed to direct all flows through the centre portion of the rock chute. Where bank erosion exists along the face of existing or new headwalls, the Contractor shall install a strip of rock on filter cloth protection 305mm thick along the face of the headwall extending along the full length of the slope and for a width of 1.0 metres from the face of the headwall. Where the drain banks are showing erosion or slumping and distress, including under tile main outlets, the Contractor shall provide quarried limestone on filter cloth general erosion protection as outlined below. Protection locations shall be as established in consultation with the Town Drainage Superintendent and Consulting Engineer.

The quarried limestone erosion protection shall be embedded into the sideslopes of the drain a minimum thickness of 305mm and shall be underlain in all cases with non-woven synthetic filter mat. The filter mat shall not only be laid along the flat portion of the erosion protection, but also contoured to the exterior limits of the quarried limestone and the unprotected slope. The width of the general erosion protection shall be as established in the accompanying drawings or as otherwise directed by the Town Drainage Superintendent or the Consulting Engineer during construction. In placing the erosion protection, the Contractor shall carefully tamp the quarried limestone pieces into place with the use of an excavator bucket so that the erosion protection when completed will be consistent, uniform and tightly laid. In no instance

shall the quarried limestone protrude beyond the exterior contour of the unprotected drain sideslopes along either side of said protection. The synthetic filter mat material to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtec Construction Products, or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from the Walker Industries Amherst Quarries, in Amherstburg, Ontario, or equal.

XII. BENCH MARKS

Also, for use by the Contractor, we have established Bench Marks along the course of the work and especially at the locations where existing access bridges and enclosure structures are being replaced.

For each of the bridge and enclosure replacements, the plans include details illustrating the work to be carried out. For each bridge detail a Bench Mark has been indicated and the Elevation has been shown and may be utilized by the Contractor in carrying out its work. The Contractor shall note that in each case a specific design elevation grade has been provided for the invert at each end of the pipe in the table accompanying each detail. The table also sets out the pipe size, materials, and other requirements relative to the installation of the culvert structure. In all cases, the Contractor is to utilize the specified drain grade to set any new pipe installation. The Contractor shall ensure that it takes note of the direction of flow and sets all pipes to assure that all grades flow from south to north or west to east to match the direction of flow within the drain. The Contractor's attention is drawn to the fact that the pipe invert grades established herein provide for the pipes to be set approximately 10% of their diameter below the existing drain bottom or the design grade of the drain, whichever is lower.

XIII. ANCILLARY WORK

During the course of any repair or improvements to the bridges and enclosures along the course of the work, the Contractor will be required to protect or extend any existing tile ends or swales and connect them to the drainage works to maintain the drainage from the adjacent lands. All existing tiles shall be extended utilizing solid Big 'O' "standard tile ends" or equal plastic pipe of the same diameter as the existing tile and shall be installed in accordance with the "**Standard Lateral Tile Detail**" included in the plans, unless otherwise noted. Connections shall be made using a manufacturer's coupling where possible. Wherever possible, tiles shall be extended to outlet beyond the end of any access culverts. When required, openings into new pipes shall be neatly bored, saw cut or burned with a torch to the satisfaction of the Town Drainage Superintendent or the Consulting Engineer. All cuts to steel pipes shall be touched up with a thick coat of zinc rich paint (Galvicon or equal) in accordance with the manufacturer's recommendations. For other connections, the Contractor shall utilize a grouted connection. Grouted mortar joints shall be composed of three (3) parts of clean, sharp sand to one (1) part of Portland cement with just sufficient water added to provide a stiff plastic mix, and the mortar connection shall be performed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The mortar joint shall be of a sufficient mass

around the full circumference of the joint on the exterior side to ensure a tight, solid seal. The Contractor is to note that any intercepted pipes along the length of the existing culverts and enclosures are to be extended and connected to the new pipe unless otherwise noted in the accompanying drawings.

Where the bridge or enclosure installation interferes with the discharge of an existing swale, the Contractor shall re-grade the existing swales to allow for the surface flows to freely enter the drain. Any disturbed grass areas shall be fully restored with topsoil, seed and mulch.

