

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2016-110

**By-law to enter into a contract with Terratec Environmental Ltd. for the
McGregor Lagoon Cell No.2 Sediment Removal**

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 Terratec Environmental Ltd. for the McGregor Lagoon Cell No.2 Sediment Removal

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 12th day of December, 2016.



MAYOR – ALDO DICARLO



MUNICIPAL CLERK – PAULA PARKER

**CORPORATION OF THE TOWN OF AMHERSTBURG,
ONTARIO**

**MCCGREGOR LAGOON SYSTEM
SEDIMENT REMOVAL FROM
LAGOON CELL NO. 2
PWD-SW-12-05**

The Corporation of the
Town of Amherstburg, Ontario



TENDER

**MCGREGOR LAGOON SYSTEM
SEDIMENT REMOVAL FROM
LAGOON CELL NO. 2
PWD-SW-12-05**

**CORPORATION OF THE TOWN OF AMHERSTBURG
McGREGOR LAGOON SYSTEM
SEDIMENT REMOVAL FROM LAGOON CELL NO. 2
PROJECT NO. PWD-SW-12-05**

ADDENDUM NO. 1

This addendum forms part of the Contract Documents and amends these documents. The Tenderer shall insert the addendum behind the cover page of the Contract Documents

ITEM No. DESCRIPTION

INFORMATION TO TENDERERS

A1-1 Time/Date for Completion

Revise "Time/Date for Completion" from May 31st, 2017 to **September 30, 2017**.

A1-2 Item No. 9 Performance Bond and Labour and Material Payment Bond

Add the following to the end of Item No. 9 on page IT-6:

"The Contractor shall arrange that each of his Owner-approved sub-contractors whose sub-contracts have a value of \$200,000 or greater, together with surety companies approved by the Owner, shall furnish to the Contractor a Performance Bond and a separate Labour and Material Payment Bond each in the amount of fifty percent (50%) of the total value of the respective sub-contract. The Performance Bond is to be in the form of C.C.A. Document No. (S) 21 and the Labour and Material Payment Bond in the form of C.C.A. Document No. (S) 22, both as approved by the Insurance Bureau of Canada.

The Tenderer shall provide, in the total tender price, for the cost of the bonds required for the subcontractor's whose subcontracts have a value of \$200,000 or greater.

The Owner will not require completed Agreement to Bond forms, for the sub-contractors' bonds mentioned above, to be submitted by the Tenderer at the time of tendering. The Tenderer may, at his discretion, decide to obtain Agreements to Bond from his sub-contractors at time of tendering."

A1-3 Item No. 12 Insurance

Delete all references to "Builder's Risk".
Delete Item No. 12.4 in its entirety.

FORM OF TENDER

A1-4 Replace Schedule of Additional Unit Prices on Pages T-5 & T-6 with the attached Schedule of Additional Unit Prices (Revised October 14, 2016).

ITEM No. DESCRIPTION

TENDERER QUESTIONS AND ANSWERS

A1-5 Category: Water

Question: Please note that for land application the addition of water will necessary. There are numerous references in the document that states water cannot be added. Can the municipality please confirm that water from adjacent cells can be utilized by a contractor at no cost to provide this method of cleaning? This should not be an issue considering that a contractor will be paid in bone dry tonnes.

Answer: Since the quantity of removed sludge will be established based on bone dry tonnes, the addition of water is acceptable.

A1-6 Question: To complete this work most efficiently we propose to make improvements to the roadway inside lagoon site. Will the municipality permit this enhancement and will it allow the enhancement to remain in place after the contract is completed so that there are no restoration costs on the part of the contractor?

Answer: Improvements to the roadway inside lagoon site is allowed. However, the proposed improvement shall be submitted to the Town for review and approval. The enhancement may remain in place after the contract is completed provided that it will not interfere with lagoon operations.

A1-7 Question: Have there been any operational/mechanical issues that the municipality has encountered with operating the facility since 2007?

Answer: The Town is not aware of any operational/mechanical issues with operating the facility since 2007.

A1-8 Question: Are there any outstanding MOECC orders against the operation of the lagoon?

Answer: No

A1-9 Question: Is the lagoon currently in service?

Answer: Yes

A1-10 Question: Is the assumed volume based on the 2007, 2013 or current data?

Answer: The assumed volume was based on the 2007 and 2013 data.

A1-11 Question: Is there a current sludge sample available so that land application requirements can be determined using the OMAFRA's NMAN program?

Answer: The Town doesn't have any current sludge sample data available. it is the contractor's responsibility to collect all information required for the OMAFRA's NMAN program.

ITEM No. **DESCRIPTION**

- A1-12 Question: When the lagoon was last cleaned?
Answer: The lagoon hasn't been cleaned since operation.
- A1-13 Question: Item #3(a) found on T-5 references a unit quantity of 100m³, can the municipality review and confirm that this is correct or incorrect as the other related items have unit quantities based in tonnes.
Answer: The unit quantity of 100m³, which is stated in Item 3(a) of the Schedule of Additional Unit Prices, shall be revised to a unit quantity of 100 dry metric tonnes.
- A1-14 Question: What access routes to the facility must be maintained during the project?
Answer: At a minimum, access from the entrance at the southwest corner of the site to the building at the northeast corner shall be maintained. The successful contractor shall submit a site layout plan for review. The plan will need to be reviewed and approved by the Town/OCWA.
- A1-15 Question: IT-21 Item #47. Will the Town consider extending the completion date of May 31, 2017? Due to the surrounding area being made up of Brookston and other types of clay in the Amherstburg area the timeline proposed would be problematic in a normal weather spring with favourable conditions.
Answer: The completion date has been revised to September 30, 2017.
- A1-16 Question: IT-27 item #66. Excess Materials – It is expected that the Contractor will find earth and rock excavation, broken concrete, rubble and broken asphalt in the lagoon? Can you clarify who pays for the removal of material identified in #66 found on IT-27? If so, what are the expected quantities? In which item number is this work included? Can the Town include a separate item number and unit price line for this work? It would be difficult for a Contractor to estimate quantiles of excess material.
Answer: A separate item has been added in the revised Schedule of Additional Unit Prices. Refer to the revised Pages T-5 and T-6 appended in this addendum.
- A1-17 Question: Request the removal of item #27 on GC-18 and #32 on GC-22. Land Application at night is a strictly prohibited practice as per government regulations.
Answer: Item No.27 on GC-18 and Item No. 32 on GC-22 will not apply for land application operation. However, it is still applicable for other activities which are not prohibited practice as per government regulations.

ITEM No. DESCRIPTION

A1-18 Question: Request removal of the clause “The bidder agrees that he will furnish the Owner a copy of his latest financial statement within 4 days after being requested to do so by the Owner”. This is found in #7 General Contract Requirements IT-5 (last paragraph). Since we are supplying a bid bond and performance bond and insurance this request is unreasonable.

Answer: The requirement for the latest financial statement is not required. To be confirmed by the Town

A1-19 Question: Is a 24-hr security person, supplied by the contractor, required for the project while it is operation?

Answer: A 24-hr security person is not considered to be necessary. To be confirmed by the Town

A1-20 Question: What is the purpose of the large unit cost sheet?

Answer: The Schedule of Additional Unit Prices is included to cover any unforeseen costs that may arise as sludge removal progresses, and is included in the Contingency Allowance. The contractor is not entitled to payment for work covered by the Contingency Allowance except for the work carried out by him/her in accordance with the Contract as directed by the Engineer and only to the extent of such work.

A1-21 Question: Does the contractor only remove 960 DT or is the contract for a complete cleaning of the lagoon?

Answer: The quantity to be removed will be determined based on the available budget, the tender price and actual sludge quantity,

A1-22 Question: As per IT-5, please clarify what bonding would be required by Subcontractors?

Answer: See Item A1-2 in this addendum herein.

A1-23 Question: Per IT-6, what approvals is the Owner waiting upon from the Ministry of the Environment” as per the following “Owner receives approval for the project from the Ministry of the Environment”?

Answer: The Owner is not aware of any pending approvals from the Ministry of the Environment and Climate Change. It is the contractor’s responsibility to obtain all necessary approvals as per Item No. 2.1 in the Specifications (p. 21).

A1-24 Question: Under #8. Bid bond on page IT-6, the bid bond cannot be applied to liquidated damages. Please consider deletion of this clause.

Answer: This clause will stay. To be confirmed by the Town

ITEM No. DESCRIPTION

A1-25 Question: Is it a requirement to have a jobsite office for this project? (as noted in Item No. 1 in Schedule of Items and Prices and described in GC-11 19.)

Answer: A jobsite office is not required.

A1-26 Question: T-4 Please confirm that a positive dollar figure for Item No. 1 of Additional Pricing for Alternative Sediment Removal Strategies results in an additional cost to the Town for the alternative strategy and a negative dollar amount results in a reduction for the alternative strategy.

Answer: The bidder is to circle either "EXTRA" or "CREDIT" under the submitted price for Alternative Sediment Removal Strategies.

A1-27 Question: GC-4 Item #7. Does excavated material mean the Excess Material noted in IT-27 66. ? If so, can the wording in Item #7, third paragraph, "or as directed by the Engineer" be deleted? It would be difficult to cost the unknown.

Answer: Yes GC Item No. 7 and IT Item No. 66 are referring to the same material. The wording will not be deleted.

A1-28 Question: Can the references to night time work in GC 27. & 32. not be applicable if land application is the method chosen to complete the work?

Answer: The night time work in GC Item No. 27 & 32 is not be applicable for operation of land application

A1-29 Question: SP-5 Item #2.14. Estimated Quantity of Sediment With respect to point 7. Under the final volume to be removed procedures, it states the "Sediment total removed shall be converted into dry metric tons based on the finalized sediment volume and average solids concentrations measured during the periods between July 2013 and October 2013. 2.14 sections ends by saying the "the method of measurement of the pay quantity should be based upon dry metric tons of sediment removed". Please confirm that measurement for payment of Item no. 2 on the Schedule of Items and Prices shall be based on the calculation of dry metric tons by calculating the on average solids concentrations actually removed from the lagoon. And how is this to be calculated?

Answer: Sediment total removed shall be converted into dry metric tons based on the finalized sediment volume and solids concentrations measured during sludge removal. The Engineer will determine the frequency and method of sample analysis in coordination with the contractor based on sludge removal method used by the successful contractor.

ITEM No. DESCRIPTION

- A1-30 Question: Can the municipality clarify the below insurance questions:
- a. In 12.3 on IT-9 the Environmental Impairment Liability says it shall be covered by the CGI or provided separately, our coverage for Environmental Impairment Liability covers \$5,000,000.00, and will this be acceptable to the municipality?
 - b. Can you clarify the inclusion of Builder's Risk? What are you trying to cover and what exposure would the contractor be at since there is no installation of any sorts?
 - c. Can you clarify the necessity of the inclusion of 12.4 on page IT-9? As in a typical lagoon clean out none of these be required.
 - d. With regard to 12.7 on IT-9 can you clarify what Stantec's involvement with the contract is?
- Answer: a. To be answered by the Town
- b. Delete "Builder's Risk" from IT Item No. 12.
 - c. Delete IT Item No. 12.4.
 - d. Stantec's involvement is field engineering services and contract administration.
- A1-31 Question If removed sludge material cannot be spread for land application by May 31, 2017 due to weather or farmers planting, is it ok to leave the geotube bags on site until wheat is off summer of 2017.
- Answer The completion date has been revised to September 30, 2017.
- A1-32 Question Is it ok to prepare the staging area (150ftX200ft) for the geotube bags, then having the area restored back to its norm afterwards
- Answer Preparation of the staging area is allowed provided that the laydown area and proposed restoration for geotube bags is submitted for review and approval.

ALL TERMS AND CONDITIONS OF THE TENDER DOCUMENTS SHALL REMAIN IN FULL FORCE AND EFFECT EXCEPT AS TO THE EXTENT THAT THEY ARE AMENDED BY THE FOREGOING.

END OF ADDENDUM NO. 1

MUNICIPALITY

The Corporation of the Town of Amherstburg
512 Sandwich Street South
Amherstburg, Ontario, N9V 3R2

Attention: Mr. Lou Zarlenga, P. Eng.
Manager of Public Services
Phone: (519) 736-3664

CONSULTING ENGINEER

Stantec Consulting Ltd.
140 Ouellette Place, Suite 100
Windsor, Ontario, N8X 1L9

Attention: Mr. Jian Li, P.Eng. - Project Manager
Phone: (519) 966-2250 Fax: (519) 966-5523
Email: jian.li@stantec.com

14 October, 2016
Stantec Project No. 165601361

**CORPORATION OF THE TOWN OF AMHERSTBURG
McGREGOR LAGOON SYSTEM
SEDIMENT REMOVAL FROM LAGOON CELL NO. 2
PROJECT NO. PWD-SW-12-05**

ADDENDUM NO. 1

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 1
TO THE TENDER DOCUMENTS**

I hereby acknowledge receipt of Addendum No. 1 to the above project and the information contained therein is hereby noted and account of same will be taken in our Tender Price.

This Addendum No. 1 was received on the ____ day of November 2016 and this acknowledgement is forwarded to the Engineer on the ____ day of _____ 2016.

