

Reference Agreement
A-2017-74 is a schedule
to this by-law.

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2017-74

By-law to enter into a contract with 2224813 Ontario Inc. O/A KG Services for the Fuel Tank Removal and Soil Remediation

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 2224813 Ontario Inc. O/A KG Services for the Fuel Tank Removal and Soil Remediation.

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 21st day of August, 2017.



MAYOR – ALDO DICARLO



MUNICIPAL CLERK – PAULA PARKER

The Corporation of the
Town of Amherstburg, Ontario



CONTRACT

2017 TANK REMOVALS AND SOIL REMEDICATION PWD-BM-2016-001



eClearance

Clearance Certificate

Selected Principal

Legal/Trade Name THE CORPORATION OF THE TOWN OF AMHERSTBURG / TOWN OF AMHERSTBURG

Address 271 SANDWICH ST SOUTH, AMHERSTBURG, ON, N9V2A5, CA

Clearance Certificate Generation Result

Contractor Legal / Trade Name	Contractor Address	Contractor Classification Unit and Description	Clearance certificate number	Validity period (dd-mm-yyyy)	Principal Legal / Trade Name	Principal Address
<u>2224813</u> <u>ONTARIO</u> <u>INC. / KG</u> <u>SERVICES</u>	GD, PO BOX 5001, BRANTFORD, ON, N3T6J7, CA	4214-000: Excavating and Grading	<u>P100000D5M52</u>	31-Aug-2017 - 19-Feb-2018	<u>THE</u> <u>CORPORATION</u> <u>OF THE TOWN</u> <u>OF</u> <u>AMHERSTBURG</u> <u>/ TOWN OF</u> <u>AMHERSTBURG</u>	271 SANDWICH ST SOUTH, AMHERSTBURG, ON, N9V2A5, CA



eClearance

Clearance Certificate

Selected Principal

Legal/Trade Name WSP CANADA INC. / ACCOUNT 1

Address 1600 BOUL RENE-LEVESQUE O FLOOR 17, ATTN: SARA SINGH, MONTREAL, QC, H3H1P9, CA

Clearance Certificate Generation Result

Contractor Legal / Trade Name	Contractor Address	Contractor Classification Unit and Description	Clearance certificate number	Validity period (dd-mmm-yyyy)	Principal Legal / Trade Name	Principal Address
<u>2224813</u> <u>ONTARIO</u> <u>INC. / KG</u> <u>SERVICES</u>	GD, PO BOX 5001, BRANTFORD, ON, N3T6J7, CA	4214-000: Excavating and Grading	<u>P100000D5M9P</u>	31-Aug-2017 - 19-Feb-2018	<u>WSP</u> <u>CANADA</u> <u>INC. /</u> <u>ACCOUNT</u> <u>1</u>	1600 BOUL RENE-LEVESQUE O FLOOR 17, ATTN: SARA SINGH, MONTREAL, QC, H3H1P9, CA

CERTIFICATE OF 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.

INSURED'S FULL NAME AND MAILING ADDRESS	BROKER'S FULL NAME AND MAILING ADDRESS	
2224813 Ontario Inc. o/a KG Services, Kristofer Gaal & 1914720 Ontario Inc. PO Box 5001 Brantford, Ontario N3T6J7	McFarlan Rowlands Insurance Brokers 27 Queen St. P.O. Box 160 Langton, Ontario	
	BROKER'S CLIENT ID: 106459	POSTAL CODE: N0E 1G0

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 requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all 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)																				
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <u>OR</u> <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 LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	Encon Group Inc. GLT480117	2016-11-11	2017-11-11	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 5000000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td style="text-align: right;">\$ 5000000</td></tr> <tr><td>PERSONAL INJURY</td><td style="text-align: right;">\$ 5000000</td></tr> <tr><td>TENANTS LEGAL LIABILITY</td><td style="text-align: right;">\$ 1000000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5000</td></tr> <tr><td>NON-OWNED AUTO</td><td style="text-align: right;">\$ 5000000</td></tr> <tr><td>OPTIONAL POLLUTION LIABILITY EXTENSION</td><td style="text-align: right;">\$</td></tr> <tr><td>(Per Occurrence)</td><td style="text-align: right;">\$</td></tr> <tr><td>(Aggregate)</td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 5000000	GENERAL AGGREGATE	\$	PRODUCTS-COMP/OP AGG	\$ 5000000	PERSONAL INJURY	\$ 5000000	TENANTS LEGAL LIABILITY	\$ 1000000	MED EXP (Any one person)	\$ 5000	NON-OWNED AUTO	\$ 5000000	OPTIONAL POLLUTION LIABILITY EXTENSION	\$	(Per Occurrence)	\$	(Aggregate)	\$
EACH OCCURRENCE	\$ 5000000																							
GENERAL AGGREGATE	\$																							
PRODUCTS-COMP/OP AGG	\$ 5000000																							
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NON-OWNED AUTO	\$ 5000000																							
OPTIONAL POLLUTION LIABILITY EXTENSION	\$																							
(Per Occurrence)	\$																							
(Aggregate)	\$																							
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> LEASED AUTOMOBILES <small>** ALL LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>	Dominion of Canada AFL8421471	2016-11-11	2017-11-11	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>BODILY INJURY AND PROPERTY DAMAGE COMBINED</td><td style="text-align: right;">\$ 5000000</td></tr> <tr><td>BODILY INJURY (Per Person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per Accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> </table>	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 5000000	BODILY INJURY (Per Person)	\$	BODILY INJURY (Per Accident)	\$	PROPERTY DAMAGE	\$												
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PROPERTY DAMAGE	\$																							
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM <small>(specify)</small>				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$																
EACH OCCURRENCE	\$																							
AGGREGATE	\$																							
OTHER LIABILITY (SPECIFY) <input checked="" type="checkbox"/> Pollution Liability Insurance Claims Made <input type="checkbox"/> <input checked="" type="checkbox"/> Contractor's Equipment Broad Form	Encon Group Inc. PCL488246 Dominion of Canada CCP2002694	2017-05-07 2016-11-11	2018-05-07 2017-11-11	Limit \$5,000,000. \$5,000. Deductible Limit \$852,300 \$1,000. Deductible																				

ADDITIONAL INSURED NAME AND MAILING ADDRESS	DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS
The Town of Amherstburg WSP Canada Inc. added as an additional insured but only with respect to liability arising out of the operations of the original named insured under the CGL policy only.	RE: PWD:BM:2015-001 – Removal of former UST Fuel tank/soil remediation

CERTIFICATE HOLDER – NAME AND MAILING ADDRESS	CANCELLATION
The Town of Amherstburg 271 Sandwich St. S Amherstburg, Ontario N9V 2A5 <i>Debbie Vandendriessche</i>	Should any of the above policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named on the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
SIGNATURE OF AUTHORIZED REPRESENTATIVE	PRINT NAME INCLUDING POSITION HELD Debbie Vandendriessche, Commercial Account Manager
FAX NUMBER: (519) 679-2226 EMAIL ADDRESS:	COMPANY: McFarlan Rowlands Insurance Brokers Inc. DATE 22/08/2017

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2017 TANK REMOVALS AND SOIL REMEDIATION
PWD-BM-2016-001

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INFORMATION TO TENDERS

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 approximately 21,000.

The Town is seeking Tenders from qualified contractors for the removal of Underground Storage Tanks (USTs) and Above Ground Storage Tanks (ASTs) as well as soil remediation, and backfilling at three Sites in the Town of Amherstburg in accordance with this Tender.

The Contractor will be under the direct supervision of the Town of Amherstburg Engineering and Public Works Department and the Consultant, WSP Canada Inc. The Consultant will administer the contract and will visit the site as required to become familiar with the progress and quality of the work and to verify measurement of the work.

This contract must be conducted within the specified timelines.

2. DEFINITIONS

“Contractor” or “Bidder” means the individual, firm, company or corporation submitting a Tender to the Town in response to this Request for Tender.

“Corporate Contact” is the Town employee(s) defined as the contact in relation to the administration and technical specifications of the RFQ.

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

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

“Town” means the Corporation of the Town of Amherstburg

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

- a) Supply or provision of articles or materials;
- b) Supply of labour;
- c) Performance of functions and tasks;
- d) Provision of services;
- e) Equipment operated or not operated;

- f) Construction or repairs as specified;
- g) Security deposit

“Consultant” is WSP Canada Inc.

“Day” means the calendar day.

“Earthwork” means excavating of all types, backfilling, filling, compacting, grading and related work.

“Materials” means material, machinery, equipment, fixtures and other items forming the Work or part thereof but does not include machinery and equipment used for performance of the Work and normally referred to as construction machinery and equipment.

“PHC” is Petroleum Hydrocarbons

“TSSA” is Technical Standards & Safety Authority

“OPSS” is Ontario Provincial Standard Specification”

“Products” is synonymous with Materials.

“Project” means the total construction of which the Work to be provided under the Contract Documents may be the whole or a part.

“Sites” mean the subject properties (6744 6th Concession, 3400 Middle Side Road, and 512 Sandwich Street South)

“Subcontractor” means a person, firm or corporation having a direct contract with the Contractor for the performance of a part of the Work at the Place of the Work.

“HWIN” is Hazardous Waste Information Network.

3. TENDER CLOSING DATE AND TIME

Tenders, contained in a sealed envelope with the provided envelope cover (Appendix A) firmly affixed, will be received by:

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

Up until:

11:00 am (local time), THURSDAY AUGUST 3, 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

The Tender must be supplied in a sealed envelope with the envelope cover supplied in Appendix A of this document. The envelope cover must be affixed to the Bidder's envelope without any extra exterior covering. Failure to affix the envelope cover to the submission envelope may result in disqualification of the Tender.

6. TENDER SUBMISSION REQUIREMENTS

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

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

- a) T-1 – Contractor Identification Sheet
- b) T-2 to T-5 – Tender Price
- c) T-6 – Contractor Qualifications and Experience
- d) T-7 to T-8 - References
- e) T-9 – Acknowledgement of Tender Documents Received by Bidder and Addenda

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

This Tender does not require the submission of a Performance Bond or a Labour and Materials Payment Bond.

9. EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

A pre-bid meeting and site inspections of the three Sites is recommended for all Bidders. The meeting and site inspections will both occur on Wednesday, July 26, 2017 from 10 am to 12 pm. The pre-bid meeting will start at 512 Sandwich Street South at 10:00 am, bidders will continue to 3400 Middle Side Road at 10:45 am, and lastly head to 6744 6th Concession South at 11:30 am.

Please RSVP to echamberlain@amherstburg.ca by no later than 12 pm Tuesday, July 25, 2017 should you wish to attend the pre-bid meeting and site inspections to ensure the group is accommodated. Please note that the time zone at the site in Ontario is Eastern Standard Time.

The purpose of the pre-bid meeting and site inspections is to provide Bidders an opportunity to familiarize themselves with the Work and with existing conditions. Consultant and/or Owner representatives will be present. Site access is restricted. This will be Bidders' only opportunity to inspect the site.

Each Proponent should 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 testing period. He is not to claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions. The quantities shown as indicated on the drawings or in the tender are estimates only and are for the sole purpose of indicating to the bidders the general magnitude of the work. The Proponent is responsible for checking quantities for accuracy prior to submitting his tender.

10. AGREEMENT AND GENERAL CONDITIONS

Tenders will be received and contracts awarded only in the form as shown on the tender page unless otherwise provided, for the completion of the whole work or of specified sections thereof in accordance with the plan 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 Amherstburg Public Works Department within 20 days after the Municipality 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 reletting due to his neglect or failure to complete the work satisfactorily. Any such expense or damages may be deducted 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 Manager of **Roads and Fleet** with a satisfactory Certificate of Insurance (COI) containing the information below, for the period of the execution of the work. The COI shall name the Town of Amherstburg and WSP Canada Inc. as additional insured to the policies.