All granular backfill for the bridge and enclosure installations shall be satisfactorily compacted in place to a minimum Standard Proctor Density of 98% by means of mechanical compaction equipment. All other good, clean, native fill material or topsoil to be utilized, where applicable, shall be compacted in place to a minimum Standard Proctor Density of 96%. All of the backfill material, equipment used, and method of compacting the backfill material shall be provided and performed to the full satisfaction of the Town Drainage Superintendent or Consulting Engineer.

Where the Contractor removes concrete or asphalt hard surfaces over the pipes, the Contractor shall restore the hard surfaces as previously outlined. The Contractor will be responsible to restore any damage caused to these driveways at its cost. All damaged hard surface driveway areas shall be neatly saw cut and the damaged materials removed and disposed of by the Contractor prior to carrying out any restoration work.

The new corrugated aluminized steel type II pipes for these installations are to be provided with a minimum depth of cover measured from the top of the pipe of 305mm (12"). If the bridge culvert pipes are placed at their proper elevations, same should be achieved. If the Contractor finds that the minimum cover is not being met, they shall notify the Town Drainage Superintendent and the Consulting Engineer immediately so that steps can be taken to rectify the condition prior to the placement of any backfill. The minimum cover requirement is **critical** and must be attained. In order for these new access bridge culverts to properly fit the channel parameters, **all of the design grade elevations must be strictly adhered to.**

As a check, all of the above access bridge and enclosure culvert design grade elevations should be confirmed before commencing to the next stage of the access bridge or enclosure installation. The Contractor is also to check that the pipe invert grades are correct by referencing the Bench Mark.

Although it is anticipated that the culvert installation at each site shall be undertaken in the dry, the Contractor shall supply and install a temporary straw bale check dam in the drain bottom immediately downstream of each culvert site during the time of construction. The straw bale check dam shall be to the satisfaction of the Town Drainage Superintendent or Consulting Engineer and must be removed upon completion of the construction. The straw bales may be reused at each site subject to their condition. All costs associated with the supply and installation of this straw bale check dam shall be included in the cost bid for the bridge replacements.

XIV. TOPSOIL, SEED AND MULCH

The Contractor shall be required to restore any and all drain sideslopes including those damaged by the access bridge installations and removal of the existing structures, utilizing the available scavenged topsoil, and shall seed and mulch over all of said areas.

The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All clean-up and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

When all of the work for this installation has been completed, the Contractor shall ensure that positive drainage is provided to all areas, and shall ensure that the site is left in a neat and workmanlike manner, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

XV. SPECIAL PROVISIONS FOR REPLACEMENT, REPAIR AND IMPROVEMENTS

The Contractor shall provide for the construction and improvements to the access bridges and enclosures along the 8th Concession Road Drain South, for the structures noted, as follows:

Bridge No. 1 (County of Essex)

The Contractor is advised that the existing pipe located at the intersection of County Road 9 (Howard Avenue) and County Road 18 (Pike Road) is to be completely removed and a new outlet constructed to the south of the Union Gas fenced off station. The drain outlet shall be relocated south of its present position with a new access culvert under the roadway and an open channel extending easterly to the Long Marsh Drain, along with ancillary work as shown on the plans and provided for in the specifications. The plans provide for the removal of the existing bridge and portions of the headwalls, filling of the open channel and creation of road swales to be maintained by the County at their cost in the future, along with blocking off the stub into the Long Marsh Drain. The pipe stub shall be removed from the west side of the Long Marsh Drain access culvert, and the access culvert repaired with galvanized corrugated panels matching the profile and curvature of the existing pipe securely fastened in place to maintain the integrity of the existing structure. All pipe stubs and erosion protection shall be provided as shown on the plans. Shop drawings shall be provided for the main pipe and stubs to the north and south. The existing roadway paved surfaces and shoulders on Pike Road (County Road 18) and Howard Avenue (County Road 9) shall be restored as outlined above. New drain banks and all filled areas shall receive topsoil and have grass seed and mulch applied including a buffer strip 3.0 metres wide to the north and south of the new open drain outlet. All excess material from the new channel construction shall be hauled away and disposed of by the Contractor as outlined in these specifications so that no fill is placed along the new drain banks from the roadway to the Long Marsh Drain. All work shall be carried out in accordance with these specifications, the plans and the requirements in **Appendix "F"**.