Tenderer's Name (Printed) _____

Tenderer's Signature _____

Company Name _____

PLEASE FAX BACK SIGNED ACKNOWLEDGEMENT SHEET
TO (519) 966-5523 ASAP
ATTENTION: STENO DEPARTMENT

FORM OF TENDER

CONTRACTOR IDENTIFICATION SHEET

BUSINESS NAME OF CONTRACTOR:	
MAILING ADDRESS OF CONTRACTOR (including postal code):	
NAME OF CONTACT PERSON REPRESENTING CONTRACTOR:	
TELEPHONE NUMBER & EXTENSION OF PERSON REPRESENTING CONTRACTOR:	
FAX NUMBER OF CONTRACTOR:	
EMAIL ADDRESS OF PERSON REPRESENTING CONTRACTOR:	
NAME OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	
TITLE OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	

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

CORPORATE SEAL:

(Please affix Corporate Seal)

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

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

_____ *Signatory Initials*

TENDER PRICE

_____ 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:

SCHEDULE OF ITEMS AND PRICES

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT (\$)
1.	Mobilization and demobilization at the jobsite of offices, stores, conveniences, other temporary facilities, construction plant and other items not required to form part of the permanent works and not covered by other items of the Schedule of Items and Prices. (Refer to Clause 55 of Information to Bidders)	-	l.s.	-	\$ _____
2. *	Removal, haulage and application of sediment from the McGregor Sewage Lagoon (Cell No. 2) to agricultural land including: all necessary approvals, all access and safety systems, all associated sediment removals, haulage and disposal on approved agricultural lands, traffic control, monitoring and testing, all associated site and berm restoration as a result of contractor's activities, etc. (Estimated quantity of sediment in Cell No.2: 12,000 m ³ at average solid concentration of 8% or 960 dry metric tonnes)	960	dry metric ton	\$ _____	\$ _____
3.	Cost of 100% Performance Bond as specified using forms bound herein. (Refer to Clause 9 of Information to Bidders)	-	l.s.	-	\$ _____
4.	Cost of 100% Labour and Material Payment Bond as specified using forms bound herein. (Refer to Clause 9 of Information to Bidders)	-	l.s.	-	\$ _____

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT (\$)
5.	Cost of Commercial General Liability Insurance as specified. (Refer to Clause 12 of Information to Bidders)	-	l.s.	-	\$ _____
6.	Lump sum to cover all other requirements of the contract not specifically covered by or related to the preceding items hereof. (Refer to Clause 56 of Information to Bidders).	-	l.s.	-	\$ _____
7.**	Contingency Allowance (Derived from the Schedule of Additional Unit Prices).		l.s.		\$ _____
SUBTOTAL					\$ _____
HST 13%					\$ _____
TOTAL TENDER PRICE					\$ _____

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

* Refer to "Additional Pricing for Alternative Sediment Removal Strategies" on page T-4 herein, which shall be completed and submitted by the Tenderer.

** The Bidder agrees that he/she is not entitled to payment for work covered by the Contingency Allowance except for the work carried out by him/her in accordance with the Contract as directed by the Engineer and only to the extent of such work. Refer to "Schedule of Additional Unit Prices" on page T-5 and T-6 herein, which shall be completed and submitted by the Tenderer.

All items must be priced and included in Total Tender Price. Failure to do so may invalidate the Tender. All items should be fully inclusive in carrying out the work described. The prices that are entered below shall be consistent with those unit prices that the Contractor has used in the Tender. The unit prices will be considered when evaluating and comparing Tenders, and the Bidder may be requested to give a breakdown of how he arrived at these prices.

ADDITIONAL PRICING FOR ALTERNATIVE SEDIMENT REMOVAL STRATEGIES

As an alternative to farmland application described in the tendering documents, "geo-textile tube dewatering and landfill" or "onsite mechanical dewatering and landfill" as well as other approved methods, may be considered. Each Tenderer may submit a credit based on in his alternative for executing the work as he chooses. The Tenderer is required to include a general description of the method to be employed for the alternative for which a credit is offered. The Owner reserves the right to request additional details from the Tenderer after the close of the Tender and the Tenderer shall furnish the additional details within 48 hours of the request or by such other time allowed by the Owner.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT (\$)
1.	The Contractor may use alternative strategies to remove the sediment from the lagoon cell provided such alternative strategy is well defined in the Tender submission and such strategy is approved by the Owner/the Engineer and regulatory agencies beforehand. The price contained in the Tender for removal and disposal of sediment shall include all cost associated with the removal and disposal of the sediment for the applicable strategy. The Contractor cannot claim extras for work that may arise that should have been reasonably foreseen by him in order to undertake the work in the manner he had proposed and upon which he based his Tender		l.s.		\$ _____ (EXTRA or CREDIT)

NOTE: The above extra or credit in the Additional Pricing section will not be used to establish the Total Tender Amount, however, it will be considered when evaluating and comparing Tenders.

SCHEDULE OF ADDITIONAL UNIT PRICES

All items must be priced. Failure to do so may invalidate the Tender. All items should be fully inclusive in carrying out the work described. The prices that are entered below shall be consistent with those unit prices that the Contractor has used in the Tender. The Tenderer may be requested to give a breakdown of how he arrived at these prices.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT (\$)
1.	Place and compact new clay over berm repair areas (clay is available from the Town's property located approximately 300 m from the site)	1500	m ³	\$ _____	\$ _____
2.	Additional labour ordered on a time and material basis including all costs for lodging, supervision, overhead and profit.				
(a)	Supervisor/Superintendent	50	hr.	\$ _____	\$ _____
(b)	Foreman	50	hr.	\$ _____	\$ _____
(c)	General Labour	50	hr.	\$ _____	\$ _____
(d)	Operator	50	hr.	\$ _____	\$ _____
3.	Additional material removed or provided				
(a)	Additional removal of any sediment material (minimum solid concentration of 8%) including hauling & offsite disposal of surplus material as specified and as directed by the Engineer. (This shall be for excess sediment material above and beyond that included in lump sum price bid in Item 2 of Schedule of Items & Prices	100	dry metric tonne	\$ _____	\$ _____
(b)	Supply, place and compact OPSS 1010 Granular 'A' material where directed by Engineer.	100	tonne	\$ _____	\$ _____
(c)	Supply, place and compact OPSS 1010 Granular 'B' Type 1 where directed by Engineer.	100	tonne	\$ _____	\$ _____
(d)	Supply, place and compact OPSS 1010 Granular 'B' Type 2 where directed by Engineer.	100	tonne	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT (\$)
(e)	Supply & install additional topsoil (min. 100 mm thick)	50	m ³	\$ _____	\$ _____
4.	Additional equipment ordered on a time and material basis including all costs for an operator, fuel, overhead, profit, depreciation, etc.				
(a)	OPS 127.02.07.03 – 44,000 kg Hydraulic Excavator, Crawler Mounted	50	hr.	\$ _____	\$ _____
(b)	OPS 127.02.07.03/127.02.03.03 - 32,000 kg Hydraulic Excavator, Crawler Mounted w/ 300 kg Hoe Pak	50	hr.	\$ _____	\$ _____
(c)	OPS 127.02.08.07– 24,000 kg GVW, Dump, Tandem Rear Axle, Diesel or Gas	50	hr.	\$ _____	\$ _____
5.	Additional Unit Prices				
(a)	Removal of submerged refuse (i.e. tires, bicycles, etc.) discovered upon dredging and separation from dredged sludge followed by disposal at an approved landfill	2	tonne	\$ _____	\$ _____
6.	Engineers allowance for any other items.		l.s.		\$ 25,000
	Total Contingency Allowance (Items 1 to 4 excluding HST)				\$ _____

The above amount is referred to in this Tender as the Contingency Allowance and shall be carried over to and constitute Item No. 7 of the Schedule of Items and Prices.

SCHEDULE OF ADDITIONAL UNIT PRICES

All items must be priced. Failure to do so may invalidate the Tender. All items should be fully inclusive in carrying out the work described. The prices that are entered below shall be consistent with those unit prices that the Contractor has used in the Tender. The Tenderer may be requested to give a breakdown of how he arrived at these prices.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT (\$)
1.	Place and compact new clay over berm repair areas (clay is available from the Town's property located approximately 300 m from the site)	1500	m ³	\$ _____	\$ _____
2.	Additional labour ordered on a time and material basis including all costs for lodging, supervision, overhead and profit.				
(a)	Supervisor/Superintendent	50	hr.	\$ _____	\$ _____
(b)	Foreman	50	hr.	\$ _____	\$ _____
(c)	General Labour	50	hr.	\$ _____	\$ _____
(d)	Operator	50	hr.	\$ _____	\$ _____
3.	Additional material removed or provided				
(a)	Additional removal of any sediment material (minimum solid concentration of 8%) including hauling & offsite disposal of surplus material as specified and as directed by the Engineer. (This shall be for excess sediment material above and beyond that included in lump sum price bid in Item 2 of Schedule of Items & Prices	100	dry metric tonne	\$ _____	\$ _____
(b)	Supply, place and compact OPSS 1010 Granular 'A' material where directed by Engineer.	100	tonne	\$ _____	\$ _____
(c)	Supply, place and compact OPSS 1010 Granular 'B' Type 1 where directed by Engineer.	100	tonne	\$ _____	\$ _____
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ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT (\$)
(e)	Supply & install additional topsoil (min. 100 mm thick)	50	m ³	\$	\$
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(a)	OPS 127.02.07.03 – 44,000 kg Hydraulic Excavator, Crawler Mounted	50	hr.	\$	\$
(b)	OPS 127.02.07.03/127.02.03.03 - 32,000 kg Hydraulic Excavator, Crawler Mounted w/ 300 kg Hoe Pak	50	hr.	\$	\$
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6.	Engineers allowance for any other items.		l.s.		\$ 25,000
	Total Contingency Allowance (Items 1 to 4 excluding HST)				\$

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Water

1. Please note that for land application the addition of water will necessary. There are numerous references in the document that states water cannot be added. Can the municipality please confirm that water from adjacent cells can be utilized by a contractor at no cost to provide this method of cleaning? This should not be an issue considering that a contractor will be paid in bone dry tonnes.

Material and Site Works

2. To complete this work most efficiently we propose to make improvements to the roadway inside lagoon site. Will the municipality permit this enhancement and will it allow the enhancement to remain in place after the contract is completed so that there are no restoration costs on the part of the contractor?
3. Have there been any operational/mechanical issues that the municipality has encountered with operating the facility since 2007?
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5. Is the lagoon currently in service?
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8. When the lagoon was last cleaned?
9. Item #3(a) found on T-5 references a unit quantity of 100m³, can the municipality review and confirm that this is correct or incorrect as the other related items have unit quantities based in tonnes.
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Contractual

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14. Request removal of the clause "The bidder agrees that he will furnish the Owner a copy of his latest financial statement within 4 days after being requested to do so by the Owner". This is found in #7 General Contract Requirements IT-5 (last paragraph). Since we are supplying a bid bond and performance bond and insurance this request is unreasonable.
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21. Is it a requirement to have a jobsite office for this project? (as noted in Item No. 1 in Schedule of Items and Prices and described in GC-11 19.)
22. T-4 Please confirm that a positive dollar figure for Item No. 1 of Additional Pricing for Alternative Sediment Removal Strategies results in an additional cost to the Town for the alternative strategy and a negative dollar amount results in a reduction for the alternative strategy.
23. GC-4 Item #7. Does excavated material mean the Excess Material noted in IT-27 66. ? If so, can the wording in Item #7, third paragraph, “or as directed by the Engineer” be deleted? It would be difficult to cost the unknown.
24. Can the references to night time work in GC 27. & 32. not be applicable if land application is the method chosen to complete the work?
25. SP-5 Item #2.14. Estimated Quantity of Sediment With respect to point 7. Under the final volume to be removed procedures, it states the “Sediment total removed shall be converted into dry metric tons based on the finalized sediment volume and average solids concentrations measured during the periods between July 2013 and October 2013. 2.14 sections ends by saying the “the method of measurement of the pay quantity should be based upon dry metric tons of sediment removed”. Please confirm that measurement for payment of Item no. 2 on the Schedule of Items and Prices shall be based on the calculation of dry metric tons by calculating the on average solids concentrations actually removed from the lagoon. And how is this to be calculated?

Insurance

26. Can the municipality clarify the below insurance questions:
 - a. In 12.3 on IT-9 the Environmental Impairment Liability says it shall be covered by the CGI or provided separately, our coverage for Environmental Impairment Liability covers \$5,000,000.00, and will this be acceptable to the municipality?
 - b. Can you clarify the inclusion of Builder’s Risk? What are you trying to cover and what exposure would Terratec be at since there is no installation of any sorts?
 - c. Can you clarify the necessity of the inclusion of 12.4 on page IT-9? As in a typical lagoon clean out none of these be required.
 - d. With regard to 12.7 on IT-9 can you clarify what Stantec’s involvement with the contract is?