- i. A Commercial General Liability (CGL) policy that shall be not less than 5 million dollars per occurrence.
- ii. The CGL policy shall include bodily injury including death, personal injury, property damage, tenants legal liability, non-owned automobile and contain a cross liability/severability of interest clause. The certificate must also include acknowledgement that coverage under the policy specifically extends to the works in question. The COI shall name the Town of Amherstburg and WSP Canada Inc. as additional insured to the policy.
- iii. The CGL policy shall not contain any exclusion or limitation in respect to shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or subsidence of any property, structure or land from any cause.

- iv. The Contractor shall note that where construction works are performed within lands owned by the County of Essex or Ministry of Transportation the CGL policy shall also name the County of Essex and/or the Ministry of Transportation as additional insured to the policy.

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.

Due to the nature of the project and the removal of contaminated materials, the contractor shall provide pollution liability insurance in addition to the above required insurance as follows:

- i. Coverage shall be written in a form acceptable to the Owner. Such form shall provide pollution liability insurance for losses arising out of or resulting from the ownership, existence, maintenance or use of premises by or on behalf of the Contractor and operations necessary or incidental to the performance of the contract. Coverage shall be endorsed by the insurer to cover the scope of the works specified in the contract documents. Coverage shall include claims for damages because of:
 - a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person or death of any person.
 - b. Property damage, including physical injury to or destruction of tangible property, including the loss of use thereof, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed; and,
 - c. Defence, including costs, charges and expenses incurred in the investigation, adjustment or defence of claims.
- ii. Coverage shall apply to sudden and accidental and non-sudden and accidental pollution conditions including, but not limited to, the discharge, dispersal, release or escape of smoke; vapours; soot; fumes; acids; alkalis; toxic chemicals, liquids or gases; waste materials; or other irritants, contaminants or pollutants into or upon land, sediments, soils, groundwater, surface water, the atmospheres or any watercourse or body of water at or adjacent to the three contract sites/locations. Coverage shall:
 - a. Be written with the following limits: General Aggregate - \$5,000,000 and per claim/reach occurrence - \$5,000,000;
 - b. Be written to include a provision for contractual liability and separation of insured's; and,

- c. Provide that completed operations coverage shall be continuously maintained for a period of at least one (1) year after the date of final payment.
- iii. If coverage is written on a claims-made form, such coverage shall:
 - a. Have a retroactive date no later than the date of Notice of Award; and,
 - b. Remain continuously in effect and without interruption for at least one (1) year after the date of final payment and include coverage for exposures arising from operations that have been completed.

12. CORPORATE CONTACT AND COMMUNICATIONS

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

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

Bobbi Reive, Financial Planning Administrator

Town of Amherstburg

Phone: 519-736-0012 extension 226

Email: breive@amherstburg.ca

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

Mr. Radwan Tamr, P.Eng., Senior Engineer/Operations Manager

WSP Canada Inc.

519-982-9061

Email: Radwan.tamr@wspgroup.com

Eric Chamberlain, Manager of Roads and Fleet

Town of Amherstburg

Phone: (519) 736-3664 ext 2312

Email: echamberlain@amherstburg.ca

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

After the contract has been awarded, a Project Manager for the Town of Amherstburg may be named which may differ from the contact individual noted above. This individual will be the Manager that will oversee the completion of the contract per the specifications noted in this document.

13. TENDER VALIDITY PERIOD

Tenders shall remain valid and open for acceptance for a period of 90 days from the Tender closing date. Bidders shall ensure that sub-trade and supply tenders 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, conditional 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. INFORMAL OR UNBALANCED TENDERS

Tender documents must be legible. All entries in the Form of Tender shall be made in ink or by typewriter. 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.

16. CORPORATE SEAL

The Form of Proposal requires the application of the Proponent's corporate seal on a number of pages. The corporate seal must be applied on each page as required to make the proposal valid. If a corporate seal is not present on the required Form of Proposal pages, the Proponent must indicate that the proposal 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 Proposal may result in the rejection of the proposal.

The Town reserves the right to request proof of legal authority to bind the company at its discretion.

17. WORKPLACE SAFETY AND INSURANCE BOARD PAYMENTS

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

18. 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 may withdraw a

Tender once it has been submitted, in accordance with provisions of Section 25 – Withdrawal or Qualifying of Tenders.

19. 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-9 and provided with the Tender. Failure to acknowledge addendums may result in the rejection of the Tender. Bidders must also acknowledge if no addendums were received.

20. 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 Tenders, the Total Tender Price must be the base Tender Price plus 13%. If a percentage other than 13% is added, the Tender will be assumed to be in error and will be corrected accordingly.

21. PRICING TO REMAIN FIRM

Pricing provided under this Tender shall remain firm and unchanged for the entire validity period stated in this Tender. (See Section 13 – Tender Validity Period)

22. 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.

23. TENDER FEES

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.

24. PAYMENT OF FEES

Unit prices are provided for the evaluation of tenders 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.

25. WITHDRAWAL OR QUALIFYING OF TENDERS

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

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

When a request to withdrawal a Tender has been received prior to the closing time, and it has been verified to be signed and sealed by the Town, 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.

26. 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 Purchasing Policy.

27. ABILITY AND EXPERIENCE OF CONTRACTOR

The successful contractor 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.

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 tender 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.

28. 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.

29. 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) 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
- c) The refusal of the bidder to enter into the contract with the Town after the bidder's Tender has been accepted by the Town

- d) 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
- e) The refusal of the bidder to follow logical directions of the Town or to alleviate a default under any contract with the Town when required by the Town or the Town's representative

RECORD AND REPUTATION CONTINUED

- f) 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

30. 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 from the Town within the 90 day validity period, where the Town 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.

31. TENDER RESULTS

A Council report indicating the results of this Tender 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.

32. 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 Contractor's submission and has been properly corrected and initialed by the bidder, the price stipulated in the agreement will be the corrected price.

33. CONTRACT EXECUTION

Upon approval 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.

34. 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.

35. 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.

36. 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 Project Manager. 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 Project Manager. 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.

37. 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.

38. 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.

39. 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.

40. CONTRACT DOCUMENTS

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

41. LIQUIDATED DAMAGES

If the works are not entirely completed by November 30th, 2017 the contractor's payment will be reduced for liquidated damages in the amount of \$100.00 for each day beyond December 1st, 2017 until such time the Town indicates the project has been completed.

42. PROJECT COMMENCEMENT AND COMPLETION DATE

This project shall not proceed until September 1st, 2017 and must be complete in every respect by November 30th, 2017. Once mobilized, the contractor must remain on site until the work is completed.

43. 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.

44. PROCUREMENT POLICY BY-LAW / GOVERNING LAW

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

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

45. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

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

The Contractor shall also maintain a record of all training provided to the Contractor's personnel on the Town's accessible customer service standards as required under this section, which shall include at a minimum the dates on which the training was provided and the number of individuals to whom the training was provided. The Vendor shall furnish any

required records of accessible customer service training to the Town within ten (10) days of the Town's request, unless otherwise agreed upon by the Town. The Town reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

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

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

AGREEMENT

THIS AGREEMENT made in quadruplicate this 22 day of August, 2017.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND

2224813 ONTARIO INC. O/A KG SERVICES

(hereinafter called the Contractor) of the second part.

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

FUEL TANK REMOVAL AND SOIL REMEDIATION

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 received the:

3rd day of August 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:

Two Hundred Forty-Three Thousand, Seven Hundred Fifty-Five Dollars and Zero Cents
(\$ 2 4 3 , 7 5 5) excluding H.S.T.

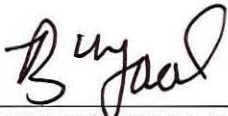
The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Town of Amherstburg Engineering and Public Works Department, within the specified time in his Tender. Time shall be deemed the essence of the contract.

The Contractor further covenants and agrees that he will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution 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 Contactor carries out, performs and observes all of the requirements and conditions of this Agreement, the Corporation will pay to the Contractor, the price set forth in his Tender, such payment or payments to be made in accordance with the provisions of the General Conditions of the Contract to above.

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

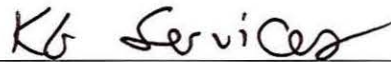
IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.



WITNESS AS TO SIGNATURE OF
CONTRACTOR



Contractor's Signature and Seal



Contractor's Name

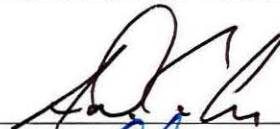


Contractor's address

CORPORATION OF THE TOWN OF AMHERSTBURG



WITNESS AS TO SIGNATURE OF
CORPORATION



Aldo DiCarlo, Mayor




Paula Parker, Clerk

FORM OF TENDER**CONTRACTOR IDENTIFICATION SHEET**

BUNINESS NAME OF CONTRACTOR:	2224813 ONTARIO INC. O/A KG SERVICES
MAILING ADDRESS OF CONTRACTOR (including postal code):	PO Box 5001 BRANTFORD, ON N3T 6J7
NAME OF CONTACT PERSON REPRESENTING CONTRACTOR:	KRIS GAAL
TELEPHONE NUMBER & EXTENSION OF PERSON REPRESENTING CONTRACTOR:	519-738-3015 ext 103 or 1-855-378-3015 ext 103
FAX NUMBER OF CONTRACTOR:	888 245 5220
EMAIL ADDRESS OF PERSON REPRESENTING CONTRACTOR:	krisgaal@kgservices.ca
NAME OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	KRIS GAAL
TITLE OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	PRESIDENT

SIGNATURE OF PERSON AUTHORIZED TO ACT ON
BEHALF OF PROPONENT:

CORPORATE SEAL:



Kris Gaal - President

(Please affix Corporate Seal)

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

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



Signatory Initials

TENDER PRICE

KG. *Kris K6 Services*

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

Section "A" – 3400 Middle Side Road Road, Amherstburg, ON

Item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
14.1	Equipment Mobilization and Demobilization	Lump Sum	1	\$600. ⁰⁰	\$600. ⁰⁰
14.2	Pre-work Activities	Lump Sum	1	\$600. ⁰⁰	\$600. ⁰⁰
14.3	Removal and disposal of asphalt and concrete debris	m ²	60	\$20. ⁰⁰	\$1200. ⁰⁰
14.4	Excavation, Removal and disposal of 1 UST and 2 ASTs and associated infrastructures and piping.	Lump Sum	1	\$3000. ⁰⁰	\$3000. ⁰⁰
14.5	Excavation and stockpiling of un-impacted soil	Hours	10	\$120. ⁰⁰	\$1200. ⁰⁰
14.6	Loading, transport and disposal of PHC impacted soil (non-hazardous)	Tonnes	370	\$49. ⁰⁰	\$18,130. ⁰⁰
14.7	Removal and Disposal of PHC impacted groundwater (if necessary)	Liter	4,000	\$0.30 &	\$1200. ⁰⁰
	Supply, place and compact the excavation with granular				
14.8	Granular B Type II	Tonnes	390	\$26. ⁰⁰	\$10,140. ⁰⁰
	Granular A	Tonnes	20	\$27. ⁰⁰	\$540. ⁰⁰
14.9	Asphalt Restoration	m ²	60	\$50. ⁰⁰	\$3000. ⁰⁰

SUBTOTAL FOR SECTION "A"