As part of the work for this new bridge structure, the Contractor shall coordinate the lowering of the utilities that conflict with the new pipe installation including telephone and gas. Cost of these works are to be borne by each utility pursuant to Section 26 of the Drainage Act. The

Contractor shall also coordinate with the Town Water Department to carry out the lowering of the existing watermain on the east side of the road. Work shall be completed in accordance with the details shown on the plans and noted in the Schedule of Items and Prices. The Contractor is advised that the Town Water Department may choose to carry out the work on the pipes with the Contractor providing all the excavation and backfill services that are required to complete the watermain lowering, in which case the work item and all cost of same will be deleted from the Contract price. The Contractor shall coordinate its operations for the watermain lowering with the Town Water Department and ensure that all of their requirements are met, including notice to any owners who may be affected by temporary shutdown of the water system. The Contractor may carry out exploratory digs if it deems it necessary for establishing the spool piece for the work. Pipe material shall be Class 150 PVC and all necessary restraints shall be provided by the Contractor as shown in the detail on Sheet 4 of the plans.

Should the Contractor discover any other utility conflicts with existing utilities during the course of the work, that requires the relocation of same as established by the Engineer, the Contractor shall give that utility the opportunity to make any adjustments to their services if required, which work shall be done by them at the expense of the utility pursuant to Section 26 of the Drainage Act. All work shall be carried out in accordance with the Town of Amherstburg Water Department requirements for same and shall be completed to their full satisfaction including utilization of proper materials and disinfection procedures to ensure that no contamination of the existing water system will occur and there shall be no leaks.

Bridge No. 2 (806574 Ontario Inc., 620-02900)

The Contractor shall completely remove the existing corrugated steel pipe and any end protection that currently exists and restore the open drain to the design cross section. The Contractor will then be required to install the new aluminized steel pipe at the new location near the south end of the parcel and as set out in the chart forming part of the details for Bridge No. 2 on the plans. The Contractor shall provide for all brushing, grubbing and topsoil removal to prepare for the replacement pipe installation, and install sloped quarried limestone on filter cloth protection on each end. The Contractor shall protect the tile outlets on the banks at each end of the structure and divert and extend same as necessary to accommodate the replacement culvert. All work shall be carried out in accordance with these specifications and the requirements in **Appendix "F"**.

Bridge No. 4 (Alan Quesnel, 620-05900)

The Contractor shall completely remove the existing concrete headwall that currently exists on the north end of the structure. The Contractor shall straighten out the existing pipe end if possible or cut the pipe shorter to an undamaged section. The Contractor shall then install a replacement precast concrete block headwall including footing and a 1.5m wide strip of quarried limestone on filter cloth erosion projection adjacent to the new wall. Shop drawings of the wall shall be submitted for approval. All work shall be carried out in accordance with these specifications and the requirements in **Appendix "F"**.

Bridge No. 6 (Dennis Hallatt., 620-06150)

The Contractor shall carefully extract the existing pipe from the original concrete headwalls and enlarge the openings as needed. The existing tree overtop of the drain shall be removed and disposed of by the Contractor as provided elsewhere in these specifications. The Contractor shall supply and install the specified replacement pipe and it shall be securely grouted into the existing headwalls with non shrink grout. The Contractor shall provide form work as needed and 30MPa concrete grout to completely fill the gap between the pipe and walls ensuring that no voids are left. All work shall be carried out in accordance with these specifications and the requirements in **Appendix "F"**.

Bridge No. 7 (Ruby Martin, 620-06200)

The Contractor shall completely remove the existing corrugated steel pipe access bridge and protect the existing concrete headwalls. The Contractor shall then supply and install a new aluminized steel pipe as set out in the chart forming part of the details for Bridge No. 7 on the plans. The Contractor shall enlarge the wall openings as needed and provide concrete grout to secure the new pipe into place through the walls. All work shall be carried out in accordance with these specifications and the requirements in **Appendix "F"**.