INDEX TO DOCUMENTS

TITLE	PAGE NOS.
1. Index to Documents	1 Page
2. Information to Bidders	IT-1 to IT-24
3. Form of Tender	T-1 to T-15
4. Agreement	T-16 to T-18
5. General Conditions	GC-1 to GC-37
6. Specifications	SP-1 to SP-12
7. Appendices	
Appendix 'A' -Envelope 1 Cover	
Appendix 'B' -Envelope 2 Cover	
Appendix 'C' -Town of Amherstburg's Accessible Customer Service Standards Policy	
Appendix 'D' -Analytical Results (Laboratory Reports) -Sediment Thickness Mapping Results (May 2007) -List of farmland utilizing sediment removed from McGregor Lagoon Cell No. 1	
Appendix 'E' -As-Built Drawings of McGregor Sewage Lagoons (8 Sheets)	

INDEX TO INFORMATION TO BIDDERS

DESCRIPTION	PAGE NO.
1. BACKGROUND INFORMATION	1
2. DEFINITIONS	1
3. TENDER CLOSING DATE AND TIME	2
4. METHOD OF SUBMISSION	2
5. SUBMISSION ENVELOPE	3
6. TENDER SUBMISSION REQUIREMENTS	3
7. GENERAL CONTRACT REQUIREMENTS	4
8. BID BOND	5
9. PERFORMANCE BOND AND LABOUR AND MATERIAL PAYMENT BOND	5
10. EXAMINATION OF SITE, PLANS AND SPECIFICATIONS	6
11. AGREEMENT AND GENERAL CONDITIONS	7
12. INSURANCE	7
13. CORPORATE CONTACT AND COMMUNICATIONS	9
14. TENDER VALIDITY PERIOD	9
15. SUBMISSION CONFIDENTIALITY	9
16. CLARIFICATIONS	9
17. INFORMAL OR UNBALANCED TENDERS	10
18. INDEPENDENT CONTRACTOR	10
19. NON-RESIDENT CONTRACTOR	11
20. CORPORATE SEAL	11
21. WORKPLACE SAFETY AND INSURANCE BOARD PAYMENTS	11
22. RESERVATION OF RIGHT	11
23. ADDENDA	12
24. HARMONIZED SALES TAX (HST)	12
25. COSTS INCURRED BY BIDDERS	12
26. TENDER FEE	12
27. PAYMENT OF FEES	12
28. WITHDRAWAL OR QUALIFYING OF TENDERS	13
29. DISQUALIFIED TENDERS	13
30. ABILITY AND EXPERIENCE OF CONTRACTOR	13
31. PRIVILEGE CLAUSE	14
32. RECORD AND REPUTATION	14
33. TENDER ACCEPTANCE OR REJECTION	14
34. TENDER RESULTS	15
35. AGREEMENT	15
36. CONTRACT EXECUTION	15

DESCRIPTION	PAGE NO.
37. BIDDER DECLARATION	16
38. CONFLICT OF INTEREST	16
39. SAFETY	16
40. SUBCONTRACTORS OR SUPPLIERS	17
41. CONTRACTOR'S LIABILITY	17
42. INDEMNIFICATION	17
43. ERRORS AND OMISSIONS	17
44. CONTRACT DOCUMENTS	17
45. LIQUIDATED DAMAGES	18
46. HOLDBACK	18
47. COMPLETION DATE	18
48. OCCUPATIONAL HEALTH AND SAFETY ACT	18
49. PROCUREMENT POLICY BY-LAW / GOVERNING LAW	18
50. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)	19
51. COST OF POWER AND FACILITIES AT SITE	19
52. REVIEW OF SHOP DRAWINGS	19
53. IMPACTS TO INSTITUTIONAL/RESIDENTIAL PROPERTIES AND PEDESTRIANS	20
54. ACCESS TO EXISTING OPERATING FACILITIES DURING CONSTRUCTION	20
55. LUMP SUM FOR MOBILIZATION / DEMOBILIZATION	20
56. LUMP SUM FOR OTHER REQUIREMENTS	21
57. DEFECTIVE WORK	21
58. SEDIMENT INVESTIGATION	21
59. DESIGNATED SUBSTANCES LIST	22
60. CONTINGENCY ALLOWANCE - SCHEDULE OF ADDITIONAL UNIT PRICES	22
61. CERTIFICATE OF SUBSTANTIAL PERFORMANCE	22
62. CONSTRUCTION STAGING	22
63. CONTRACTOR'S RESPONSIBILITY	23
64. RESPONSIBILITY FOR DAMAGES TO UTILITIES	23
65. DAILY CLEANUP AND RESTORATION	23
66. EXCESS MATERIALS	24
67. PROPERTY BARS	24

INFORMATION TO BIDDERS

1. BACKGROUND INFORMATION

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

The Town is seeking Tenders from qualified contractors to perform the works as described herein.

The following is a general but not necessarily complete description of the works to be constructed under this Contract. The work generally consists of the supplying of all materials, labour and equipment for the removal and disposal of sediment from the McGregor Sewage Lagoon located at Lot 51, off Walker Road, in the Community of McGregor. The lagoon is owned by the Corporation of the Town of Amherstburg. The sediment shall either be removed, transported and disposed of by spreading on agricultural fields or it can be disposed of by an alternative approved method (i.e. by dewatering and landfill).

The lagoon cell which is to have the sediment removed is McGregor Sewage Lagoon Cell No. 2 (East Cell) of approximate water surface area of 3.6 ha and the volume of sediment to be removed is estimated to be approximately 12,000 m³ at an average solids concentration of 8%, which is equivalent to 960 dry metric tonnes of solids.

The thickness of the sediment layer in the cell is variable and is estimated to average between 0.11 to 1.2 m. The laboratory test and sediment thickness mapping results from Lagoon Cell No. 2 is presented in **Appendix A**.

The Bidder is required to obtain all necessary approvals from regulatory agencies including OMAFRA and MOE for the disposal of the sediment from the lagoon cell and including approval for the disposal site and the proposed method of disposal.

The Owner would consider any appropriate method of removal and disposal, subject to the approval by the regulatory agencies. As an alternative to spreading the sediment on agricultural lands, the disposal of the sediment in an approved landfill site as well as other approved methods of disposal, would be considered. Each Bidder is invited to submit in his Tender any alternative for executing the work as he chooses. In each and every case, the Bidder is required to include a general description of the method to be employed for the alternative for which a price is tendered. The Owner reserves the right to request additional details from the Bidder after the close of the Tender and the Bidder shall furnish the additional details within 48 hours of the request or by such other time allowed by the Owner.

2. DEFINITIONS

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

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

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

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

“**Town**” means the Corporation of the Town of Amherstburg

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

- Supply or provision of articles or materials;
- Supply of labour;
- Performance of functions and tasks;
- Provision of services;
- Equipment operated or not operated;
- Construction or repairs as specified;
- Security deposit

3. TENDER CLOSING DATE AND TIME

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

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

Up until:

11:00 am (local time), Date (typically Thursday closings)

Upon receipt, the Tender envelope will be marked by the Director of Engineering and Infrastructure or his/her authorized representative with the time and date that the envelope was received in his /her office and deposited unopened in a tender box.

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.

Delivery to any employee or department of the Corporation of the Town of Amherstburg, concerned with the reception or delivery of mail will not be considered as proper delivery unless the envelope is subsequently deposited in the tender box before the said closing time.

Tenders sent by email or facsimile will not be accepted.

5. SUBMISSION ENVELOPE

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

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

- Bid Bond, as specified in Clause 8 - Bid Bond

Envelope 2 shall bear the envelope cover supplied in Appendix B – ‘Envelope 2 Cover’ of this document, and must contain the following **mandatory** pages as found in the Form of Tender (T-# pages):

- T-1 - Contractor Identification Sheet
- T-2 to T-3 - Tender Price
- T-4 – Additional Pricing for Alternative Sediment Removal Strategies
- T-5 to T-6 – Schedule of Additional Unit Prices
- T-7 – Signature and Seal of Proponent
- T-8 - Bonding
- T-9 - Contractor Qualifications and Experience
- T-10 to T-11- References
- T-12 - Project Team & Subcontractors
- T-13 - Proposed Desludging Method to be Utilized on this Contract
- T-14 - Acknowledgement of Tender Documents Received by Bidder and Addenda
- T-15 - Acknowledgement if Only One Tender is Received

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

6. TENDER SUBMISSION REQUIREMENTS

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

The Tender shall be bound and contained in a sealed envelope bearing Appendix A – Envelope 2 Cover, and include the minimum requirements listed herein in Clause 5 – Submission Envelope.

7. GENERAL CONTRACT REQUIREMENTS

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

The Bidder agrees that, if this Tender is accepted by the Owner,

- 1) he will carry out any additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineer in accordance with the Contract;
- 2) the carrying out of any work referred to in paragraph 1) above or the issuance by the Engineer of a Contract Change Order relating to such work or the acceptance by the Bidder of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the Contract or of any Contract Change Order previously issued by the Engineer or any of the rights of the Owner or of the Engineer under the Contract;
- 3) he will pay to the Owner (in addition to amount payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as expressly modified by all Contract Change Orders issued by the Engineer remains uncompleted after the expiry of the Time/Date for Completion specified in the Contract or the extended time for completion allowed in writing by the Engineer.

The prices applicable to work referred to in paragraph 1) above shall be determined as follows:

- (a) The Schedule of Items and Prices shall apply where applicable;
- (b) The Schedule of Additional Unit Prices shall apply where applicable;
- (c) If the above Schedules are inapplicable the prices shall be determined in accordance with Clause 36 of the General Conditions.

The Bidder agrees that he will furnish to the Owner copies of all required Subcontractor Performance Bonds and Labour and Material Payments Bonds forthwith upon execution of subcontracts with his Owner-approved subcontractors and further agrees that no payment will be due and payable for work done by any subcontractor whose work is required to be bonded until such time as the required bonds have been filed with the Owner.

The Bidder agrees that, if so requested in writing by the Owner, he will enter into a contract with the Owner based upon his tender but jointly in the names of the Bidder and the Bidder's parent company, if any. The Bidder further agrees that any request by the Owner as indicated above is not and shall not be deemed to be a counteroffer by the Owner.

The Bidder agrees that this tender is subject to a formal contract being prepared and executed. The Contract Agreement will be executed as soon as all bonding and insurance requirements in accordance with the contract documents are received from the Bidder. The Bidder shall not commence construction until the Owner receives approval for the project from the Ministry of

the Environment and an Engineer's written order to commence work is issued to the Bidder.

The Bidder declares that no person, firm or corporation other than the Bidder has any interest in the proposed contract for which this tender is made. The Bidder further declares that his tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.

The Bidder further declares that no member of the Municipal Council and no officer or employee of the Consulting Engineer is or will become interested directly or indirectly as a contracting party, partner, surety or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived therefrom.

The Bidder agrees to have the works "Substantially Performed" prior to a Time/Date, to be known as the "Time/Date for Completion" of May 31st, 2017.

The Bidder agrees that he will furnish the Owner a copy of his latest financial statement within 4 days after being requested to do so by the Owner.

The Bidder agrees that if this Tender is accepted, to execute the Agreement, furnish a Performance Bond, Labour and Material Payment Bond, Commercial General Liability Insurance and accept payments and complete the works as specified in these Tender Documents. Failure to furnish the documents required herein will result in forfeiture of the Tender Deposit (refer to Information for Bidders).

Failure to fill in the mandatory pages listed herein in Clause 5 – Submission Envelope may result in invalidity of Tender.

8. 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.

9. PERFORMANCE BOND AND LABOUR AND MATERIAL PAYMENT BOND

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

The Owner will notify the successful bidder accordingly when the Tender has been awarded. The successful bidder will be required to execute and furnish to the Owner the Performance Bond and

the Labour and Material Payment Bond as required herein and after notification of the award of contract by the Owner. Contracts will not be executed without the provision of said bonds and no work shall commence until said bonds have been provided.

10. EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

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

A visit to the lagoon site shall be arranged by contacting:

Todd Hewitt, Manager of Engineering and Operations
Town of Amherstburg
Phone: 519-736-3664 extension 313
Email: thewitt@amherstburg.ca

Fact of tendering certifies that the Bidder has carefully examined all Contract Drawings and Specifications, familiarized himself with all work required, examined and satisfied himself as to the nature of:

- work space
- site conditions
- work, materials to be moved
- means of access
- transportation constraints
- obstructions
- all other conditions which may affect tendering or execution of work.

No claims will be entertained from the Bidder that he was uninformed as to any of the provisions or conditions intended to be covered by the Tender and/or arising from conditions which could have been determined had a proper examination been made.

The Owner has made no arrangements with private property owners for site investigations to be carried out by prospective Bidders. If any person proposes to carry out any investigation on any property relative to the proposed works, he shall, before entering the said property, and any other property for the purpose of obtaining access to the said property, and before commencing the said investigation, contact each owner and occupant of the said properties and advise them of the nature and extent of the proposed investigation and obtain an agreement in writing thereto of all such owners and occupants.

The person (or firm) who was responsible for carrying out such an investigation or for making use of any access as aforesaid shall reinstate promptly all property which has been disturbed by such investigation or by use of such access and shall be responsible for all damage and claims resulting therefrom in accordance with the said agreement of such owners and occupants. With respect to any matter referred to in the foregoing paragraph, no person referred to therein is authorized to act as agent of or to make any representation on behalf of the Owner and the

Owner shall not be responsible for any disturbance to or reinstatement of any property or for any damage or claims referred to therein.