\$39,610.⁰⁰ ✓

Section "B" – 512 Sandwich Street South, Amherstburg, ON

Section "B" – 512 Sandwich Street South, Amherstburg, ON

Item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
14.1	Equipment Mobilization and Demobilization	Lump Sum	1	\$600.00	\$ 600.00
14.2	Pre-work Activities	Lump Sum	1	\$600.00	\$ 600.00
14.3	Removal and disposal of asphalt and concrete debris	m ²	120	\$ 20.00	\$ 2400.00
14.4	Excavation, Removal and disposal of 2 UST and 2 ASTs and associated infrastructures and piping.	Lump Sum	1	\$7000.00	\$ 7000.00
14.5	Excavation and stockpiling of un-impacted soil	Hours	10	\$120.00	\$1200.00
14.6	Loading, transport and disposal of PHC impacted soil (non-hazardous)	Tonnes	660	\$ 44.00	\$ 32,340.00
14.7	Removal and Disposal of PHC impacted groundwater (if necessary)	Liter	2,000	\$ 0.30 &	\$ 600.00
	Supply, place and compact the excavation with granular				
14.8	Granular B Type II	Tonnes	730	\$ 26.00	\$18,980.00
	Granular A	Tonnes	50	\$ 27.00	\$1350.00
14.9	Asphalt Restoration	m ²	120	\$ 50.00	\$ 6000.00
	Asphalt Restoration (New Area)	m ²	1900	\$ 44.00	\$83,600.00
14.1 0	Existing Fence Removal and Replacement	Linear Meter	20	\$ 20.00	\$ 400.00
14.1 1	Stripping Topsoil, stockpile, placement and re-seed	m ²	40	\$ 20.00	\$ 800.00
14.1 2	Curb Replacement (if necessary)	Linear Meter	40	\$ 80.00	\$ 3200.00

SUBTOTAL FOR SECTION "B"

\$ 159,070.00 ✓

Section "C" – 6744 6th Concession South, Amherstburg, ON

Item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
14.1	Equipment Mobilization and Demobilization	Lump Sum	1	\$ 600. ⁰⁰	\$ 600. ⁰⁰
14.2	Pre-work Activities	Lump Sum	1	\$ 600. ⁰⁰	\$ 600. ⁰⁰
14.4	Excavation, Removal and disposal of 2 UST and 1 ASTs and associated infrastructures and piping.	Lump Sum	1	\$ 4000. ⁰⁰	\$ 4000. ⁰⁰
14.5	Excavation and stockpiling of un-impacted soil	Hours	10	\$ 120. ⁰⁰	\$ 1200. ⁰⁰
14.6	Loading, transport and disposal of PHC impacted soil (non-hazardous)	Tonnes	170	\$ 49. ⁰⁰	\$ 8330. ⁰⁰
14.8	Supply, place and compact the excavation with granular				
	Granular B Type II	Tonnes	190	\$ 26. ⁰⁰	\$ 4940. ⁰⁰
	Granular A	Tonnes	15	\$ 27. ⁰⁰	\$ 405. ⁰⁰

SUBTOTAL FOR SECTION "C"

\$20,075.⁰⁰ ✓

SUBTOTAL FOR SECTION "A"	\$ 39,610. ⁰⁰
SUBTOTAL FOR SECTION "B"	\$ 159,070. ⁰⁰
SUBTOTAL FOR SECTION "C"	\$ 20,075. ⁰⁰
CONTINGENCY ALLOWANCE (for Construction)	\$ 25,000
SUBTOTAL	\$ 243,755. ⁰⁰ ✓
13% H.S.T. PAYABLE (ON ABOVE)	\$ 31,688.15
TOTAL FOR TENDER (INCLUDING H.S.T.)	\$ 275,443.15

SIGNATURE OF PERSON AUTHORIZED TO ACT ON
BEHALF OF PROPONENT:

CORPORATE SEAL:

[Handwritten Signature]
 Kari Gael - President
 2224813 ont inc. % KGFundCo

(Please affix Corporate Seal)

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

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

KG. 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.

- BUTTSVILLE AIRPORT, REMOVAL OF (2) 76,000L UST's a-d
(2) 96,000L UST - VALUE +1 MILLION COMPLETED FOR PINCHIN LTD
04-07-16
- WEST MALL SITE REMEDIATION AND RESTORATION - \$270,000
COMPLETED FOR GOLDER ASSOCIATES 03-18-16
- TML REMOVAL OF (2) 45,000L UST COMPLETED FOR
OWNER VALUE \$23,000 07-24-2017
- JAMES ST HAMILTON REMOVAL OF 6,800L UST & SITE
RESTORATION - VALUE \$6000. COMPLETED FOR ENGLOBE
CORP 10-28-2016

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

REFERENCES

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

Reference No.1

Company Name: PINCHIN LTD.

Address: 555 LEGGET DRIVE, SUITE 1001, TORONTO, ONTARIO

Contact Name & Title: MATT RYAN, OPERATIONS MANAGER

Telephone Number: 613 592 3387 ext 1310 Fax Number: _____

Description of Project: VAUGHAN RD UST REMOVAL AND EXTENSIVE SITE REMEDIATION,

Date of Project: 05-27-2016

Reference No.2

Company Name: XCG CONSULTING LIMITED

Address: 820 TRILLIUM DRIVE, KITCHENER ON

Contact Name & Title: RANDY BARKHOUSE, SENIOR GEOSCIENTIST

Telephone Number: 519-741-5774 ext 239 Fax Number: 519-741-5627

Description of Project: KEANAN DEMOLITION INCLUDING 2 UST REMOVALS & SITE REMEDIATION

Date of Project: 08-17-2016

REFERENCES- (cont'd)

Reference No.3

Company Name: DISTINCTIVE ENGINEERING INC

Address: 1155 NORTH SERVICE RD W, UNIT 11, OAKVILLE ON

Contact Name & Title: MICHAEL LE BLANC, PRINCIPAL ENGINEER

Telephone Number: 416-624-2943 Fax Number: _____

Description of Project: MILOMAY REMOVAL OF BIL TANK AND SITE
REMEDATION WITH RESTORATION

Date of Project: 01-24-2017

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

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

I/We, the undersigned, hereby acknowledge and confirm on behalf of KG Services / 2224813 Ontario Inc.

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

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 acknowledge that we have received the following addendum to this Request for Tender 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: 1 to 2.

Witness (if applicable)

[Signature]

Signature

[Signature]

Dated:

Aug 1st / 2017

Name & Position (please print)

Kris Gani
President / CEO of
KG Services / 2224813 Ont Inc.

ADDENDUM #1

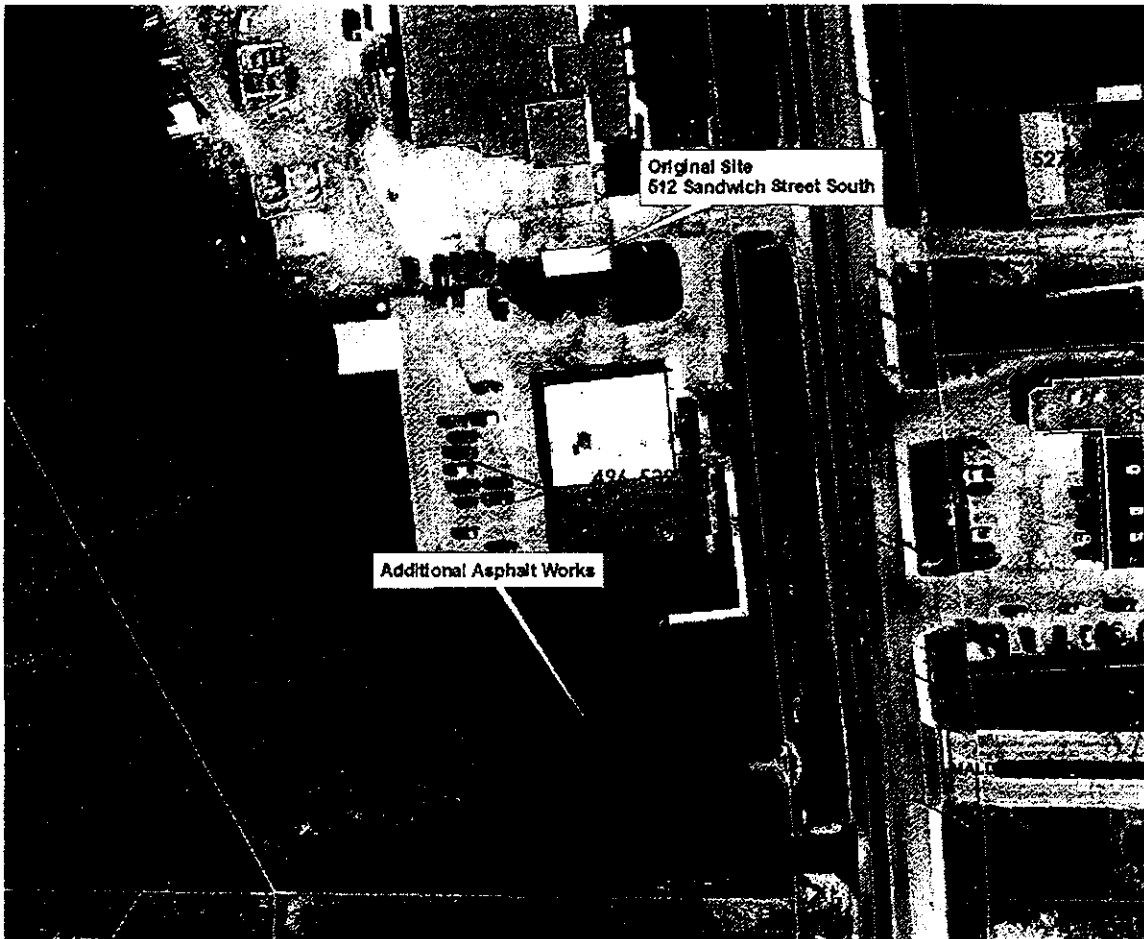
SPECIFICATIONS SECTION 14.9

ADD:

Additional Asphalt – Parking Lot

14.9	Asphalt Restoration	m ²	1,900	\$ 44. ⁰⁰	\$ 83,600. ⁰⁰
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This is for additional asphalt works to pave the parking lot south of Amherstburg Police Station.