Bridge Enclosure No. 9 (Kerri Montgomery, 570-04950)

The Contractor shall completely remove the existing corrugated steel pipe and any unsuitable end protection and dispose of same as outlined previously in these specifications. The Contractor shall then supply and install a new pipe as set out in the chart forming part of the details for Bridge No. 9 on the plans. The Contractor shall provide sloped quarried limestone on filter cloth end protection at each end of the new culvert installation and may use suitable salvaged materials from the original access bridge. All work shall be carried out in accordance with these specifications and the requirements in **Appendix "F"**.

Bridge No. 10 (Jon Parks, 570-04400)

The Contractor shall completely remove the existing corrugated steel pipe access bridge and any end protection and dispose of same as outlined previously in these specifications, and restore the open drain to the design cross section. The Contractor shall then supply and install a new smooth wall plastic H.D.P.E. pipe at the new location north of the existing one and as set out in the chart forming part of the details for Bridge No. 10 on the plans. The Contractor shall provide for all brushing, grubbing and topsoil removal to prepare for the replacement pipe installation, and install sloped quarried limestone on filter cloth end protection at each end of the new access culvert and secure the pipe against floating. All work shall be carried out in accordance with these specifications and the requirements in **Appendix "F"**.

General Bridge and Drain Work

For all bridges not being replaced, the Contractor shall clean through the existing structures, to remove all sediment and accumulated materials, and provide for the drain cross section as shown on the profiles and plans. All cleaning and flushing work shall be carried out to the complete satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The Contractor will be required to remove all material taken out of

the access culverts and drains and haul away and dispose of same, at a site to be obtained by it, at its own expense.

XVI. GENERAL CONDITIONS

- a) The Town Drainage Superintendent or Consulting Engineer shall have authority to carry out minor changes to the work where such changes do not lessen the efficiency of the work.
- b) The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility or other object which it may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town of Amherstburg, the County of Essex and the Consulting Engineer and their representatives for any damages which it may cause or sustain during the progress of the work. It shall not hold the Town of Amherstburg, the County of Essex or the Consulting Engineer liable for any legal action arising out of any claims brought about by such damage caused by it.
- c) The Contractor shall provide a sufficient number of layout stakes and grade points so that the Drainage Superintendent and Consulting Engineer can review same and check that the work will generally conform to the design and project intent.
- d) The Contractor will be responsible for any damage caused by it to any portion of the Municipal road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of the road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any part of the travelled portion of the road is damaged by the Contractor, the Town shall have the right to have the necessary repair work done by its' employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Town. The Contractor, upon completing the works, shall clean all debris and junk, etc., from the roadside of the drain, and leave the site in a neat and workmanlike manner. The Contractor shall be responsible for keeping all public roadways utilized for hauling materials free and clear of mud and debris.
- e) The Contractor shall provide all necessary lights, signs, and barricades to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, signing is to comply with the M.T.O. Manual of Uniform Traffic Control Devices (MUTCD) for Roadway Work Operations and the Ontario Traffic Manual Book 7.
- f) During the course of the work the Contractor shall be required to connect existing drainage pipes to the Municipal Drain. In the event that polluted flows are discovered, the Contractor shall delay the connection of the pipe and leave the end exposed and alert the Town, the Drainage Superintendent and the Consulting Engineer so that steps can be taken by the Town to address the concern with the owner and the appropriate authorities. Where necessary the Contractor shall cooperate with the Town in providing temporary measures to divert the drain or safely barricade same. Should the connection be found acceptable by the authorities, the Contractor shall complete the connection of the drain as provided for in the specifications, at no extra cost to the project.