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

The Engineer has the right to increase or to reduce the quantities required or to suspend or omit any item or portion of the work at any time, as he may deem advisable. The Contractor shall not be entitled to any compensation for loss of anticipated profit as a result of the deletion of any item or part of an item from the Form of Tender.

11. AGREEMENT AND GENERAL CONDITIONS

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

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

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

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

12. INSURANCE

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

Commercial General Liability

- .1 A Commercial General Liability (CGL) policy that shall be not less than 10 million dollars per occurrence.
- .2 The CGL policy shall include bodily injury including death, personal injury, property damage, tenants legal liability, non-owned automobile and contain a cross liability/severability of interest clause. The certificate must also include acknowledgement that coverage under the policy specifically extends to the works in question. The COI shall name the Town of Amherstburg as additional insured to the policy.

- .3 Vehicle Liability, Environmental Impairment Liability and Builder's Risk shall be either covered by the CGL or provided separately.
- .4 The CGL policy shall not contain any exclusion or limitation in respect to shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or subsidence of any property, structure or land from any cause. (if necessary)
- .5 The Contractor shall note that where construction works are performed within lands owned by the County of Essex the CGL policy shall also name the County of Essex as additional insured to the policy. (if necessary)
- .6 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.
- .7 Coverage shall be endorsed to include all of the following parties listed below as additional insured all of whom shall also be indemnified from and against all claims, demands, losses, costs or any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit arising out of or in any way related to the performance of the Contractor's obligations under the Contract.
 - The Corporation of the Town of Amherstburg
 - Ontario Clean Water Agency (OCWA)
 - Stantec Consulting Ltd.

The Bidder is required to procure and maintain the insurance coverage(s) noted above in effect throughout the term of the Contract including any maintenance period where applicable, all in accordance with Clauses 24, 25, and 26 of the General Conditions and the requirements set out below.

It is understood and agreed that all the insurance policies provided shall contain an endorsement to provide the Town with (30) days prior written notice of cancellation.

The Insured on the policy(s) must be the same name as the Bidder.

The insurance required shall be maintained in full force until the Engineer has issued a Certificate of Completion or until the Owner has otherwise approved in writing save that if the Contractor continues to work at the site after the date of completion as established by the Certificate of Completion or returns to the site of work after such date, he shall maintain or renew for the duration of such work the Insurance required by the Contract.

Failure to provide and maintain the aforementioned insurance will result in the withholding of payments or, at the sole option of the Town, the forfeiture of the Contract.

13. CORPORATE CONTACT AND COMMUNICATIONS

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

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

Purchasing Department

Town of Amherstburg

Phone: 519-736-0012

Email: purchasing@amherstburg.ca

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

Jian Li, P. Eng., Project Manager

Stantec Consulting

Phone: 519-966-2250

Email: jian.li@stantec.com

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

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

14. TENDER VALIDITY PERIOD

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

15. SUBMISSION CONFIDENTIALITY

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

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

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

16. CLARIFICATIONS

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

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

17. INFORMAL OR UNBALANCED TENDERS

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

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

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

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

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

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

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

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

18. INDEPENDENT CONTRACTOR

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

19. NON-RESIDENT CONTRACTOR

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

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

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

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

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

20. CORPORATE SEAL

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

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

21. WORKPLACE SAFETY AND INSURANCE BOARD PAYMENTS

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

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

22. RESERVATION OF RIGHT

Contractors will not have the right to change conditions, terms or prices of the Tender once the Tender has been submitted in writing to the Town. Bidders shall withdraw tender submissions in accordance with Clause 28 - Withdrawal or Qualifying of Tenders contained in this document.

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

23. ADDENDA

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

Any addenda issued after the posting of this Tender will be emailed 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-14 and provided with the Tender. Failure to acknowledge addendums may result in the rejection of the Tender.

24. HARMONIZED SALES TAX (HST)

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

- .1 Tender Price (not including HST)
- .2 Total Tender Price (including 13% HST)

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

25. COSTS INCURRED BY BIDDERS

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

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

26. TENDER FEE

The Tender 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.

27. PAYMENT OF FEES

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

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

28. WITHDRAWAL OR QUALIFYING OF TENDERS

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

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

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

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

29. DISQUALIFIED TENDERS

The Town will not accept Tenders that:

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

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

30. ABILITY AND EXPERIENCE OF CONTRACTOR

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

- .1 T-9 - Contractor Qualifications and Experience
- .2 T-10 to T-11 - References
- .3 T-12 - Project Team & Subcontractors
- .4 T-13 - Proposed Desludging Method to be Utilized on this Contract

The Town of Amherstburg may investigate as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the Town of Amherstburg all such information and data for this purpose as the Town of Amherstburg may request. The Town of Amherstburg reserves the right to reject any quotation if the evidence submitted by or

investigation of such bidder fails to satisfy the Town of Amherstburg that the bidder is qualified to carry out the obligations of the contract.

31. PRIVILEGE CLAUSE

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

32. RECORD AND REPUTATION

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

- .1 Litigation with the Town
- .2 Registration of Construction liens on past projects conducted by the bidder for, or on behalf of, the Town
- .3 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
- .4 The refusal of the bidder to enter into the contract with the Town after the bidder's Tender has been accepted by the Town
- .5 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
- .6 The refusal of the bidder to follow logical directions of the Town or its Engineer, or to alleviate a default under any contract with the Town when required by the Town or the Town's representative
- .7 Acts or omissions by the bidder resulting in a claim by the Town under a bid bond, performance bond or any other security required to be submitted by the bidder on a tender, RFP or RFQ within a five year period immediately preceding the date on which the tender, RFP or RFQ is awarded

33. TENDER ACCEPTANCE OR REJECTION

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

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

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

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

34. TENDER RESULTS

On the closing day, commencing shortly after 11:00 a.m. local time, the envelopes will be opened and the Tenders will be read and recorded publicly by the Director of Engineering and Infrastructure (or authorized representative) at the Amherstburg Public Works Building. All persons interested in this Tender are permitted to be present at the opening. Tenders will then be passed on to the Corporation's Consulting Engineer who will check and analyse the Tenders and submit a report and recommendation to the Corporation.

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

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

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

35. AGREEMENT

The successful bidder will be required to enter into an agreement with the Town upon acceptance of their Tender. The agreement found in the form bound herein will be executed in quadruplicate by the Town and will be provided to the Contractor in the executed contract.

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

36. CONTRACT EXECUTION

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

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

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

Town.

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

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

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

37. BIDDER DECLARATION

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

- .1 The bidder has carefully reviewed the required deliverables and specifications in accordance to this Tender
- .2 No one other than the bidder has any interest in this Tender or in the assignment of the pending contract from this Tender
- .3 That all representation in the Tender submission are true and factual
- .4 No member of Council or employee of the Town has any direct or indirect pecuniary interest in this Tender
- .5 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
- .6 The bidder does not have any Construction Liens currently registered against them in relation to any projects completed for or on behalf of the Town.

38. CONFLICT OF INTEREST

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

39. SAFETY

The Contractor must comply with ALL safety standards established by law in the Province of Ontario and with safety standards established by industry associations applicable to the specific work required in the Province of Ontario. The Contractor, prior to commencing any work, shall

provide the Town with a Health and Safety Acknowledgement that provides all applicable safety standards related to the scope of work.

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

40. SUBCONTRACTORS OR SUPPLIERS

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

No substitute for any firm, subcontractor or supplier shall be allowed without written consent from the Engineer. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor, firm or supplier and the Owner. Should the contractor request to change any subcontractor, firm or supplier, the Owner will not be responsible for any additional costs incurred by the contractor as a result of this request.

41. CONTRACTOR'S LIABILITY

The successful bidder, his agents, employees, or persons under his control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carryon of the work, or by any neglect on the contractor's part.

42. INDEMNIFICATION

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

43. ERRORS AND OMISSIONS

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

44. CONTRACT DOCUMENTS

The Proponent shall take note that the Contract Documents shall include a Contract Agreement, a Certificate from the Workplace Safety & Insurance Board, a Certificate of Insurance, Labour and Materials Payment Bond and a Performance Bond, all to be furnished by the Contractor on a

form satisfactory to the Owner's solicitor. The Proponent shall consult with the Owner's solicitor as to the forms required for the Contract and the Proponent shall not qualify his Quotation in respect to these matters.

45. LIQUIDATED DAMAGES

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

The Owner may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

The Contractor shall not be assessed with Liquidated Damages for any delay caused by Acts of God, or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or delays of subcontractors due to such causes for each calendar day that has been assessed liquidated damages.

46. HOLDBACK

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

47. COMPLETION DATE

The Time/Date for Completion shall be May 31st, 2017.

48. OCCUPATIONAL HEALTH AND SAFETY ACT

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

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

49. PROCUREMENT POLICY BY-LAW / GOVERNING LAW

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

amendments thereto, as fully as if it were incorporated herein.

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

50. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

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

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

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

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

51. COST OF POWER AND FACILITIES AT SITE

The Contractor shall provide and shall bear the costs of all electricity, fuel, water and sanitary facilities required for, or at the site of, the works up to the date of substantial performance as established by the Certificate of Substantial Performance.

Such costs incurred after the said date shall be borne by the Owner save that any such costs incurred in completing unfinished work or rectifying deficiencies may, at the discretion of the Engineer, be charged against the Contractor.

52. REVIEW OF SHOP DRAWINGS

The Contractor (or subcontractor or equipment supplier acting on behalf of the Contractor) shall submit to the Engineer in accordance with a procedure to be stipulated by the Engineer all shop, working or setting drawings required in order to make clear the work proposed. The Contractor shall make any changes in such drawings that the Engineer may require.

When submitting such drawings, the Contractor shall notify the Engineer in writing of all respects in which such drawings differ from the requirements of the Contract or from previously notified requirements of the Engineer. The Engineer's review of such drawings shall not be construed as approval of such differences unless the Contractor has complied with the preceding sentence hereof and unless the Engineer has specifically approved such difference in writing.

The Engineer will only review submitted drawings for compliance with the Contract Documents and will return them stamped "Reviewed", "Reviewed as Modified", "Revise and Resubmit" or "Not Reviewed".

The Engineer may, at his discretion require resubmission of Drawings noted "Reviewed as Modified" to ensure that corrections have been made. Drawings resubmitted for further review will be checked for corrections of previous notations only and the Contractor, by such resubmission certifies that the Drawings contain no other alterations, additions or deletions unless the Contractor, in writing, directs the Engineer's specific attention to same. Review of any Shop Drawings submitted by the Contractor shall not relieve the Contractor from any responsibility for the correctness of the drawings or the adequacy or soundness of such Shop Drawings. The Contractor shall not carry out any work until the Engineer's review of the shop drawings, working or setting drawings relating to such work has been carried out.

Shop drawings for any cofferdams, false work, forms or other incidental details of construction, shall be prepared and stamped by a Professional Engineer registered in the Province of Ontario. The Engineer whose stamp appears on the shop drawings shall inspect and approve in writing that all work has been carried out in accordance with the drawings and to his own satisfaction. The design, construction and removal of cofferdams, false work and form work shall be in accordance with CSA Specifications A23.1-1973 and S269.1-1975 and the current Occupational Health and Safety Act as amended to date or any other applicable acts that may be in effect.

53. IMPACTS TO INSTITUTIONAL/RESIDENTIAL PROPERTIES AND PEDESTRIANS

The successful Bidder will be required to maintain continuous access and minimize impacts to school/church/residential/commercial properties and sidewalks during the progress of the work. This is of the utmost importance.

Submission of details of the successful Bidders' proposed methods of maintaining continuous access and minimizing impacts to residential/commercial properties, pedestrians, local and emergency vehicles will be required prior to the start of construction.

54. ACCESS TO EXISTING OPERATING FACILITIES DURING CONSTRUCTION

The Contractor is reminded that it is essential that continuous access be provided to existing operating facilities within the vicinity of the working area during the entire construction period. Therefore, the Contractor will be required to schedule work and construct temporary works as necessary to ensure this requirement is met. All costs anticipated for compliance with this clause shall be included in the total tender price.

55. LUMP SUM FOR MOBILIZATION / DEMOBILIZATION

The first item in the Schedule of Items and Prices or, in the case of a lump sum type contract, in the Breakdown Schedule, is to cover the Contractor's cost of mobilization at the beginning of the construction period and demobilization at the close of the construction period. The price entered for this item shall be consistent with the costs involved but shall not, in any event, exceed ten percent (10%) of the total tender price.

If the Bidder has entered against this item in his Tender a price in excess of ten percent (10%) of the total tender price, the Owner shall, in preparing contract documents based upon the Tender, reduce the price for the said item to an amount not exceeding ten percent (10%) of the total

tender price and shall add the amount of the reduction to the price for the "Lump Sum for Other Requirements" item so that the total tender price shall not be affected.

Sixty percent (60%) of the price for the Mobilization and Demobilization item shall be considered as relating to mobilization and the balance to demobilization.