ADDENDUM #1

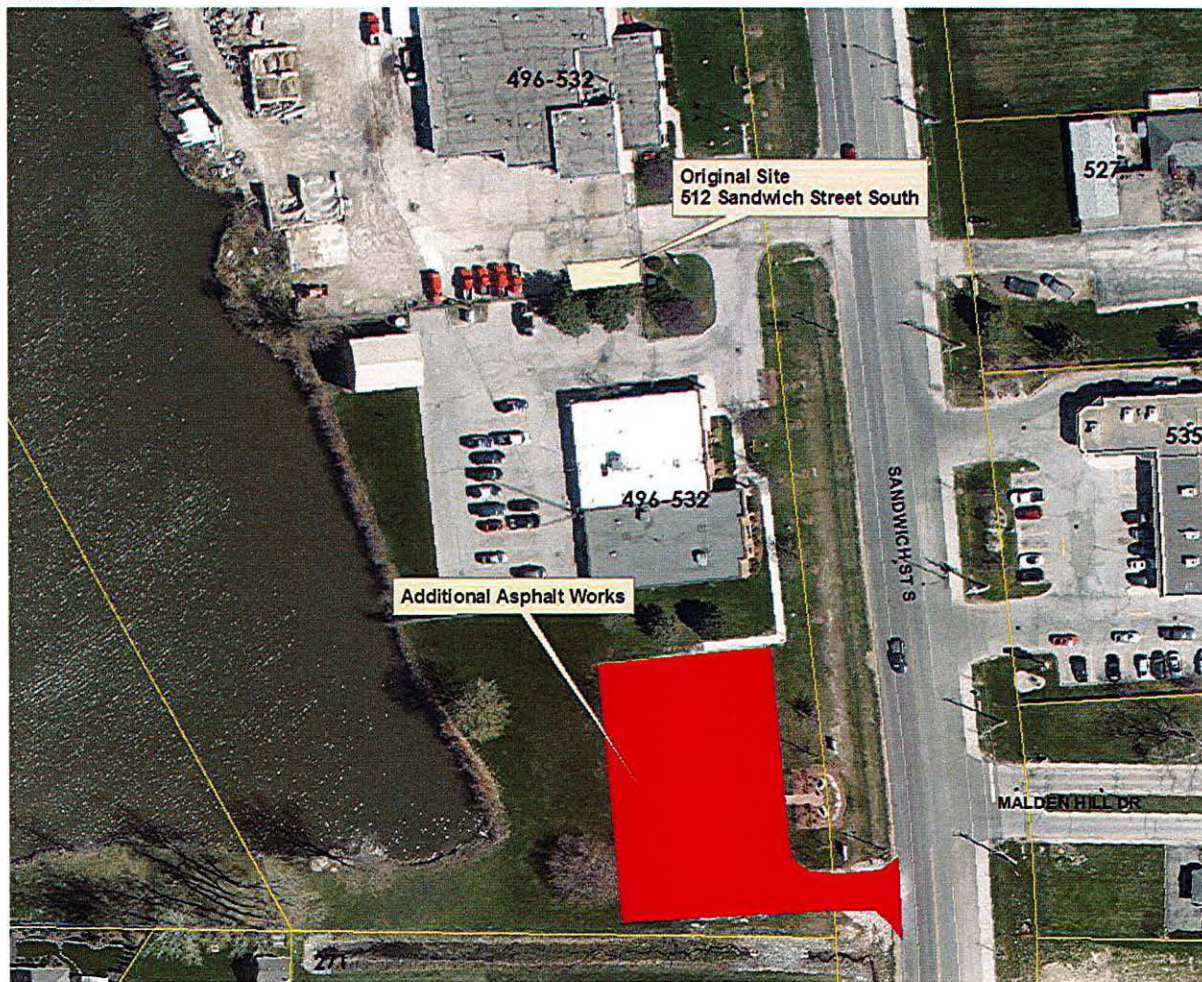
SPECIFICATIONS SECTION 14.9

ADD:

Additional Asphalt – Parking Lot

14.9	Asphalt Restoration	m ²	1,900	\$	\$
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This is for additional asphalt works to pave the parking lot south of Amherstburg Police Station.



Bid Bond - CCDC

Standard Construction Document
CCDC 220 - 2002

Bond No.: 37-4160-00003-17-01

Bond Amount: 10% of Tender Price

2224813 ONTARIO INC. as Principal, hereinafter called the Principal, and Echelon Insurance, corporation created and existing under the laws of Canada and duly authorized transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **THE CORPORATION OF THE TOWN OF AMHERSTBURG** as Obligee, hereinafter called the Obligee, in the amount of **Ten Percent of Tender Price (10% of Tender Price)** 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 bid to the Obligee, dated the **3RD** day of **AUGUST, 2017** for **2017 TANK REMOVALS AND SOIL REMEDIATION - PWD-BM-2016-001**

The Condition of this obligation is such that, if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within **NINETY, (90)** days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

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

It is a condition of this bond that any suit or action must be commenced within eighteen (18) months of the date of this Bond.

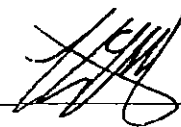
No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the **25TH** day of **JULY, 2017**.

SIGNED AND SEALED in the presence of:

2224813 ONTARIO INC.

Principal: *KRIS GAAL*
President + CEO.



Echelon Insurance

Surety

Christa O'Neil



Attorney-in-Fact

SPECIFICATIONS

1. BACKGROUND

WSP Canada Inc. (WSP) was retained by the Corporation of the Town of Amherstburg (the Town) to prepare a Request for Quotation (RFQ) specification document for the removal and disposal of ASTs and USTs, as well as excavation and removal of contaminated material associated with three properties located at 3400 Middle Side Road, 512 Sandwich Street South and 6744 6th Concession South in the Town of Amherstburg, Ontario.

At the request of the Town, WSP previously conducted a Scoped Subsurface Environmental Investigation to assess the existing subsurface soil and groundwater conditions around the perimeter of the UST tank nests and AST areas at the three sites. The subsurface assessment findings will aid Contractors in refining their bid throughout the Tendering process as it provides the contractor with information regarding subsurface soil conditions and areas identified to have Petroleum Hydrocarbon (PHC) Contamination.

Figures from the subsurface investigation showing the extent of PHC Contamination above the applicable Ministry of Environment and Climate Change (MOECC) Table 2 coarse grained industrial/ commercial and community property use standards at each of the three sites are provided in Appendix C for reference purposes. A copy of the full Scoped Subsurface Environmental Investigation Report will be provided to the selected Contractor. Based on the findings and analytical results of the previous investigation, the following is a summary of the conclusions:

- The reported soil concentrations for PHCs were below the applicable MOECC Table 2 standards at the 6744 6th Concession South Site. No groundwater was encountered at this Site.
- Select reported soil and groundwater concentrations for PHCs were above the applicable MOECC Table 2 standards at the 3400 Middle Side Road Site.
- One reported soil concentration for PHCs exceeded the applicable MOECC Table 2 soil standards at the 512 Sandwich Street Site. However, the reported groundwater concentrations for the selected parameters were below the applicable MOECC Table 2 standards.

2. SCOPE OF WORK

The Town's primary objective is to retain a Contractor to remove their historical ASTs and USTs at the three Sites in accordance with the applicable Technical Standards & Safety Authority (TSSA) Liquid Fuels Handling Code and other applicable regulations.

This Contract includes the following three Sites:

- 6744 6th Concession South (2 USTs x 2,200 L, 1 AST x 2,200 L)
- 3400 Middle Side Road (1 UST x 2,200 L, 2 ASTs x 2,200 L)
- 512 Sandwich Street South (2 USTs x 10,000 L, 2 ASTs x 2,200 L)

In order for the Town to continue its routine fueling operations, tank removal and soil remediation at the Sites shall be conducted in the following order: 3400 Middle Side Road (1st), 6744 6th Concession South (2nd), and 512 Sandwich Street South (3rd). In addition to the specified order, the tank removal and soil remediation at 512 Sandwich Street South is to be conducted on a weekend. Details of weekend work can be viewed in Section 15.33 below.

Physical Limits: Work of this Contract is not necessarily restricted to work within property lines at the 512 Sandwich Street South Site and may extend to the property to the south which is also owned by the Town.

General work of this Contract includes the following:

- Removal and disposal of USTs and ASTs, pumps and all supply, return and vent lines/ pipes.
- Excavation and removal of Petroleum Hydrocarbon (PHC) impacted and non-impacted material (as required);
- Placement and compaction of backfill materials;
- Co-ordinate with the Consultant regarding confirmation of soil remediation completion; and
- Securing of Site during and after remediation work.

Bidders must use certified tank removal personnel (PM2 and PM3 certified) and or contractors and approved licensed tank and waste disposal sites.

More information relevant to the three sites including figures showing estimated extent of excavation, soil and groundwater concentrations exceeding applicable MOECC Standards, and estimated quantities are attached in the Appendix C.

3. QUALIFICATIONS

In applicable jurisdictions, Bidders must use certified tank removal personnel and or contractors where the Contract involves removal of existing tanks. Bidder must hold a current Certificate of Recognition (COR) or Small Business COR. Contractor must hold the appropriate petroleum technician license (PM2 and PM3) to perform the tank removal as per TSSA regulations. A copy of the Contractors PM2 and PM3 license shall be submitted with their tender submission as Part of Envelope 2. Contractors must use or retain licensed transport trucks for waste (liquid and solid) disposal.

4. TRAFFIC PROTECTION PLAN

The Contractor shall prepare a traffic protection plan including all signage at the site in accordance with the latest revision of the Ontario Traffic Manual Book 7 Temporary Conditions. The Contractor shall have the plan available on site at all times for inspection by the Town or Ministry of Labour.

5. TRAFFIC CONTROL

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 the 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.

The Contractor shall exercise all due care and attention in working within the road allowances. The Contractor shall comply to all current safety regulations, and with signing requirements according to Division 5, Temporary Conditions, of the M.T.O. Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient flag persons while working within the allowances to ensure safety to workers and the public in general.

The Ontario Traffic Manual Book 7 Temporary Conditions shall be utilized to apply traffic control devices in temporary construction, maintenance and utility work zones, to ensure worker safety, motorist safety, and motorist mobility. The plan is to be prepared and submitted prior to construction illustrating the appropriate signing and channelization required for any roadway work operations.

6. EMERGENCY TELEPHONE NUMBER

The Contractor shall have a representative from his staff on call, 24 hours a day, and seven days a week. The representative should be familiar with the project, and be able to handle any emergency that may arise during the course of the project.

7. PRIVATE PROPERTY

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

8. PEDESTRIAN AND VEHICULAR ACCESS

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

9. FIRST AID EQUIPMENT

The Contractor shall provide and maintain the necessary First Aid items and equipment as called for under the First Aid Regulations of the Worker's Compensation Act.

10. SITE MEETINGS

Site meetings shall be held at regular intervals as required.

11. UNIT PRICES

Quantities for solid waste disposal and imported fill will be determined by weigh tickets provided by the Contractor. These weigh tickets must be reasonably verified with volumetric estimates made by the consultant based on conversion factors of 2 metric tons per cubic meter of soil, and 2.4 metric tons per cubic meter of concrete. Quantities of liquid waste are based on the volume measured onsite and recorded in the waste disposal manifest.

All other quantities of Work will be measured and calculated by the Consultant and submitted to the Contractor for verification. Measurement will be based on the units of measure specified in the Tender Form. Contractor shall, within 7 days after date of receipt, notify Owner/ Consultant in writing of any disputed quantities; otherwise the quantities shall be considered verified by the Contractor.

12. SPECIFIC SAFETY REQUIREMENTS

The Contractor shall have the number of employees required by legislation on site with standard first aid certification. The Contractor shall have a fire extinguisher, first aid kit and a cell phone on site. The Contractor shall have temporary fencing (at least 2.4 m in height) available to secure the open excavation and shall clearly mark the edges of the excavation. All work on site shall comply with applicable Occupational Health and Safety Legislation and any other applicable regulations.

The Contractor shall submit a copy of their Site Specific Health and Safety Plan (SSHASP) to the Owner/ Consultant upon arrival to the Site. The Contractor's SSHASP shall meet or exceed the Town of Amherstburg, Health, Safety and Environment Policy or other applicable requirements. The Contractor shall have either a combustible gas indicator or an O₂ meter, depending on the method (inserting or purging) chosen to make the tank safe. The Contractor shall employ workers at the site who have received an orientation specific to the Owner's Health and Safety Program or equivalent programs.

13. QUALITY CONTROL

The Owner may employ the services of independent testing agencies to establish if work complies with Contract documents. The Owner, directly, or through the Consultant, will appoint and pay for services of such testing agencies, if necessary.

Where tests or inspections, by appointed testing agency, indicate work is not in accordance with the Contract Documents, additional tests or inspections may be required by the Owner, to verify acceptability of corrected work. Such additional tests or inspection shall be paid for by Contractor.