- g) Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.
- h) The whole of the work shall be satisfactorily cleaned up, and during the course of the construction, no work shall be left in any untidy or incomplete state before subsequent portions are undertaken.
- i) All driveways, laneways and access bridges, or any other means of access on to the job site shall be fully restored to their former condition at the Contractor's expense. Before authorizing Final Payment, the Town Drainage Superintendent and the Consulting Engineer shall inspect the work in order to be sure that the proper restoration has been performed. In the event that the Contractor fails to satisfactorily clean up any portion of these accesses, the Consulting Engineer shall order such cleanup to be carried out by others and the cost of same be deducted from any monies owing to the Contractor.
- j) The Contractor will be required to submit to the Town, a Certificate of Good Standing from the Workplace Safety and 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 and Insurance Board before Final Payment is made to the Contractor.
- k) The Contractor shall furnish a Performance and Maintenance Bond along with a separate Labour and Material Payment Bond within ten (10) days after notification of the execution of the Agreement by the Owner. One copy of said bonds shall be bound into each of the executed sets of the Contract. Each Performance and Maintenance Bond and Labour and Material Payment Bond shall be in the amount of 100% of the total Tender Price. All Bonds shall be executed under corporate seal by the Contractor and a surety company, authorized by law to carry out business in the Province of Ontario. The Bonds shall be acceptable to the Owner in every way and shall guarantee faithful performance of the contract during the period of the contract, including the period of guaranteed maintenance which will be in effect for twelve (12) months after substantial completion of the works.

The Tenderer shall include the cost of bonds in the unit price of the Tender items as no additional payment will be made in this regard.

- l) The Contractor shall be required, as part of this Contract, to provide Comprehensive Liability Insurance coverage for not less than \$5,000,000.00 on this project, and shall name the Town of Amherstburg and its' officials, and the County of Essex and the Consulting Engineer and their staff as additional insured under the policy. The Contractor must submit a copy of this policy to both the Town Clerk and the Consulting Engineer prior to the commencement of work.
- m) Monthly progress orders for payment shall be furnished the Contractor by the Town Drainage Superintendent. Said orders shall be for not more than 90% of the value of the work done and the materials furnished on the site. The paying of the full 90% does not imply that any portion of the work has been accepted. The remaining 10% will be paid 45 days after the final acceptance and completion of the work and payment shall not be authorized until the Contractor provides the following:
 - i) a Certificate of Clearance for the project from the Workplace Safety and Insurance Board

- ii) proof of advertising
- iii) a Statutory Declaration, in a form satisfactory to the Consulting Engineer and the Town, that all liabilities incurred by the Contractor and its Sub-Contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and Sub-Contracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.

The Contractor shall satisfy the Consulting Engineer or Town that there are no liens or claims against the work and that all of the requirements as per the Construction Lien Act, 1983 and its' subsequent amendments have been adhered to by the Contractor.

- n) In the event that the Specifications, Information to Tenderers, or the Form of Agreement do not apply to a specific condition or circumstance with respect to this project, the applicable section or sections from the Canadian Construction Documents Committee CCDC2 shall govern and be used to establish the requirements of the work.

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 'Information to Tenderers: Section 5 – SUBMISISON ENVELOPE on Page IT-4

SUBMITTED BY:

TENDER ENVELOPE 1

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

ATTENTION: **CLERKS DEPARTMENT**

PROJECT: **8TH CONCESSION ROAD DRAIN SOUTH
PWD-MD-2012-017**

CLOSING: **TUESDAY, MARCH 7, 2017
11:00 A.M.**

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:

- T- 1 Contractor Identification Sheet
- T- 2 to T- 8 Tender Price
- T- 9 Contractor Qualifications and Experience
- T- 10 & 11 References
- T- 12 Acknowledgement of Tender Documents Received by Bidder and Addenda
- T- 13 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: **8TH CONCESSION ROAD DRAIN SOUTH
PWD-MD-2012-017**

CLOSING: **TUESDAY, MARCH 7, 2017
11:00 A.M.**

THIS PORTION TO BE COMPLETED BY TOWN OF AMHERSTBURG

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

APPENDIX C

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

Accessible Customer Service Standards Policy

Disruption of Services

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

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

Training

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



Feedback

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

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

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

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

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

Availability of Documents

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

Town of Amherstburg

Accessible Customer Service Standards Policy



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

Phone: 519-736-0012

Fax: 519-736-5403

Email:

accessibility@amherstburg.ca



Town of Amherstburg Accessible Customer Service Policy— Background and Purpose

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

What is Accessible Customer Service?

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

Accessible Customer Service Policy Statement

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

Exclusions

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

GENERAL PRINCIPLES

The Provision of Goods and Services to Persons with Disabilities

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

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

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

Assistive Devices, Service Animals and Support Persons

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

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

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

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

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

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

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

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

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