The payment for mobilization shall be included in the first payment certificate issued for the Contract subject to the Engineer being satisfied that full mobilization has been carried out. If the Engineer is not so satisfied, he shall allow payment which, in his opinion, reflects the degree of mobilization effected to date.

The payment for demobilization shall become due following Substantial Performance of the works and subject to the Engineer being satisfied that full demobilization has been carried out. The Engineer may, in his discretion, allow partial payment for demobilization before full demobilization has been effected.

56. LUMP SUM FOR OTHER REQUIREMENTS

In this item of the Schedule of Items and Prices, or in the case of a lump sum type contract, in the Breakdown Schedule, the Bidder shall enter his tender price for providing items such as watchmen, permits and approvals (other than those to be paid by the Owner), items required by the Drawings or Specifications but which have been omitted from the Schedule and other items required by the Contract but not specifically covered by or related to the other items in the Schedule.

Each Progress Payment Certificate will include a percentage of the tender price for this item in proportion to the percentage of the permanent works completed. The submission by a Bidder of an unbalanced price for this item renders the Tender liable to disqualification.

57. DEFECTIVE WORK

Subject to the provisions of Clauses 28 and 29 of the General Conditions, the Contractor shall forthwith take the necessary action to rectify to the satisfaction of the Engineer, all defects of which the Engineer may notify him as a result of such inspections.

58. SEDIMENT INVESTIGATION

A sediment investigation program has been carried out in the area and has produced the following documents;

- .1 Laboratory Test Results – dated May 2007.
- .2 Sediment Thickness Mapping – dated May 2007.

Copies of the results of the sediment investigation done in May 2007 are presented in **Appendix D**. The Contractor should be aware that although the information contained in this document is believed to be correct, the information is not warranted as to completeness, accuracy or use. It is to be clearly understood that the information was accumulated for design purposes only and any interpretation placed on it by the Bidder is solely the responsibility of the Bidder.

The Owner has begun sampling the sediment starting July, 2013. The sediment in Cell No.2 is being sampled by OCWA once a month during the four-month period before the sediment

removal. The following parameters are being analyzed for the sediment samples:

- .1 Pathogens - E. Coli, Salmonella, Viable Helminth Ova, Total Culturable Centric Virus
- .2 Heavy metals - Arsenic, Cadmium, Cobalt, Chromium, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Zinc
- .3 Other Analysis parameters - total solids, pH, T-P, TKN and ammonia nitrogen

59. DESIGNATED SUBSTANCES LIST

In accordance with the requirements of Bill 208 amending the Occupational Health and Safety Act, the owner is not aware of any designated substances on the project site.

60. CONTINGENCY ALLOWANCE - SCHEDULE OF ADDITIONAL UNIT PRICES

The Contingency Allowance in the Form of Tender includes a Schedule of Additional Unit Prices for various materials, labour and equipment that may be utilized during the construction of the works. The Schedule of Additional Unit Prices may also contain sub-items for pieces of equipment that may be ordered on a time and material basis. Each sub-item corresponds to a specific type and category of equipment reference to a specific clause in the Ontario Provincial Standards (OPS).

All Bidders shall enter a unit price on an hourly basis for each piece of equipment listed in the respective sub-item and extend the unit price to provide a total amount. The tendered unit prices entered in the Form of Tender shall include all costs associated with providing the specified equipment including but not necessarily limited to mobilization and demobilization of the equipment as well as travel, accommodation, wages, meals, etc. for the operator and all other associated personnel, fuel, overhead, profit, depreciation, etc.

The hourly cost for sizes of equipment other than those listed in the referenced OPS clause numbers for each sub-item shall be determined by pro-rating the unit price entered in the Form of Tender by the corresponding hourly rates list in the OPS Rate Schedule for the specific size of equipment.

61. CERTIFICATE OF SUBSTANTIAL PERFORMANCE

Publication of the Certificate of Substantial Performance must be in a construction trade paper having circulation throughout Ontario for the publication to be in compliance with the Construction Lien Act.

Since the only newspaper that currently meets the criteria is the "Daily Commercial News", the Town will henceforth only accept publication of the Certificate of Substantial Performance in the Daily Commercial News.

62. CONSTRUCTION STAGING

The Bidder shall be aware that the intent of this Contract is to complete all work, up to and including restoration, within the stipulated completion date.

This Contract requirement shall be carefully considered by Bidders in establishing the unit prices and associated Total Tender Price for this work as it relates to the number of crews, equipment

and trucks required.

63. CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for and shall give adequate attention to the execution and completion of the work in accordance with the terms of the Contract and shall be represented on the site thereof continually during its progress by a person authorized to act on behalf of the Contractor. The Contractor shall notify the Owner in writing, of the names and positions of the person or persons so representing the Contractor.

The Contractor shall provide adequate supervision to ensure a workmanlike job. He shall provide a qualified superintendent to ensure that the job proceeds in a proper and efficient manner. This superintendent shall be on the site at all times including during restoration and clean-up.

Any notice in writing to be given to the Contractor in relation to any matter arising under the Contract or in respect of the work to be done under the Contract may be given by delivery to the Contractor, or the Contractor's representative.

If, in the opinion of the Engineer, such superintendent is not competent to carry out the work, the Contractor shall replace the superintendent immediately upon written request of the Engineer.

All supervisory personnel who will be assigned to this project shall be entirely familiar with the terms, conditions and details of the Contract Documents.

64. RESPONSIBILITY FOR DAMAGES TO UTILITIES

The Contractor's attention is drawn to the presence of utilities on this project. The locations of underground and overhead utilities shown on the Contract Drawings are for the Owner's use only and are not guaranteed by the Owner. It is the Contractor's responsibility to contact the Utility Companies for further information with regard to these utilities, and to exercise the necessary care in construction operations or take other precautions to safeguard the utilities from damage.

The cost to rectify all damages to utilities both overhead and underground caused by the Contractor's operations shall be borne by the Contractor to the satisfaction of the Utility Company.

65. DAILY CLEANUP AND RESTORATION

The Contractor shall be required to clean the site daily and remove excess materials as required. Mud tracked into the travelled roadway shall be removed immediately.

The Contractor shall include in his total tender price, the cost of removing all materials, earth or debris which falls out of trucks or from his own vehicles, his subcontractors vehicles, and supplier's vehicles on roadways, sidewalks and bridges used as a route between sources of material and the site as well as between disposal areas and the site.

The Contractor shall employ workmen sufficient in number or shall use some other means necessary to keep such streets, sidewalks and bridges in a clean condition, free from materials, earth, debris and damage.

66. EXCESS MATERIALS

All materials determined to be excess by the Engineer, including earth and rock excavation, broken concrete, rubble and broken asphalt, shall be removed from the work by the Contractor. He shall make his own arrangement as to disposal, but must comply with Federal, Provincial and Municipal Regulations attaching thereto.

67. PROPERTY BARS

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

The Owner will require that the Contractor provide a letter, at his expense, from an Ontario Land Surveyor, at the completion of this project, stating that all iron bars remain in place.

In addition, "key" bars for layout will be marked by the Contractor with a 50mm x 100mm x 1200mm wood stake. If these "key" bars are damaged or buried, the Engineer will not check layout work until the "key" bars have been replaced.

The Contractor will have no claim against the Engineer or the Owner for hardships he may endure caused by delays in the replacement of these "key" bars.

Response to:

The Town of Amherstburg

for

McGregor Lagoon System Sediment Removal from

Lagoon Cell No. 2

PWD-SE-16-008

Original

Submission Deadline:

Thursday, October 27, 2016 - 11am.



FORM OF TENDER

CONTRACTOR IDENTIFICATION SHEET

BUSINESS NAME OF CONTRACTOR:	Terratec Environmental Ltd.
MAILING ADDRESS OF CONTRACTOR (including postal code):	200 Eastport Blvd. Hamilton, ON L8H 7S4
NAME OF CONTACT PERSON REPRESENTING CONTRACTOR:	Doug Legge
TELEPHONE NUMBER & EXTENSION OF PERSON REPRESENTING CONTRACTOR:	905-312-4082
FAX NUMBER OF CONTRACTOR:	905-544-0266
EMAIL ADDRESS OF PERSON REPRESENTING CONTRACTOR:	dlegge@terratecenvironmental.com
NAME OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	Doug Legge
TITLE OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	President

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

CORPORATE SEAL:



(Please affix Corporate Seal)

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

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

_____ *Signatory Initials*

TENDER PRICE

Terratec 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:

SCHEDULE OF ITEMS AND PRICES

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT (\$)
1.	Mobilization and demobilization at the jobsite of offices, stores, conveniences, other temporary facilities, construction plant and other items not required to form part of the permanent works and not covered by other items of the Schedule of Items and Prices. (Refer to Clause 55 of Information to Bidders)	-	l.s.	-	\$ 5,000
2. *	Removal, haulage and application of sediment from the McGregor Sewage Lagoon (Cell No. 2) to agricultural land including: all necessary approvals, all access and safety systems, all associated sediment removals, haulage and disposal on approved agricultural lands, traffic control, monitoring and testing, all associated site and berm restoration as a result of contractor's activities, etc. (Estimated quantity of sediment in Cell No.2: 12,000 m ³ at average solid concentration of 8% or 960 dry metric tonnes)	960	dry metric ton	\$ 208.00	\$ 199,680.00
3.	Cost of 100% Performance Bond as specified using forms bound herein. (Refer to Clause 9 of Information to Bidders)	-	l.s.	-	\$ 2,250
4.	Cost of 100% Labour and Material Payment Bond as specified using forms bound herein. (Refer to Clause 9 of Information to Bidders)	-	l.s.	-	\$ 1,000

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT (\$)
5.	Cost of Commercial General Liability Insurance as specified. (Refer to Clause 12 of Information to Bidders)	-	l.s.	-	\$ <u>10,000</u>
6.	Lump sum to cover all other requirements of the contract not specifically covered by or related to the preceding items hereof. (Refer to Clause 56 of Information to Bidders).	-	l.s.	-	\$ <u>NIL</u>
7.**	Contingency Allowance (Derived from the Schedule of Additional Unit Prices).		l.s.		\$ <u>138,285.00</u>
SUBTOTAL					\$ <u>356,215.00</u>
HST 13%					\$ <u>46,307.95</u>
TOTAL TENDER PRICE					\$ <u>402,522.95</u>

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

* Refer to "Additional Pricing for Alternative Sediment Removal Strategies" on page T-4 herein, which shall be completed and submitted by the Tenderer.

** The Bidder agrees that he/she is not entitled to payment for work covered by the Contingency Allowance except for the work carried out by him/her in accordance with the Contract as directed by the Engineer and only to the extent of such work. Refer to "Schedule of Additional Unit Prices" on page T-5 and T-6 herein, which shall be completed and submitted by the Tenderer.

All items must be priced and included in Total Tender Price. Failure to do so may invalidate the Tender. All items should be fully inclusive in carrying out the work described. The prices that are entered below shall be consistent with those unit prices that the Contractor has used in the Tender. The unit prices will be considered when evaluating and comparing Tenders, and the Bidder may be requested to give a breakdown of how he arrived at these prices.

ADDITIONAL PRICING FOR ALTERNATIVE SEDIMENT REMOVAL STRATEGIES

As an alternative to farmland application described in the tendering documents, "geo-textile tube dewatering and landfill" or "onsite mechanical dewatering and landfill" as well as other approved methods, may be considered. Each Tenderer may submit a credit based on in his alternative for executing the work as he chooses. The Tenderer is required to include a general description of the method to be employed for the alternative for which a credit is offered. The Owner reserves the right to request additional details from the Tenderer after the close of the Tender and the Tenderer shall furnish the additional details within 48 hours of the request or by such other time allowed by the Owner.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT (\$)
1.	The Contractor may use alternative strategies to remove the sediment from the lagoon cell provided such alternative strategy is well defined in the Tender submission and such strategy is approved by the Owner/the Engineer and regulatory agencies beforehand. The price contained in the Tender for removal and disposal of sediment shall include all cost associated with the removal and disposal of the sediment for the applicable strategy. The Contractor cannot claim extras for work that may arise that should have been reasonably foreseen by him in order to undertake the work in the manner he had proposed and upon which he based his Tender				
			i.s.		\$ 677,045.00
					(EXTRA) or CREDIT

NOTE: The above extra or credit in the Additional Pricing section will not be used to establish the Total Tender Amount, however, it will be considered when evaluating and comparing Tenders.