14. TENDER ITEM DESCRIPTIONS

Below is a description of each tender item listed in T-2 to T-5 of the Tender Price form along with the associated unit of measurement by which the tender item will be quantified. Further details regarding the methods which the contractor is expected to employ can be found in the below Specification Section 15: Execution Details. Please note that all work is to be performed by the contractor (in order of precedence):

- In accordance with applicable legislation and guidelines.
- In accordance with policies and procedures of the Owner; and then
- In accordance with the internal policies of the contractor

14.1. EQUIPMENT MOBILIZATION AND DEMOBILIZATION

Unit Description: Mobilization and Demobilization to and from the sites, includes mobilization of all equipment, materials, and personnel required to complete the scope of work as described herein. It shall include mobilization and demobilization of equipment in separate stages or occasions as required by the scope of work described herein. In order for the Town to continue its routine fueling operations, mobilization and demobilization associated with the tank removal and soil remediation at the Sites shall be conducted in the following order: 3400 Middle Side Road (1st), 6744 6th Concession South (2nd), and 512 Sandwich Street South (3rd).

- The Contractor shall submit a copy of their SSHASP to the Owner/ Consultant upon arrival to the Site. The Contractor's SSHASP shall meet or exceed the Town of Amherstburg, Health, Safety and Environment Policy or other applicable requirements.
- Employees shall receive an orientation specific to the Owner's Health and Safety Program (1/2 hr. maximum) or equivalent programs.

Unit of Measurement: Lump sum amount for the specified items of work. The amount is not payable if the item of work is not required. Items required which are not reasonably expected by the scope of work described herein will be mobilized and demobilized to site on the basis of cost plus 10% provided a change notice has been issued and accepted by the Consultant.

14.2. PREWORK ACTIVITIES

Unit Descriptions: All necessary preparation to complete the scope of work as described. This includes but is not limited to utilities locates, daylighting of utilities, site security, access arrangement, provision of temporary fence, temporary lighting, washroom facilities, Infrastructure removal, obtaining required permits, and any third party agreements.

Unit of Measurement: Lump sum amount for the specified items of work. The amount is not payable if the item of work is not required.

14.3. REMOVAL AND DISPOSAL OF ASPHALT AND CONCRETE DEBRIS

Unit Description: Removal of asphalt surfacing over proposed excavation area. Removal of concrete including slabs and curbs over the proposed excavation area, Includes transport and disposal of concrete, asphalt and associated debris at an approved facility. The Contractor must saw-cut and trim the existing asphalt/concrete to allow for clean joint.

For the purposes of this bid assume a minimum average asphalt thickness of 100 mm and a concrete slab thickness of 150 mm (up to 250 mm maximum).

Unit of Measurement: Square meter by measure.

14.4. EXCAVATION, REMOVAL AND DISPOSAL OF STORAGE TANKS (ASTS AND USTS) AND ASSOCIATED INFRASTRUCTURE

Unit Description: Removal, destruction and disposal of USTs and all piping including vent piping, concrete tank anchors and strapping, fuel pumps and disposal of residual product, solids/sludge in exhumed tanks and piping. Assume an average of 100 mm of residual product resides in each tank. The number of tanks at each of the three sites is noted below:

- 3400 Middle Side Road (1) 2,200 L single wall gasoline UST and (2) 2,200 L single walled diesel and coloured diesel ASTs.
- 6744 6th Concession South (2) 2,200 L single wall gasoline and clear diesel USTs and (1) 2,200 L single walled coloured diesel AST
- 512 Sandwich Street South (2) 10,000 L single walled gasoline and clear diesel USTs and (2) 2,200 L single walled coloured diesel and waste oil ASTs

The Contractor shall provide the Owner/ Consultant with the details of the facility accepting the removed tanks and provide evidence that the tanks were accepted at the specified facility (certificate of destruction). The tank anchors may have individual displacements of up to 4 m³ (actual dimensions not known) and will number one per tank.

Unit of Measurement: Lump sum amount for the specified items of work. The amount is not payable if the item of work is not required.

14.5. EXCAVATION AND STOCKPILING OF SOILS

Unit Description: Excavation and onsite stockpiling for field screening, profiling, confirmatory testing and future reuse pending suitability at the discretion of the Owner/ Consultant. The material is to be stored in a location where it will not interfere with Site operations and the remaining work. Some segregation of soil will be required to be directed by the Consultant.

Use on site equipment to assist Consultant in retrieving samples from the limits (sidewalls and floors) of the excavations. Clean materials may be stored directly above existing surfaces.

Unit of Measurement: per hour of soil movement with one excavator, operator, and labourer.

14.6. LOADING, TRANSPORT AND DISPOSAL OF PHC IMPACTED SOILS

Unit Description: Loading, transportation and disposal of contaminated soils at a disposal facility approved to receive the material. For the purposes of this bid the impacted material was found to be Non Hazardous Waste according to Ontario Regulation 558 and its amendments. A copy of the Toxicity Characteristic Leaching Procedure (TCLP) sample results will be provided to the successful Contractor. The Contractor is to provide all manifests to the Consultant.

Should the contractor chose to temporarily stockpile PHC impacted soil outside of the excavation, it shall be placed on an impermeable polyethylene sheeting of at least 6-mil thickness and is to be completely covered by a similar polyethylene sheeting with the necessary braces to ensure stability

Unit of Measurement: Tonnes (as confirmed via weigh bills reports provided by the landfill and submitted to the Owner/ Consultant)

14.7. REMOVAL AND DISPOSAL OF PHC IMPACTED GROUNDWATER

Unit Description: Remove and dispose of non-hazardous groundwater and precipitation water that accumulates within the excavation limits which is impacted with petroleum hydrocarbons (either dissolved or free phase). Contractors to complete waste generator registration in compliance with HWIN and in cooperation with the Town for disposal of any liquid wastes from the project.

Unit of Measurement: Liter (verified by disposal facility measurements and submitted to the Owner/ Consultant).

14.8. SUPPLY, PLACE AND COMPACT THE EXCAVATION WITH GRANULAR MATERIAL

Unit Description: If it is deemed necessary to import material for various reasons and clean material meeting the Site Condition Criteria is not available on site, this item includes all material and labor cost of transporting, and backfilling of excavation using clean imported Granular B Type II and Gran A material. No recycled granular material is to be used for backfilling. All soils imported on Site must meet (MOECC) "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act" (MOECC, 2011) for industrial/ commercial/ community property use with potable groundwater conditions (Table 2) as the applicable standards.

- Compaction for the granular material will be 98% for Gran B and Gran A.
- Lifts thickness of Gran A shall not be greater than 150 mm.
- Lift thickness of Gran B shall not be greater than 300 mm.

Unit of Measurement: tonnes as per weigh tickets.

14.9. ASPHALT RESTORATION

It is the intention of this contract that all asphalted areas disturbed by the contractor's operation are restored to original condition at least as good as that which existed prior to construction or to the conditions specified.

All restoration work beyond the limits of this contract required as a result of the contractor's operations shall be undertaken by the contractor at his expense.

Unless specifically stated otherwise, asphalt restoration shall consist of the following:

On-site Paved Areas: (in conformance with Ontario Provincial Standard Specification - OPSS-310)	Two 50 mm (2") lifts of HL4 including Tack Coat
Municipal Streets (in conformance with OPSS-310)	Two 50 mm (2") lifts of HL4 including Tack Coat

The tack coat shall form part of the asphalt item of the tender form.

Unit of Measurement: Square meter by measure.

14.10. EXISTING FENCE REMOVAL AND REPLACEMENT

Under this item, the Contractor shall remove a portion of the existing fence (approximately 20 lineal metre) located along the southern boundary of the property at 512 Sandwich Street South in order to excavate and dispose of PHC impacted soils south of the property boundary. The contractor shall salvage the fence components and re-install to original conditions once the project is completed.

Unit of Measurement: Linear meter by measure

14.11. STRIPPING TOPSOIL, STOCKPILE, PLACEMENT AND RE-SEED

Under this item, the Contractor shall strip existing topsoil (approximately 0.4 m) within a designated area along the southern boundary of the property at 512 Sandwich Street South in order to excavate and dispose of lower PHC impacted soils. The stripped topsoil shall be stockpiled at the Site until the remedial excavation is completed. After which, the Contractor shall place the stockpile topsoil in a lift of 0.4 m thick and re-seed the designated area in accordance with OPSS 804. No debris are to be placed with the topsoil.

Unit of Measurement: Square meter by measure.

14.12. CURB REPLACEMENT

Under this item, the Contractor shall saw cut and remove up to 40 lineal metres of curb along the southern boundary of the property at 512 Sandwich Street South. The removed curb will allow the Contractor to excavate and dispose of lower PHC impacted soils in this area. Once the remedial excavation is completed the Contractor shall replace the curb to match original condition that existed prior to work.

Unit of Measurement: Linear meter by measure

14.13. CONTINGENCY ALLOWANCE

This item is intended to cover expenditures required during the execution of the Contract which do not fall logically within any of the items listed in the Form of Tender. The contingency funds will only be used with the direct approval of the Director of Engineering and Public Works.

15. EXECUTION DETAILS

15.1. PROTECTION

All Work shall be completed in accordance with the latest editions of:

- Fire Code Technical Standards and Safety Authority (TSSA) Liquid Fuels Handling Code
- Provincial, Municipal and Local Regulations

15.2. EXISTING CONDITIONS

Prior to commencement of work, the Contractor shall visit and examine the site, and note all characteristics and irregularities that may affect the Work of this Contract. The Contractor shall arrange for access and identify temporary stockpiling locations at the three Sites in coordination with the Owner/ Consultant.

15.3. SITE PREPARATION

Notify Ontario One Call and contact all member-company utilities including sewer, electrical power, gas, telephone and others. Utilize the services of a private utility locator to verify the One Call locates and identify the locations of any private or non-member utilities or services. It is the Contractor's responsibility to locate all utilities and to obtain crossing/proximity agreements from utility companies prior to proceeding with excavation.

Coordinate with any utility company to remove and relocate utility lines as required to safely undertake the Work of this Contract. Expose existing utility lines in area of Work by hand excavation or hydrovac to confirm location before machine digging within 600 mm of lines.

The Contractor will coordinate access with the Owner/ Consultant and remove surface obstructions, ice, snow etc. within the work area. Contractor will disconnect and remove of all onsite utilities associated with petroleum equipment.

A pedestrian and vehicle traffic accommodation plan must be prepared and approved by the Owner/ Consultant prior to mobilizing equipment to site. Prior to commencement of site excavation activities, install temporary fence, at least 2.4 m high, around the work area, including the excavation. The fence should provide access for vehicles and equipment but must be locked when no work is occurring onsite.

Signs attached to the temporary fencing on four sides of the excavation must be installed prior to the commencement of the soil excavation. Signs must indicate that site access is restricted to authorized personnel only, identify safety requirements (i.e. hard hat, safety boots, etc.) and provide a telephone number for inquiries and emergency contact.

15.4. STOCKPILING OF SOIL

The Contractor is responsible for stockpiling materials in areas designated by the Owner/ Consultant, surface runoff is to be directed away from, or around, stockpiles.

15.5. TANK REMOVAL PREPARATION

The Contractor is to notify the Owner/ Consultant at least two (2) days and any applicable Authorities at least seven (7) days prior to commencing the tank removals.

Prior to initiating excavation, contents of tanks and distribution piping (i.e. liquids and solids/sludge) must be removed as thoroughly as is practical. The Tank contents are to be removed and disposed of in accordance with provincial and local regulations. Piping may have to be flushed back into tank with water or air in order to clear product from the lines.

After liquid and solid sludge removal, the Contractor is to de-gas all tanks prior to cutting and removal. Only non-spark tools are to be used by the Contractor to cut open the tanks for cleaning purposes.

Subsequently, the Contractor shall clean the tanks using a vacuum truck, scraping tools or other methods. Upon completion of tank cleaning work, the Contractor shall dispose of the tanks at an approved facility and retain proper disposal documents.

15.6. EXCAVATION AND REMOVAL OF UNDERGROUND TANKS (ITEMS BELOW AS REQUIRED)

Prior to soil excavation work:

- Locate and identify all utilities including sewer, power, gas, telephone and others. Utilize a private locator to verify One Call locates and identify the location of any private utilities or services. Notify Consultant of any conflicts or uncertainties in underground utility locations. It is the Contractor's responsibility to locate all utilities and to obtain crossing/proximity agreements from utility companies prior to proceeding with excavation.
- Identify and remove all ignition sources in the area and disconnect power to all electrical equipment or instrumentation.
- Secure the work area to restrict public access and implement any additional precautions deemed necessary to safeguard worksite personnel and the nearby public.
- Remove all remaining product from tanks.

Tank excavation process (as required):

- Excavate to top of USTs, fully exposing all piping connections at the tank.
- Disconnect piping and remove fill pipe (drop tube), gauge and product lines, etc. Leave vent open and in place at this time. Temporarily plug all other openings.
- Exhume all underground piping. Underground piping is to be removed by excavation and not by pulling on exposed sections. Trench excavations are to remain open temporarily to permit inspection and sampling by Consultant.
- Create an opening in each UST that will allow the final amount of liquid (if any) to be removed by the licensed liquid waste hauler. Continue the excavation around the perimeter of the USTs until the tanks are adequately exposed and accessible for lifting. Remove tank(s) from excavation using appropriate lift points equipment and methods. Dispose of the tanks offsite in accordance with authorities having jurisdiction. Tanks are not to be destroyed or crushed onsite.

15.7. TANK DISPOSAL

Dispose of the tanks offsite in accordance with authorities having jurisdiction. Tanks are not to be destroyed or crushed onsite. Disposal documents shall be provided to the Owner/Consultant.

15.8. EXCAVATION AND LOADING OF PETROLEUM IMPACTED SOILS

In the context of this Contract, excavation refers to excavation of all materials such as asphalt, concrete, earth, muskeg, clay, till, shale, silt, sand, and gravel and fill material which can be removed without drilling or blasting. Runoff must be directed away from, or around, excavation(s). Do not obstruct the flow of surface drainage or natural watercourses.

It is not estimated that the PHC contamination extends to the building structures at any of the three sites; however, should this occur, excavations in close proximity to on-site structures are to be conducted in conformance with OPSS. MUNI 539. Should temporary protection systems (trench box, shoring etc.) be required by the Contractor, the associated costs will be taken from the project's contingency allowance

The Owner/ Consultant will direct the remedial excavation and monitor the excavated soils for apparent PHC contamination above the applicable MOECC Table 2 coarse grained industrial/ commercial and community property use standards. Based on field screening results, excavated soils will be segregated at the site prior to off-site disposal as:

- Un-impacted excavated material suitable for reuse
- Non-hazardous PHC impacted material

Contractor is to assist with the field segregation of excavated soils.

Concrete, rubble, asphalt and other construction debris encountered during excavation to be segregated and stockpiled as directed by the Owner/ Consultant.

Management of excavated soils will be directed by the Owner/ Consultant as follows:

- Un-impacted excavated material: Stockpiled onsite pending confirmatory analysis and reuse onsite.
- Non-hazardous PHC impacted material: Removed from Site and disposed of at an approved disposal facility. Debris: Removed from the Site and disposed as construction debris at an approved facility.

Consultant will be responsible for coordinating the sampling and analysis of excavated soil to confirm contaminant concentrations and verify handling and disposal requirements. The Consultant will submit soil and groundwater for laboratory analysis using expedited 24 to 48 hour turnaround times.

15.9. SOURCE OF SUPPLY – IMPORTED GRANULAR MATERIALS

For bidding purposes, assume that only clean (meeting the applicable site condition standard approved by the Owner/ Consultant), compactable Granular B Type II and Granular A materials, may be used, regardless of the proximity of the work site to the sources of supply for such materials. No recycled granular material is to be used for backfilling

Imported granular materials shall not be obtained from sites used, or historically used, for the storage or handling of petroleum products or other potential environmental contaminants. The Owner/ Consultant may, at its discretion, recover and analyze representative samples of imported granular materials for potential contaminants of concern. The Contractor shall identify the backfill source to the Consultant a minimum of two (2) days prior to importing granular material to the site. The Owner/ Contractor will facilitate a visit to the granular source such that the Consultant can collect a sample of the granular material for laboratory analysis

and proctor testing. The Consultant will arrange for laboratory analysis of the granular for potential contaminants and will submit a bulk sample for determination of the Standard Proctor Density. The Consultant will submit samples of each type of imported granular material to the designated testing agency for the required testing. Available testing results and chemical analysis from the imported granular fill shall be provided by the Contractor to the Owner/ Consultant.

The granular source is to be approved by the Owner/ Consultant and is subject to achieving satisfactory laboratory analytical results for contaminants as judged by the Consultant. Imported granular materials containing contaminant concentrations exceeding applicable site criteria shall be removed by Contractor at his sole cost and replaced with clean materials. No impacted materials shall be allowed to be used by the Contractor as backfill materials.

15.10. SPECIFICATIONS – IMPORTED GRANULAR MATERIALS

For Asphalt paved area, sub-grade shall consist of the following:

- **Upper 300 mm Granular A**, compacted to 100% of the Standard Proctor Maximum Dry Density (SPMDD as per ASTM D698) placed and compacted in two 150 mm thin layers/lifts.
- **Variable thickness of Granular B Type II**, compacted to 98% of the SPMDD placed in lifts not greater than 300 mm.

For excavation backfilling and regrading in non-asphalt paved areas, the following materials shall be used:

- **Upper 300 mm Granular A** compacted to 98% of the SPMDD placed and compacted in two 150 mm thin layers/lifts.
- **Variable thickness of Granular B Type II**, compacted to 98% of the SPMDD placed in lifts not greater than 300 mm.

All materials must meet the latest OPSS specifications and or MTO specifications. Any unsuitable fill materials encountered should be excavated and removed off site. No recycled granular material is to be used for backfilling at any of the three locations.

Generally, the Contractor is to compact subgrade to density requirements for subsequent backfill materials using at least several passes of a heavy compactor having a rated capacity of at least 8 tonnes, and adding water as required. If clean local material are to be re-used for backfilling, the moisture content must be maintained at $\pm 2\%$ of the optimum moisture constant and compacted to 98% of the SPMDD. If this cannot be achieved, imported granular material may need to be used at the discretion of the Owner and/or Engineer.

The final subgrade should be cambered or otherwise shaped properly to prevent the formation of local depressions in which water could accumulate. Otherwise, any water collected in the granular sub-base materials could be trapped, causing problems due to softened subgrade, differential frost heave, etc. For the same reason, damaging the subgrade during and after placement of the granular materials by heavy construction traffic should be avoided.

When backfilling, the Contractor shall:

- Backfill areas to contours and/or existing grade elevations with unfrozen materials.
- The contractor should systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- Coordinate with the Owner and/or Engineer to have field work inspected and approved.

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

15.11. WATER FOR COMPACTION AND DUST CONTROL

Clean water will be applied by means of approved equipment capable of distributing it uniformly and with proper control. Water shall be applied as needed for dust control, or as directed by the Engineer.

No water shall be taken from municipal fire hydrants without the prior consent of the appropriate Municipal Operating Authority and only with their assistance. All costs of this water shall be the responsibility of the contractor.

No separate payment will be made for the supply and application of water for compaction and dust control, and the supply and application of this water will be deemed included in the prices bid for the items for which the water is required.

If water is not managed in accordance with the specifications, the contractor will be fully responsible for fines issued to the Owner, as well as, but not limited to engineering and legal fees. Costs to remediate any negatively affected water and watercourses will be the responsibility of the contractor and required remedial actions will be implemented upon direction from the Owner or Engineer.

15.12. DEWATERING AND GROUNDWATER DISPOSAL

Any groundwater or surface water at the work site must be managed in accordance with applicable municipal, provincial, and federal regulations and guidelines. The Contractor shall be solely responsible for ensuring that all work is carried out in the dry and that partially completed work shall remain dry. The method or methods of controlling surface or subsurface water shall be by pumping, ditching, dyking, close sheet piling, or a combination of these or other methods as may be approved by the Engineer.

The Owner will coordinate and pay for the recovery and analysis of water samples to determine the degree of hydrocarbon impact, identify disposal requirements and obtain necessary authorizations.

The Contractor shall pump and remove impacted water to an approved facility. Clean water may be disposed at the Sites in accordance with the applicable regulations and guidelines as well as the Owner.

15.13. ABANDONMENT OF OLD PIPING

No extra payment will be made for the removal of old pipes or subsurface structures encountered during the execution of all work under this contract and full compensation for the removal and disposal of all pipes and appurtenances shall be included in the price bid for the items requiring the removal. This shall include the careful removal of all fittings, valves, pumps, etc. and an evaluation of these existing appurtenances with the Engineer. If, in the opinion of the Engineer, the materials have re-use value, they shall be carefully stored on site at a location specified by the Engineer. If, in the opinion of the Engineer, the materials are of no further use, the contractor shall dispose of these materials at no additional cost.

If approved by the Engineer, decommissioned pipes may be abandoned rather than removed. To prevent further silt infiltration and voids, the exposed ends of pipes 100 mm in diameter and larger shall be filled with 20 mPa concrete to a minimum distance of 3000 mm from the end of the pipe. As an alternative, both ends may be capped with approved mechanical joint caps. Ends of 50 mm diameter and smaller malleable pipes shall be bent over and hammered closed.

15.14. TESTING AGENCY SERVICES

The Owner will appoint and pay for the services of a testing agency to perform earthwork quality control testing and related functions, as deemed required by the Consultant. This testing is to be coordinated between the Contractor and the Consultant.

Contractor will be required to cooperate and assist testing agency, as required, in the recovery of site samples for quality control testing.

The following tests, if required by the by the Town, will be paid for by the Town:

- I. Air entertainment tests during concrete work.
- II. Slump tests during concrete work.
- III. Casting and compression testing of concrete cylinders.
- IV. Compaction test. If the result of any compaction test is below that specified, the Engineer may call for retesting, and all costs associated with such retesting shall be paid for by the Contractor.
- V. Analysis of granular materials and approval of sources.
- VI. Analysis of aggregates for asphalt mix design.

15.15. METHOD OF MEASUREMENT

Unless otherwise agreed by the Contractor and Consultant, for in situ (i.e. cut) measurements, Consultant shall measure the length, width and depth of the excavation and provide the unit quantity estimates to the Contractor for verification. Where the depth of excavation varies, the depth shall be measured at a minimum of three (3) points and the average of the measurements taken as the depth of the excavation. Contractor is to provide assistance to the Consultant in conducting these measurements.

The Contractor, at his own cost, may perform his own quantity survey and provide it to the Owner/ Consultant for confirmation purposes.

15.16. PROTECTION OF EXISTING FEATURES

The Contractor is to survey, with the Consultant, existing site facilities and surface features including building exteriors, trees, vegetation, lawns, fencing, service poles, signs, pavement, sidewalks, etc. that may be affected by the Work. Damaged facilities are to be documented prior to commencement of site activities.