SCHEDULE OF ADDITIONAL UNIT PRICES

All items must be priced. Failure to do so may invalidate the Tender. All items should be fully inclusive in carrying out the work described. The prices that are entered below shall be consistent with those unit prices that the Contractor has used in the Tender. The Tenderer may be requested to give a breakdown of how he arrived at these prices.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT (\$)
1.	Place and compact new clay over berm repair areas (clay is available from the Town's property located approximately 300 m from the site)	1500	m ³	\$ 14.40	\$ 21,600.00
2.	Additional labour ordered on a time and material basis including all costs for lodging, supervision, overhead and profit.				
(a)	Supervisor/Superintendent	50	hr.	\$ 80.75	\$ 4,037.50
(b)	Foreman	50	hr.	\$ 70.75	\$ 3,537.50
(c)	General Labour	50	hr.	\$ 60.75	\$ 3,037.50
(d)	Operator	50	hr.	\$ 70.75	\$ 3,537.50 <i>3537.50</i>
3.	Additional material removed or provided				
(a)	Additional removal of any sediment material (minimum solid concentration of 8%) including hauling & offsite disposal of surplus material as specified and as directed by the Engineer. (This shall be for excess sediment material above and beyond that included in lump sum price bid in Item 2 of Schedule of Items & Prices	100	dry metric tonne	\$ 208.00	\$ 20,800.00
(b)	Supply, place and compact OPSS 1010 Granular 'A' material where directed by Engineer.	100	tonne	\$ 88.70	\$ 8,870
(c)	Supply, place and compact OPSS 1010 Granular 'B' Type 1 where directed by Engineer.	100	tonne	\$ 88.70	\$ 8,870
(d)	Supply, place and compact OPSS 1010 Granular 'B' Type 2 where directed by Engineer.	100	tonne	\$ 88.70	\$ 8,870

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT (\$)
(e)	Supply & install additional topsoil (min. 100 mm thick)	50	m ³	\$ 17.50	\$ 875.00
4.	Additional equipment ordered on a time and material basis including all costs for an operator, fuel, overhead, profit, depreciation, etc.				
(a)	OPS 127.02.07.03 – 44,000 kg Hydraulic Excavator, Crawler Mounted	50	hr.	\$ 201.25	\$ 10,062.50
(b)	OPS 127.02.07.03/127.02.03.03 - 32,000 kg Hydraulic Excavator, Crawler Mounted w/ 300 kg Hoe Pak	50	hr.	\$ 263.75	\$ 13,187.50
(c)	OPS 127.02.08.07– 24,000 kg GVW, Dump, Tandem Rear Axle, Diesel or Gas	50	hr.	\$ 100.00	\$ 5,000.00
5.	Additional Unit Prices				
(a)	Removal of submerged refuse (i.e. tires, bicycles, etc.) discovered upon dredging and separation from dredged sludge followed by disposal at an approved landfill	2	tonne	\$ 500.00	\$ 1000.00
6.	Engineers allowance for any other items.		l.s.		\$ 25,000
	Total Contingency Allowance (Items 1 to 4 excluding HST)				\$ 138,285.00

The above amount is referred to in this Tender as the Contingency Allowance and shall be carried over to and constitute Item No. 7 of the Schedule of Items and Prices.

SIGNATURE OF PERSON AUTHORIZED TO ACT ON
BEHALF OF PROPONENT:

CORPORATE SEAL:



(Please affix Corporate Seal)

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

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

_____ Signatory Initials

The Bidder hereby proposes _____
(Name of Bonding Company)

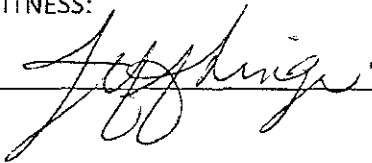
a company lawfully doing business in the Province of Ontario, which is willing to become bound with the Bidder in the required amount and furnish a Performance Bond and Labour and Material Payment Bond each in the amount equal to 100 % of the Contract price for the due performance and fulfilment of the requirements contained in these Tender Documents and furnish a completed Agreement to Bond executed under corporate seal of the above Surety Company is attached hereto.

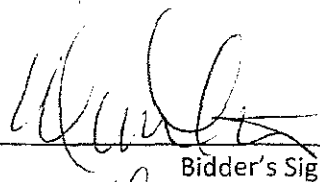
The Bidder agrees that the Owner has the right, at its own discretion, to reject any non-compliant tenders and that the lowest or any tender will not necessarily be accepted. The Bidder understands that fundamental to this competition is the selection of tender that, in the Owner's opinion, is in the best interest of the Owner. To this end, the Bidder agrees that the Owner reserves the right to select a winning tender that may be non-compliant.

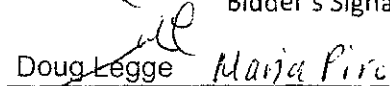
A certified cheque, bank draft or Bid Bond in the amount of **10% of Total Tender Price** payable to the Corporation of the Town of Amherstburg is attached hereto as the required tender deposit.

The Bidder solemnly declares that the several matters stated on the foregoing tender are in all respects true.

WITNESS:




_____ Bidder's Signature


Doug Legge Manja Piro
_____ Bidder's Name

200 Eastport Blvd, Hamilton, ON L8H 7S4
_____ Bidder's Address

10050 2715 RT0001
_____ HST Registration No.

DATED AT Hamilton, ON THIS 25th DAY OF October, 2016.

NOTE:

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

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.

Hensall Lagoon Cleanout, Municipality of Bluewater, 2015 - \$477,280.00

Perth Lagoon Cleanout, Township of Perth, 2015 - \$95,500.00

Kawartha Lakes Lagoon Cleanout, City of Kawartha Lakes, 2013 - \$953,000.00

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

REFERENCES

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

Reference No.1

Company Name: Municipality of Bluewater

Address: Box 250, 14 Mill Ave. Zurich, ON N0M 2T0, Canada

Contact Name & Title: Jennette Walker, Manager of Public Works

Telephone Number: 519-236-4351 ext. 221 E-Mail: jwalker@municipalityofbluewater.ca

Description of Project: _____

Cleanout of biosolids from wastewater treatment lagoon

Date of Project: Summer of 2015

Reference No.2

Company Name: Town of Perth

Address: 80 Gore Street East, Perth, ON K7H 1H9, Canada

Contact Name & Title: Graham Patterson, Senior Operator

Telephone Number: 613-267-3311 ext. 2264 E-Mail: gpatterson@perth.ca

Description of Project: _____

Cleanout of biosolids from wastewater treatment lagoon

Date of Project: Summer of 2015

REFERENCES- (cont'd)

Reference No.3

Company Name: City of Kawartha Lakes

Address: 26 Francis Street, Lindsay, ON K9V 5R8, Canada

Contact Name & Title: Jeff Janiszewski, Plant Operator

Telephone Number: 705-324-9411 ext. 1173 E-Mail: jjaniszewski@city.kawarthalakes.on.ca

Description of Project: _____

Cleanout of biosolids from wastewater treatment lagoon

Date of Project: 2012 & 2013

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

PROJECT TEAM

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE
Case de Jonge	Project Manager	PMAB Licence, Broker certificate 18+ years managing biosolids
Mark Janiec	Agronomist & Land Application Manager	Professional Agronomist, Certified Crop Advisor, NASM Developer, PMAB Licence, 25+ years in biosolids industry
Application Technicians	Application Technicians, tractor operators	OMAFRA Technician licence

SUBCONTRACTORS

Bidders shall list on this Statement Sheet the name of each proposed subcontractor. For convenience and to ensure that a complete list is submitted with the tender, a list of possible subtrades has been printed below. The Bidder shall make an entry against each possible subtrade listed either by naming the proposed subcontractor or by entering "by own forces", whichever applies. No blank spaces are to be left.

If, in addition, the Bidder proposes to sublet a part of the work which is not listed below, he shall add the subtrade and the proposed subcontractor's name to the list.

FAILURE BY A BIDDER TO COMPLY WITH THE FOREGOING REQUIREMENTS MAY RESULT IN HIS TENDER BEING DISQUALIFIED BY THE OWNER.

SUBTRADE

PROPOSED SUBCONTRACTOR

Sediment Removal

Own forces

Dewatering

Not applicable

Hauler

Skoric Trucking Inc., GW Squires Trucking

Land Application (if required

Own forces

PROPOSED DESLUDGING METHOD TO BE UTILIZED ON THIS CONTRACT

GENERAL DESCRIPTION OF METHOD

The sludge will be removed using one (1) Husky PTO - driven heavy duty prop agitators complete with John Deere tractor to propel the device for all sludge pumping requirements throughout the project. This pump will be moved periodically as required, throughout the lagoon to ensure that the maximum amount of sludge is removed and to produce a consistent sludge feed throughout the term of the project. Should it be required, Terratec will make use of a custom made squeegee blade attached to an excavator to push the solids to the pump.

The custom made blade is designed with a round bottom as to not damage the clay liner of the lagoon. Terratec will amend existing NASM sites to accept McGregor lagoon material.

Terratec will be responsible for loading of the trucks at the McGregor lagoon. Once loaded, and log book completed, the driver departs the loading facility for land application site.

Terratec will spread material only at approved sites.

EQUIPMENT TO BE UTILIZED Husky PTO prop agitator and John Deere tractor to propel

Tankers with power unit

Agricultural application equipment

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

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

Terratec Environmental Ltd.

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

1. I/We declare that this bid is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Tender for the supply of the same goods and services.
2. I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the goods and services required and do hereby make our bid to the Corporation of the Town of Amherstburg for the goods and services described herein.
3. I/We agree to have the required equipment and labour at the site to work continuously on this project (weather conditions permitting) on (provide date): April 1, 2016 and agree to complete the works by the specified completion date of September 30th, 2017.
4. I/We acknowledge that we have received the following addendum to this Request for Quotation and that it is my/our responsibility to ensure that all addenda issued by the Corporation of the Town of Amherstburg has been received.

Receipt of Addendum No: 2 to 2.

Signature:



Corporate Seal:

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

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

_____ Signatory Initials

ACKNOWLEDGEMENT IF ONLY ONE PROPOSAL IS RECEIVED

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

Terratec Environmental Ltd.

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

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

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

Signature:



Corporate Seal:

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

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

_____ Signatory Initials

AGREEMENT

THIS AGREEMENT made in quintuplicate this 28 day of November, 2016.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND

Terratec Environmental Ltd.

(hereinafter called the Contractor) of the second part.

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

McGregor Lagoon Cell No. 2 Sediment Removal

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

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

27th day of October, 2016

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

Three hundred and sixty thousand, two hundred and fifteen dollars
(\$ 360.215.00) excluding H.S.T.

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

(1) To execute and perform the whole of the work herein mentioned in a workmanlike manner, in strict accordance with the provisions of this Agreement, including the said Specifications, General Conditions and the Plans (where applicable) therein referred to. The Contractor shall,

in the execution and performance of the said work perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisions and conditions mentioned and contained in this Agreement.

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

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

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

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

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

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

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

Adam Mootie

WITNESS AS TO SIGNATURE OF
CONTRACTOR

Jeff Linger

Contractor's Signature and Seal

JEFF LINGER

Contractor's Name

200 EASTPORT DR. HAMILTON, ONT

Contractor's address

L8H 7S4

CORPORATION OF THE TOWN OF AMHERSTBURG

[Signature]

WITNESS AS TO SIGNATURE OF
CORPORATION

[Signature]

Aldo DiCarlo, Mayor

[Signature]

Paula Parker, Clerk

INDEX TO GENERAL CONDITIONS

	DESCRIPTION	PAGE NO.
1.	DEFINITIONS	1
2.	TENDERS	2
3.	SCOPE OF CONTRACT	2
4.	SCHEDULE OF CONSTRUCTION	3
5.	PLANT, LABOUR AND MATERIAL	3
6.	SAMPLES	3
7.	CONDEMNED AND SURPLUS MATERIALS	3
8.	EQUIVALENTS	4
9.	MATERIALS AND EQUIPMENT SUPPLIED BY THE OWNER	5
10.	APPROVALS AND PERMITS	6
11.	ERRORS AND OMISSIONS BY CONTRACTOR	6
12.	DELAYS	6
13.	ORAL ARRANGEMENTS	7
14.	DECISIONS BY THE ENGINEER	7
15.	INSPECTOR AND INSPECTION	7
16.	OCCUPANCY OF THE WORKS	8
17.	ABSENCE OF ENGINEER AND HIS AGENT	9
18.	CONTRACTOR'S ABSENCE	9
19.	CONVENIENCES	9
20.	PUBLIC CONVENIENCE AND SAFETY	9
21.	RESTORATION	11
22.	DRAINAGE	11
23.	BARRIERS, LIGHTS AND DETOURS	11
24.	LOSS OR DAMAGE	12
25.	INSURANCE & INDEMNIFICATION	12
26.	CONTRACTOR'S LIABILITY	14
27.	NIGHT, SUNDAY AND HOLIDAY WORK	15
28.	NOTICE TO CONTRACTOR	15
29.	RECTIFICATION AND MAINTENANCE	16
30.	CONTRACT BONDS	17
31.	CONTRACTOR'S DISCHARGE OF LIABILITIES	17
32.	COMMENCEMENT AND COMPLETION	18
33.	CERTIFICATES OF SUBSTANTIAL PERFORMANCE & COMPLETION	19
33A.	RELEASE OF HOLDBACK TO SUB-CONTRACTORS	22
34.	MEASUREMENTS	23
35.	ALTERATIONS, EXTRAS, DEDUCTIONS AND CLAIMS	23

	DESCRIPTION	PAGE NO.
36.	VALUATION OF VARIATIONS	24
37.	BOOKS AND RECORDS OF THE CONTRACTOR	25
38.	PAYMENT	26
38A.	MAINTENANCE SECURITY	28
39.	SUSPENSION OF WORK	30
40.	ASSIGNMENT AND SUB-LETTING	30
41.	USE OF HYDRANTS AND WATER	30
42.	SETTING OUT	30
43.	ASSISTANCE	31
44.	OTHER'S RIGHTS	31
45.	MONIES DUE OWNER	32
46.	WORKERS' RIGHTS	32
47.	LIENS	32
48.	REMOVAL OF PERSONNEL	33
49.	NON-FULFILMENT OF THE CONTRACT	33
50.	BRIBERY	34
51.	DISPUTES	34
52.	SPECIFICATION EXPLANATION	36
53.	SHOP DRAWINGS	36
54.	FOSSILS, ETC.	37

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions, or in the Supplementary General Conditions, Special Provisions of Contract, Agreement, Plans, Form of Tender, Information for Tenderers, Specifications, Statutory Declaration or other documents forming part of this Contract:

"authorized", "directed", required", "requested", "approved", "ordered", "sanctioned", "considered" and "satisfactory", shall, unless some other meaning is obvious from the context, mean respectively authorized, directed, required, requested, approved, ordered, sanctioned or considered by or satisfactory to the Engineer.