Protect existing buildings and surface features from damage while work is in progress. The Contractor must promptly repair any damages to site facilities or features to satisfaction of Consultant, at no cost to Owner.

15.17. PRIVATE PROPERTY

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

15.18. FIRST AID EQUIPMENT

The Contractor shall provide and maintain the necessary First Aid items and equipment as called for under the First Aid Regulations of the Worker's Compensation Act.

15.19. UNAUTHORIZED EXCAVATION

Unauthorized excavation shall be any excavation beyond volumes, elevations and dimensions indicated, without specific direction by the Owner/ Consultant. Unauthorized excavation shall be filled as directed by Owner/ Consultant. Unauthorized excavation and resulting restoration work shall be completed by Contractor at no cost to Owner.

15.20. EXTRA WORK

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

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

All notifications of claims for extra work shall be made to the Town before the extra work is started.

Payment for Extra Work

When it is necessary to perform work additional to the Tender items, unit prices to cover the cost of the work shall be negotiated whenever possible.

Where it is impracticable, due to the nature of the work, to negotiate unit prices for extra work not included in the tender, the cost of the additional work will be paid based on hourly rates for labour and equipment and on material invoices.

15.21. STANDBY AND ADDITIONAL MOBILIZATION

It is expected that soil testing for remediation criteria will result in stoppages of work throughout the course of this project. The Contractor shall coordinate the work with the Consultant to maximize efficiency and minimize stoppages where possible. The contractor should assume the work at all three Sites will take 2 weeks to complete.

15.22. CLAIMS

If a Contractor considers that he has a claim for compensation for costs which he has incurred or for loss he has suffered during the performance of the Contract, he should immediately advise the Town of his intent to claim of any specific portion of the Contract and he should also advise the Engineer in writing of the said intent within seven (7) calendar days of the commencement of the work on which he intends to claim. He shall submit his claim no later than thirty (30) days after the date of his receipt of the final detailed statement for the entire work.

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

15.23. LINE AND GRADES

The Town will provide base lines, monuments and bench marks required by the Contractor for establishing line and grade.

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

15.24. SITE MEETINGS

Site meetings shall be held at regular intervals as required.

15.25. SUPERVISION

The Contractor shall provide adequate supervision to ensure a workmanlike job. He shall provide a qualified foreman to ensure that the job proceeds in a proper and efficient manner.

If in the opinion of the Engineer, such personnel are not competent to carry out their work, the Contractor shall replace these men immediately upon written request of the Engineer.

15.26. GENERAL COORDINATION

The Contractor is advised that as other work, or Town daily operations may be in progress adjacent to or within the limits of this Contract, he shall cooperate with other Contractors, Town employees, and Utility Companies and they shall be allowed free access to their work at all times. The Engineer reserves the right to alter the method of operations on this Contract to avoid interference with other work.

15.27. LABOUR CONDITIONS

The Contractor is advised that as other work may be in progress adjacent to or within the limits of this Contract, he shall cooperate with other Contractors and Utility Companies and they shall be allowed free access to their work at all times. The Engineer reserves the right to alter the method of operations on this Contract to avoid interference with other work.

15.28. WORK IN OPEN TRENCHES

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

15.29. SANITARY MEASURES

The Contractor shall either arrange for or provide and properly maintain in a clean and sanitary condition, suitable conveniences for his men.

15.30. DEFECTIVE WORK

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

15.31. WATER, SNOW AND ICE

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

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

15.32. OVERLOADING AND CLEANING OF STREETS

Vehicles employed for cartage of any material shall not be loaded beyond rated limits, or in such manner as to cause spillage. The Contractor is responsible for the immediate clean-up of spillage or tire tracking occurring upon public or private property. The Contractor shall comply with all local ordinances for traffic protection, speed limits, work site signage and hours of work.

15.33. NIGHT, SUNDAY AND HOLIDAY WORK

No night or Sunday work will be permitted, with the exception of the tank removals and soil remediation at 512 Sandwich Street South which is to be conducted by the Contractor during the timeline of Friday at 3 pm to Sunday at 12 am. This timeline is required to maintain the Town's fueling operations. Should the Contractor require additional time outside of the weekend hours to complete the work at 512 Sandwich Street South, arrangements can be made with the Engineer/ Owner. Exceptions can also be made in the case of an emergency, however, such events will require the written permission of the Engineer/ Owner.

The Contractor shall, as far as possible refrain from working on days which are legal holidays. However, in case the Contractor desires to work on any such holiday it shall notify the Engineer/ Owner 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.

APPENDIX A

SUBMISSION ENVELOPE

Complete the required information on the following Tender envelope cover sheet and firmly affix to the Tender submission envelope.

SUBMITTED BY:

TENDER

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

ATTENTION: CLERKS DEPARTMENT

PROJECT: PROJECT NAME
PWD-BM-2016-001
PROJECT #PP-PS-17-17

CLOSING: CLOSING DATE AT 11:00AM

THIS PORTION TO BE COMPLETED BY THE TOWN OF AMHERSTBURG

RECEIVED DATE: _____

RECEIVED TIME: _____

RECEIVER'S INITIALS: _____

SUBMITTER'S INITIALS: _____

APPENDIX B

**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.

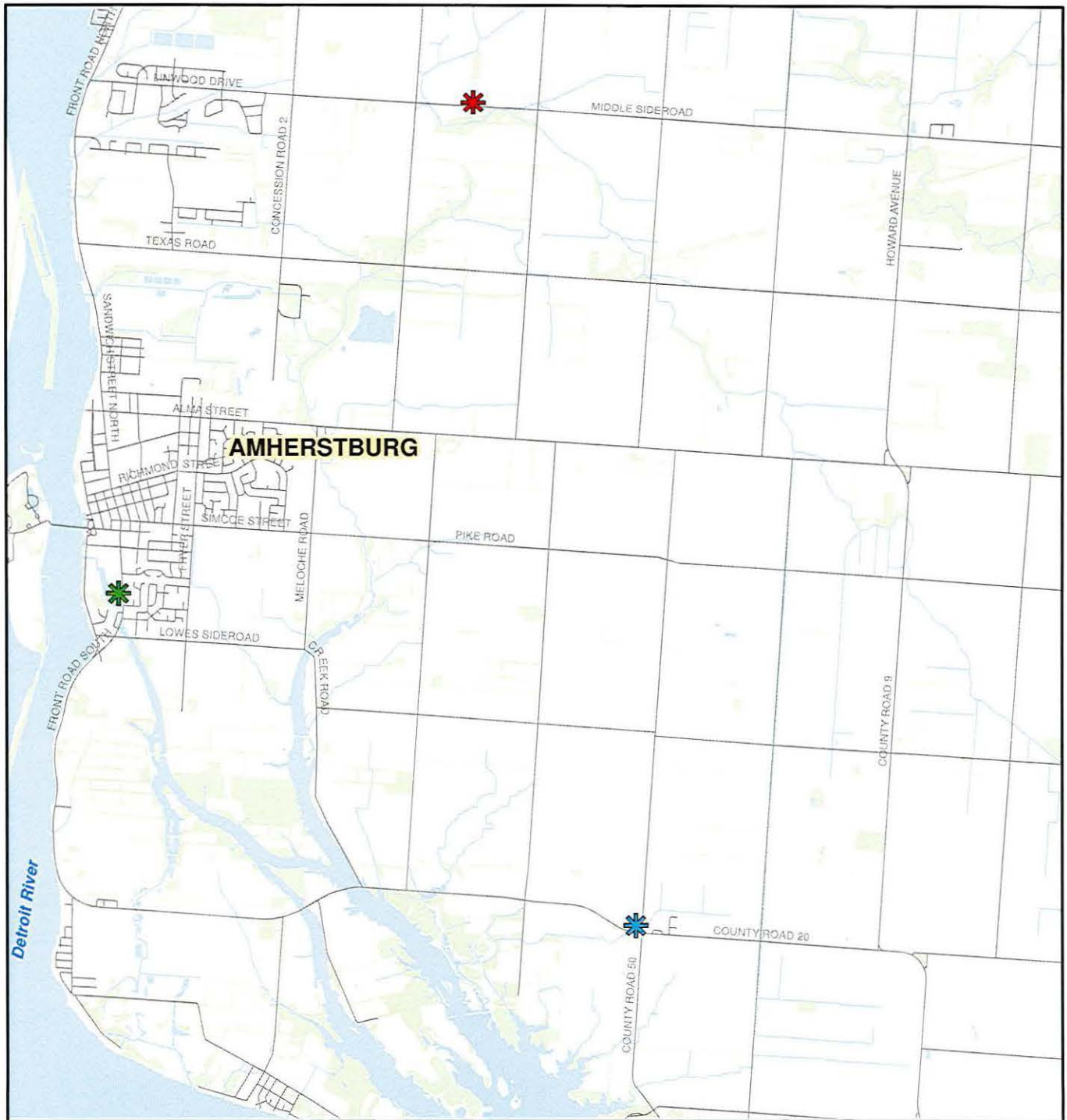
The Town may require a person with a disability to be accompanied by a support person while on Town premises in situations where it is necessary to protect the health or safety of the person with a disability or the health and safety of others on the premises.

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.






APPENDIX C

**FIGURES SHOWING ESTIMATED EXTENT OF CONTAMINATION FOR
THE THREE SITES**



LEGEND

-  APPROXIMATE LOCATION OF 512 SANDWICH STREET
-  APPROXIMATE LOCATION OF 3400 MIDDLE SIDEROAD
-  APPROXIMATE LOCATION OF 6744 6th CONCESSION S

LOCATION MAP

SCOPED SUBSURFACE ENVIRONMENTAL INVESTIGATION
 Three sites with ASTs and USTs
 Amherstburg, Ontario
 For The Corporation of the Town of Amherstburg

DATE: NOVEMBER 2016

SCALE: 1:63360

PROJECT: 161-12988-00 16

FILE NO.: 161-12988-00 16 F1



500 250 0 500 Metres

Data Source: Ministry of Natural Resources, Ontario Base Mapping, July 2012.



FIGURE

1



Soil Sample ID: Parameter	BH20-1C Result (ug/g)
Ethylbenzene	4
F1 (C6-C10)	140
F2 (>C10-C16)	2000

LEGEND

- BOREHOLE LOCATIONS & GRAB GROUNDWATER SAMPLE LOCATION
- BOREHOLE LOCATIONS
- FENCELINE
- APPROXIMATE LOCATION OF PUMP ISLAND
- APPROXIMATE LOCATION OF 2 (10,000 L) UNDERGROUND STORAGE TANK
- APPROXIMATE LOCATION OF 2 (2,200 L) ABOVEGROUND STORAGE TANKS
- EXTENT OF POTENTIAL SOIL CONTAMINATION

PARAMETER	STANDARD (µg/g)
Benzene	0.32
Ethylbenzene	1.1
Toluene	6.4
Total Xylenes	26
F1 (C6-C10) - BTEX	55
F2 (C10-C16)	230

Standard Table 2 Full Depth Generic Site Condition Standards in a Potable Groundwater Condition for Industrial / Commercial / Community Property use with coarse textured soils.

Data Source: Ministry of Natural Resources, Ontario Base Mapping, March 2014, Imagery, Essex County, 2015.



BOREHOLE LOCATIONS AND EXTENT OF SOIL IMPACTS

SCOPED SUBSURFACE ENVIRONMENTAL INVESTIGATION
512 Sandwich Street
Amherstburg, Ontario
For The Corporation of the Town of Amherstburg

DATE: NOVEMBER 2016

SCALE: 1:200

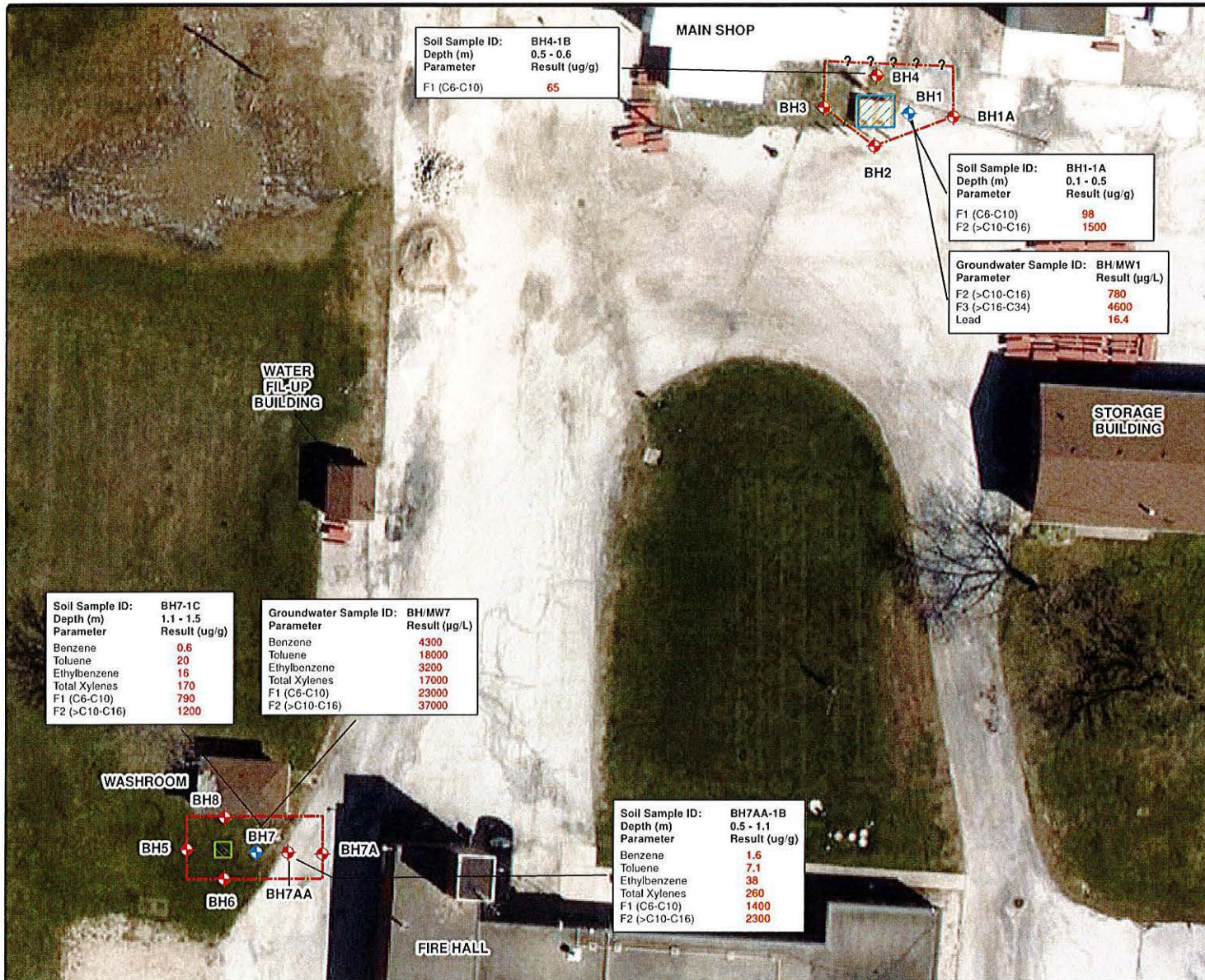
PROJECT: 161-12988-00 16

FILE. NO.: 161-12988-00 16 F2



FIGURE

2



Soil Sample ID:	BH4-1B
Depth (m)	0.5 - 0.6
Parameter	Result (ug/g)
F1 (C6-C10)	65

Soil Sample ID:	BH1-1A
Depth (m)	0.1 - 0.5
Parameter	Result (ug/g)
F1 (C6-C10)	98
F2 (>C10-C16)	1500

Groundwater Sample ID:	BH/MW1
Parameter	Result (µg/L)
F2 (>C10-C16)	780
F3 (>C16-C34)	4600
Lead	16.4

Soil Sample ID:	BH7-1C
Depth (m)	1.1 - 1.5
Parameter	Result (ug/g)
Benzene	0.6
Toluene	20
Ethylbenzene	16
Total Xylenes	170
F1 (C6-C10)	790
F2 (>C10-C16)	1200

Groundwater Sample ID:	BH/MW7
Parameter	Result (µg/L)
Benzene	4300
Toluene	18000
Ethylbenzene	3200
Total Xylenes	17000
F1 (C6-C10)	23000
F2 (>C10-C16)	37000

Soil Sample ID:	BH7AA-1B
Depth (m)	0.5 - 1.1
Parameter	Result (ug/g)
Benzene	1.6
Toluene	7.1
Ethylbenzene	38
Total Xylenes	260
F1 (C6-C10)	1400
F2 (>C10-C16)	2300

LEGEND

- BOREHOLE & GROUNDWATER GRAB SAMPLE LOCATION
- BOREHOLE LOCATIONS
- APPROXIMATE LOCATION OF 1 (2,200 L) UNDERGROUND STORAGE TANK
- APPROXIMATE LOCATION OF 2 (2,200 L) ABOVEGROUND STORAGE TANKS
- EXTENT OF POTENTIAL SOIL CONTAMINATION
- NOT DELINEATED TO THE NORTH

PARAMETER	SOIL STANDARD (µg/g)
Benzene	0.32
Ethylbenzene	1.1
Toluene	6.4
Total Xylenes	26
F1 (C6-C10) - BTEX	55
F2 (C10-C16)	230

Standard Table 2 Full Depth Generic Site Condition Standards in a Potable Groundwater Condition for Industrial / Commercial / Community Property use with coarse textured soils.

PARAMETER	GROUNDWATER STANDARD (µg/L)
Benzene	5
Ethylbenzene	24
Toluene	2.4
Total Xylenes	300
F1 (C6-C10)-BTEX	750
F2 (C10-C16)	150
F3 (>C16-C34)	500
Lead	10

Data Source: Ministry of Natural Resources, Ontario Base Mapping, March 2014, Knagay, Essex County, 2015.



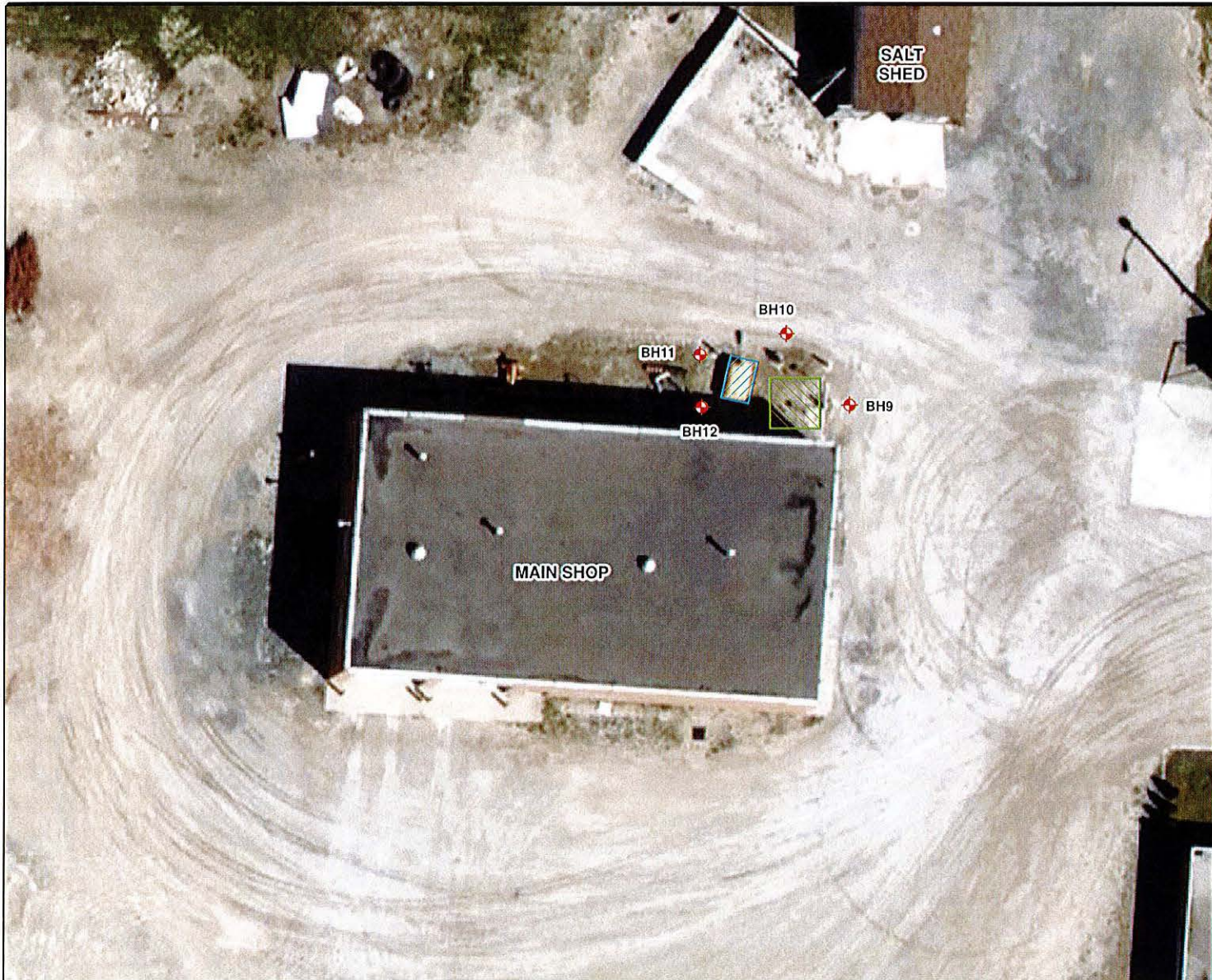
BOREHOLE LOCATION AND EXTENT OF SOIL IMPACTS

SCOPED SUBSURFACE ENVIRONMENTAL INVESTIGATION
 3400 Middle Sideroad
 Amherstburg, Ontario
 For The Corporation of the Town of Amherstburg




DATE: NOVEMBER 2016	SCALE: 1:300
PROJECT: 161-12988-00 16	FILE. NO.: 161-12988-00 16 F3



FIGURE
3



LEGEND

-  BOREHOLE LOCATIONS (WSP, 2016)
-  APPROXIMATE LOCATION OF 2 (2,200 L) UNDERGROUND STORAGE TANKS
-  APPROXIMATE LOCATION OF 1 (2,200 L) ABOVEGROUND STORAGE TANK

Data Source: Ministry of Natural Resources,
Ontario Base Mapping, March 2014,
Imagry, Essex County, 2015.



BOREHOLE LOCATION PLAN

SCOPED SUBSURFACE
ENVIRONMENTAL INVESTIGATION
6744 6th Concessions South
Amherstburg, Ontario
For The Corporation of the Town of Amherstburg

DATE: NOVEMBER 2016

SCALE: 1:200

PROJECT: 161-12988-00 16

FILE. NO.: 161-12988-00 16 F4



FIGURE

4