"Owner" means The Corporation of the Town of Amherstburg, for whom the work is being performed.

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

"Contractor" or a pronoun in place thereof, means the person or persons or corporation who have undertaken to carry out the Contract.

"Engineer" shall refer to and mean the Consulting Engineer.

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

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

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

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

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

"Solicitor" means the person for the time being acting as Solicitor for the Owner.

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

not so worked.

"Town" means The Corporation of the Town of Amherstburg, for whom the work is being performed.

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

2. TENDERS

All tenders for the execution of the work herein set forth or referred to must be made on the printed forms supplied for that purpose. No others will be considered. Such tenders must be made without any knowledge, comparison of figures or arrangements with any other person making any tender or estimate for the same purpose, and the tenderers shall declare that such tenders are in all respects fair and without collusion or fraud, and that no Owner or duly authorized representative is, shall be, or shall become interested, directly or indirectly as contracting party, partner, surety or otherwise in, or in the performance of, the Contract, or in the supplies, work or business to which it relates, or in any portion of the profits to be used therein or thereof, or in any of the monies to be derived therefrom. The tender must be verified by the Statutory Declaration of the party or parties making the tender that the several matters stated therein are in all respects true. Tenders must cover the cost of completion of the Contract in every respect, in accordance with the Contract, including all labour, plant, tools, etc.

The Contractor agrees that he is fully informed regarding all of the conditions, local or otherwise, affecting the work to be performed and that his information was secured by personal investigation and that he will make no claim against the Owner or Engineer based on any estimate or representation of the Owner or Engineer or of any representative of same.

3. SCOPE OF CONTRACT

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

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

4. SCHEDULE OF CONSTRUCTION

The Contractor shall, within two weeks after the receipt by him of (a) the Contract executed by the Owner and the Contractor, (b) the Engineer's written order to commence work, whichever is the earlier, submit his proposed schedule of construction to the Engineer for approval. The schedule of construction shall show clearly in weekly stages the proposed progress on the main items, structures and sub-trades of the Contract and shall indicate where applicable the labour, construction crews, plant and equipment to be employed.

The Engineer may require the Contractor to revise his proposed schedule at any time as provided for in these General Conditions.

5. PLANT, LABOUR AND MATERIAL

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

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

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

6. SAMPLES

Before any material of any kind is used on the work, the Contractor shall submit samples thereof for the approval of the Engineer and must obtain such approval. No material shall be used on the work which is in any way inferior to the approved samples. The giving of such approval shall not obligate the Owner to pay for any material other than in accordance with the Contract, shall not prevent the rejection of any material which may be found, in the opinion of the Engineer, to be unsound or unfit for use on the work or not in accordance with the approved samples or the requirements of the Contract and shall not be deemed to be a waiver of objection to the work or any part thereof at any time on account of the materials used not being satisfactory or on any other account. The decision of the Engineer with respect to the approval or rejection of samples shall be final.

7. CONDEMNED AND SURPLUS MATERIALS

Should any plant, appliances or materials which the Engineer may deem to be inferior or unfit for use in or on the works, be brought on the ground, or used, the same shall be wholly removed therefrom within twenty-four (24) hours after notification to that effect from the Engineer, and

in case of failure or neglect on the part of the Contractor to remove the same, the Engineer may cause the same to be taken away at the Contractor's expense and deposited, wasted, or otherwise disposed of, in any locality, place or way he considers convenient or proper, and the Contractor shall forthwith pay to the Owner on demand, all expenses incurred, including storage, if any, or the same may be deducted or collected by the Owner as provided in the section hereof entitled "Monies Due Owner".

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

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

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

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

8. EQUIVALENTS

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

No ruling on a proposed substitution will be made prior to the acceptance of a tender. No substitution shall be made without the prior approval of the Engineer. The approval or rejection of a proposed substitution shall be at the discretion of the Engineer and his decision shall be final. If the proposed substitution is approved by the Engineer, the Contractor shall be entitled to the first \$100.00 of the aggregate saving in cost by reason of such substitution and up to 50% of any additional saving in cost in excess of such \$100.00. The Engineer shall reserve the right to negotiate the Contractor's entitlement to any additional savings in excess of \$100.00.

Each such approval shall be conveyed to the Contractor in writing by the Engineer and if any adjustment to the Contract Price is to be made by reason of such substitution, a Contract Change Order shall be issued to this effect.

The Engineer's acceptance of a Supplier or trade name designated in a Tender will not constitute approval of the article itself. Items of equipment shall, in the opinion of the Engineer, be equal to the specified standard of quality, not only in function, but in features and details of design and construction. The Engineer's decision on the acceptability of details of any article will not be made before submission from the Contractor, including Shop Drawings.

The Contractor, by designating a Supplier or Trade, will be deemed to have satisfied himself that the Supplier or manufacturer whose trade name is designated, is intending to, is capable of and will in fact supply an article that will comply with all provisions of these Documents.

Where equipment is listed in the Specifications by manufacturer's name, the arrangement of equipment shown on the Drawings is generally based on the equipment of first named manufacturer. Manufacturers other than the first named are listed for contractor's guidance for quality only and are not listed for meeting the specifications or for being accepted as having equivalent equipment. Modifications of Drawings, equipment arrangements and ancillaries to suit equipment of equivalent manufacture shall be the Contractor's responsibility and subject to the Engineer's approval.

9. MATERIALS AND EQUIPMENT SUPPLIED BY THE OWNER

All materials and equipment shall be supplied by the Contractor with the exception of such material or equipment as is specifically stated to be sold by the Owner for the sum of \$1.00. In all cases where materials or equipment are sold by the Owner every effort will be made to have a sufficient supply of such material or equipment tested, examined and approved and ready for use at such times as they may be required, but in case the Owner fails to furnish a sufficient supply at any time, the Contractor will not be entitled to any compensation for delay on that account (except as may be allowed in accordance with Section 14 hereof) other than an extension of the time for completion, the extent of which shall be determined by the Engineer and shall be as nearly as possible equivalent to the time delayed.

When the Contractor is required to make provision for and convey Owner sold materials or equipment as above from railway cars, he shall do so as soon as the cars are delivered to the nearest siding. Any demurrage on account of his inattention will be borne by him.

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

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

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

10. APPROVALS AND PERMITS

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

The Contractor shall carry out the work in accordance with the latest editions of Canadian, Provincial and Local Codes and Regulations. In no instance shall the standard established by the Contract Specifications and Drawings be reduced by any of the Codes referred to above.

The Owner will obtain and pay the fees, if any, for approvals and permits relating to the design and location of the permanent works required from the Departments or Ministries of Transportation and Communications, Labour, Environment, Public Works or Transport, from railway or pipeline companies or from hydro-electric, canal or seaway and conservation authorities. The Contractor shall obtain and pay for all permits, inspections, etc. required by the authorities having jurisdiction over the work including any necessary building permit. He shall obtain a Final Certificate of Approval, without reservations, from the applicable Inspection Department, when all work has been completed, tested and placed in operation in accordance with the requirements of the Contract Drawings and Specifications and all governing Codes and Regulations.

All requirements of the applicable Codes and Regulation shall be considered as minimum requirements. Extra payments will not be allowed to cover work required to have the installation meet the requirements of any Code or Regulation, except if such Codes or Regulations are modified by legislation during the course of the Contract.

Immediately upon award of the Contract, the Contractor shall submit the necessary number of complete or partial sets of Drawings to the appropriate Inspection Authorities for approval. The Contractor is permitted to use the Contract Drawings for this purpose and additional sets of Drawings will thus be provided by the Engineer. If, however, these Drawings are not sufficient, the Contractor shall furnish any additional Drawings, details or information as may be required by the Inspection Authorities.

11. ERRORS AND OMISSIONS BY CONTRACTOR

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

12. DELAYS

If, after the execution of the Contract, the Contractor suffers damage by reason of delay with respect to construction of the works arising from causes other than adverse weather or labour disputes and beyond his control, the Owner may in his discretion compensate the Contractor wholly or in part for such damage. An extension of time allowed under Section 32 of these General Conditions will not be eligible as a claim for delay under this section.

The Contractor shall take all steps necessary or advisable to reduce or eliminate all damage or loss by reason of delay with respect to construction of the works arising from any cause whatsoever. Whether or not delay is caused by an extension authorized by the Engineer pursuant to Section 32. For further clarification, the Contractor is not entitled to compensation

under this section unless all such necessary steps have been taken.

13. ORAL ARRANGEMENTS

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

14. DECISIONS BY THE ENGINEER

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

15. INSPECTOR AND INSPECTION

All work to be done under the Contract shall be done to the satisfaction of the Engineer or of an agent or inspector authorized to act for him. The Inspector shall have no authority except as expressly provided hereunder to relieve the Contractor of any of his duties or obligations under the Contract, nor to order any work involving delay or any extra payment by the Employer. The Inspector is required by the Engineer to see that the provisions of the Contract are faithfully adhered to, especially as regards the quality of the workmanship and materials, and may stop the work entirely if there is not a sufficient quantity of suitable and approved material on the site to carry on the work properly or for any good and sufficient reason. In particular, but without limiting the powers of the Inspector, orders given by the Inspector relating to the quality of material or workmanship or in respect of safety or public convenience must at once be obeyed by the Contractor. The Inspector shall have the power to suspend any workman for incompetency, drunkenness, negligence or disregard of orders and the Contractor shall ensure that any workman so suspended is forthwith removed from the site.

Materials and equipment and the process of manufacture of materials or equipment shall at all times be subject to inspection, testing and rejection at any stage by the Engineer or his agent. The Engineer will give the Contractor reasonable notice of the materials and equipment in respect of which the Engineer proposes to have inspection or testing carried out during the process of preparation or manufacture, save that in the case of materials or equipment specifically stated in the Contract as required to be tested or inspected by or in the presence of the Engineer or his agent, the Engineer shall not be obliged to give such notice. The Contractor

shall notify the Engineer in writing at least seven days previous to the commencement of preparation or manufacture of each item of such materials or equipment of the time and place at which such preparation or manufacture is to commence in order that the Engineer or his agent may be present.

Notwithstanding compliance by the Contractor with the foregoing paragraph hereof, if any materials or equipment prepared or manufactured away from the site of the works and required

by the Contract or by the Engineer to be inspected or tested by or in the presence of the Engineer or his agent at the place of preparation or manufacture become ready for delivery to the site of the works but have not been inspected or tested as required, the Contractor shall so notify the Engineer in writing and shall not have such materials or equipment delivered to the site of the works until authorized so to do in writing by the Engineer.

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

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

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

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

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

16. OCCUPANCY OF THE WORKS

The use or occupancy of the works or any part thereof by the Owner shall not be taken in any manner as an acceptance by the Owner of any work or material not in accordance with the

Contract or to relieve the Contractor or his surety from liability, whether heretofore or hereafter incurred or arising, in respect of the observance or performance of any covenant or condition in the Contract not then performed, whether such covenant or condition be by way of indemnity to the Owner or otherwise, save to the extent that loss or damage is caused during such use or occupancy by the Owner or by employees of the Owner for whom the Owner is responsible. In particular, without limiting the generality of the foregoing, the use or occupancy of the work or any part thereof by the Owner shall not release the Contractor from liability to pay to the Owner or waive or impair the right of the Owner to deduct and retain, *liquidated damages* and resident engineers' and inspectors' fees, in accordance with the Contract.

17. ABSENCE OF ENGINEER AND HIS AGENT

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

18. CONTRACTOR'S ABSENCE

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

19. CONVENIENCES

The Contractor must provide, and properly maintain in clean condition, suitable and convenient privy or water closet accommodation for his workers and the Engineer and/or inspector.

From November 1 to April 30, the Contractor must provide at his own expense, an adequate, warm, comfortable shelter, accessible during the noon hour and inclement weather to all persons employed on the work, and its location shall be approved by the Engineer.

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

20. PUBLIC CONVENIENCE AND SAFETY

All regulations of the Occupational Health & Safety Act and Regulations for Industrial Establishments, pursuant to the revised Statutes of Ontario, 1980 C.321 and amendments thereto

and, pursuant to the Revised Regulations of Ontario, 1980 and amendments thereto.

All employees of a Contractor, shall wear hard hats and C.S.A. approved safety shoes when on Owner's property or on Owner's work sites. If above ground level work is being performed by the Contractor, the area of work must be clearly designated and roped off at the ground level to avoid hazard to Owner's employees and members of the public.

When working on Owner's property, all posted instruction signs dealing with smoking, vehicle speeds and restricted areas shall be complied with by a Contractors employee.

Local conditions may require additional safety precautions as directed by the Owner.

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

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

Unless all surplus material, plant, rubbish, falsework, etc. are removed from time to time, when and as directed, the Engineer will proceed to do whatever is necessary to restore the site, street, sidewalk, boulevard, grass plot or public property to a tidy condition and will charge the cost thereof against the Contractor. Whenever and wherever any work is closed, suspended or stopped for the winter, all material of every description must be gathered up from the street, sidewalks, boulevards and grass plots, and removed therefrom and the site shall be left in a safe and tidy condition and shall be maintained in a safe condition until work is resumed.

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

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

The Contractor shall provide, erect and maintain a sufficient number of detour signs, and other notices as per municipal requirements.

When work is carried out during the night, the Contractor shall provide, erect and operate a sufficient number of lights to enable the work to be performed satisfactorily and these provisions

must conform to municipal requirements as stated elsewhere in this section.

21. RESTORATION

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

22. DRAINAGE

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

The Contractor shall dewater all worksites and excavations as necessary or as directed to enable the works to be constructed in a satisfactory manner. The Contractor shall not be entitled to any additional payment for compliance with the requirements hereof beyond the prices tendered for the construction of works.

23. BARRIERS, LIGHTS AND DETOURS

The Contractor must, at his own expense, and without further or other order, provide, erect and maintain all requisite barriers, fences or other proper protection; and must provide, keep and maintain watchmen and lights with red or amber globes, as may be necessary or as may be ordered by the Engineer, in order to ensure safety to the public as well as to those engaged about the premises or works. Should the Contractor neglect to carry out the above requirement, the Engineer is hereby authorized to place such watchmen, lights, barriers, etc., as are required, and to charge the cost to the Contractor, without relieving the Contractor of any claims for damages or accident. The Contractor must (where it is practicable in the opinion of the Engineer) keep the roadway open for travel for the use of the public, for such width as the Engineer may direct. Where in the opinion of the Engineer, it is not practicable to keep a roadway open for the full flow of traffic; he may permit the Contractor to close or partially close such roadway to provide for a detour of the traffic or a part thereof. In each such case and before putting into effect the closure of detour, the Contractor shall present his proposal for closure or detour to the municipal or other authority or authorities having jurisdiction over any of the roadways which will be affected by the proposed closure or detour and shall obtain the written authorization to such proposal of the said authority or authorities. The Contractor must provide a sufficient number of "NO THOROUGHFARE", "DETOUR" or other proper notices, which he must cause to be placed and maintained in good order in conspicuous places wherever any roadway, sidewalk, or thoroughfare is torn up or dangerous, and so long as it remains unsafe or unfinished.

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

24. LOSS OR DAMAGE

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

25. INSURANCE & INDEMNIFICATION

During the term of this Tender and subsequent required maintenance period, the Contractor shall maintain in force at his entire expense

- Builders Risk – All Risk Property Insurance, and
- Commercial General Liability Insurance, and
- Environmental Impairment Liability Insurance and
- Automobile Liability Insurance

all in accordance with Sections 24 and 26 herein and the requirements set out below.

The Tenderer shall indemnify and save harmless the Town, the Consulting Engineer and the Ontario Ministry of Environment from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Town, the Consulting Engineer and the Ontario Ministry of Environment, its employers, officers or agents may suffer as a result of the negligence of or breach of contract by the Tenderer, its employees, officers or agents in the performance of its obligations, except to the extent caused or contributed to by the Town, the Consulting Engineer and the Ontario Ministry of Environment.

The Tenderer is required to procure and maintain the insurance coverage(s) noted below in effect throughout the term of the Contract including any maintenance period where applicable. Before the commencement of any operations hereunder, the Tenderer shall deliver to the Town a certificate(s) of insurance satisfactory to the Town Solicitor or designate providing evidence of the following coverage:

1. Commercial General Liability Insurance

To an amount not less than Ten Million Dollars (\$10,000,000.00) per occurrence including but not limited to bodily injury, death, personal injury, property damage, tenant legal liability, contractual liability, cross liability/severability of interest provisions, product and completed operations coverage, owner's protective coverage and non-owned automobile coverage.

Coverage shall not contain any exclusions or limitations in respect of tunneling, shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or land from any cause. Coverage shall include the use of explosives. The Tenderer shall be solely responsible for all damage, loss or costs resulting directly or indirectly from such use.

Coverage shall be endorsed to include all of the following parties listed below as additional insured all of whom shall also be indemnified from and against all claims, demands, losses, costs or any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit arising out of or in any way related to the performance of the Contractor's obligations under the contract.

- The Corporation of the Town of Amherstburg
- Stantec Consulting Ltd.
- Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers agents, appointees and employees and the Ontario Ministry of Environment
- Her Majesty the Queen in Right of Canada, Her Ministers, directors, officers, agents, appointees and employees.

The Tenderer is responsible for any loss or losses within the deductible limit. The coverage shall be primary and the insurer will act as first loss insurer against the risk covered and not excess to any other insurance available to the additional insured.

2. Vehicle Liability Insurance

The Tenderer must also carry coverage for a minimum of Ten Million Dollars (\$10,000,000) in third party liability insurance on the vehicles (both owned and not owned by the Contractor) used in the performance of the Work.

3. Environmental Impairment Liability Insurance

The Tenderer must also carry Environmental Impairment Liability Insurance in a minimum of Ten Million Dollars (\$10,000,000). The coverage shall include both 'sudden and accidental' release and gradual release.

4. Builder's Risk – All Risk Property Insurance

The Tenderer must also carry Builder's Risk – All Risk Property Insurance in the Joint Names of the Tenderer and the Town in an amount equal to 100% of the total contract value including all taxes.

Such insurance shall be with a Company licensed to carry on business in the Province of Ontario and its form and content shall be satisfactory to the Town Solicitor.

It is understood and agreed that all the insurance policies provided shall contain an endorsement to provide the Town with (30) days prior written notice of cancellation.

The Insured on the policy(s) must be the same name as the Tenderer.

The insurance required shall be maintained in full force until the Engineer has issued a Certificate of Completion or until the Owner has otherwise approved in writing save that if the Contractor continues to work at the site after the date of completion as established by the Certificate of Completion or returns to the site of work after such date, he shall maintain or renew for the duration of such work the Insurance required by the Contract.

Failure to provide and maintain the aforementioned insurance will result in the withholding of

payments or, at the sole option of the Town, the forfeiture of the Contract.

26. CONTRACTOR'S LIABILITY

The Contractor shall assume the defense of and indemnify and save harmless the Owner and its officers, consulting engineer and agents from all claims relating to labour and materials furnished for the work, and to inventions, copyrights, trademarks, royalties or patents, and rights thereto, relating to or used in doing the work, or the subsequent use and operation of the work or any part thereof upon completion. In carrying out the works from the inception, and until the final acceptance of the same, the Contractor must be careful to cause as little injury or damage as possible to any adjacent property, public or private, or to any sidewalks, roadways, curbs, gutters, drains, hydrants, manholes, frames, covers or street gullies, boulevards, grass plots, sodding, trees, shrubs, or structures, utilities and all municipal services, works or things on or near the line or in the vicinity of the works or elsewhere, and, except as in this Contract is otherwise provided, if injury or damage is done, he must make good the same, at his own expense, in the manner directed by, and to the satisfaction of, the Engineer.

The Contractor shall be responsible for any and all damages, or claims for damages for injury or accidents done or caused by him or his employees or agents, or resulting from the prosecution of the works, or any of his operations, or caused by reason of the existence or location or condition of the works, or of any materials, plant or machinery used thereon or therein, or which may happen by reason thereof, or arising from any act of commission or omission on his part, or on the part of any of his agents or employees, in connection with the Contract, and covenants and agrees to hold the Owner harmless and indemnified from all such damages and claims for damage; and in case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of the Contract, the Engineer may, either with or without notice (except where in this Contract, notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, plant, trucks and men, and do such work or things as he may deem advisable toward carrying out and enforcing the same, and any and all expenses so incurred may be deducted or collected by the Owner under the provisions of Section 45 hereof, entitled "Monies Due Owner", and any such action by the Engineer as he is herein empowered to take, shall not in any way relieve the Contractor of his surety from any liability under the Contract.

Without limiting the generality of the foregoing provisions of this section and notwithstanding any consent or order which the Engineer may give to the Contractor to prosecute the works under this Contract for a longer period than eight hours a day or forty-eight hours a week, the Contractor may, by order of the Engineer be prohibited from carrying on operations during any hour or hours of the day in which the Engineer in his judgment deems such operations to be a disturbance or nuisance to the residents of the municipality wherein the work is being executed in whole or in part, and irrespective of any permission or order which the Engineer may have given to the Contractor, the Contractor shall indemnify and save harmless the Owner as aforesaid, from any claim, action, loss or damage whatsoever which may be made, brought or recovered against it or them as a result of any of his operations. In the event of the Contractor being enjoined by court process in connection with any of his operations, he shall not have recourse against the Owner aforesaid on account thereof.

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety & Insurance Act, and the Owner may pay the same and deduct or collect such expenses under the provision of Section 45 hereof, entitled "Monies Due Owner". The Contractor shall, at the time of entering into any contract with the

Owner, make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety & Insurance Board stating that all assessments or compensation payable to the Workplace Safety & Insurance Board have been paid, and the Owner may, at any time during the performance or upon the completion of such contract, require further proof that such assessments or compensation have been paid.

The Contractor shall at all times be subject to and will be required to observe all rules and regulations which are or may from time to time be imposed by law, as related to all branches of the work under the contract. The Contractor shall from time to time adopt such approved construction or operating methods in carrying out the work as may be called for due to changing conditions which may be encountered during the progress thereof at no additional cost to the Owner.

27. NIGHT, SUNDAY AND HOLIDAY WORK

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

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

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

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

28. NOTICE TO CONTRACTOR

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

such notice to the clause of clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Engineer, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

29. RECTIFICATION AND MAINTENANCE

- (a) The Contractor guarantees and warrants that with ordinary wear and tear the work shall, until the end of the period of maintenance, remain in such condition as will meet with the approval of the Engineer, and that he will be responsible for rectification in a manner satisfactory to the Engineer, and for the cost thereof, of any imperfect work due to or arising from materials, equipment or plant incorporated into or used in the construction thereof, or due to or arising from workmanship or methods of construction, that is discovered by any means at any time prior to the issuance of the Final Certificate. The Engineer shall decide as to the nature, extent, cause of, and responsibility for imperfect work and the necessity for and the method of rectification thereof.
- (b) Prior to the expiration of the period of 12 months from the date of substantial performance, as set out in the Certificate of Substantial Performance, the Engineer or his agent shall carry out an inspection of the work and shall notify the Contractor of any imperfections therein disclosed by such inspection provided that the failure of the Engineer or his agent to carry out such an inspection or to give such notification shall not relieve the Contractor or his surety from any responsibility or obligation under, or any term of provision of, the Contract.
- (c) If, as a result of imperfect work for which the Contractor is responsible, the Owner incurs any costs, and without limiting the generality of the foregoing, including cost of engineering and investigation and all costs of administration, or sustains damage or loss of any kind, the Contractor and his surety or sureties shall be liable to the Owner for such costs, damage and loss. The amount of such costs, damage or loss shall be determined or estimated by the Engineer and, upon such determination or estimation, shall be deemed to be "Monies payable to the Owner" under Section 45 of the General Conditions and may be deducted or collected by the Owner as therein provided for.
- (d) No payment, certificate, document, act, failure to act, statement or representation of, by or on behalf of the Owner or its employees or agents, no dealing, transaction, forbearance or forgiveness which may take place between the Contractor or his surety or sureties and the Owner or its employees or agents and no exercise or forbearance to exercise any of the rights or powers of the Owner or of the Engineer under the Contract, other than the Final Certificate, or a release duly executed by the Owner, shall release the Contractor or his surety or sureties from any term or provision of or any responsibility, obligation or liability under the Contract, or otherwise, or shall waive or impair any of the rights and powers of the Owner or of the Engineer.
- (e) The Contractor shall, at any time or times prior to the issuance of the Final Certificate and when required to do so by the Engineer, make such openings, tests, inspections, excavations, examinations, or other investigations in, through, of or in the vicinity of the work as the Engineer may direct and shall, if required, make good again, to the satisfaction of the Engineer, any openings, excavations or disturbances of any property, real or personal, resulting therefrom. If, in the opinion of the Engineer, any imperfect work for which the Contractor is responsible is found in the work by such investigations, the cost of such investigations and such making good shall be borne by the Contractor;

but if, in the opinion of the Engineer, no such imperfect work is found by such investigations, the said cost shall be borne by the Owner, except as otherwise provided in Section 15 of the General Conditions.

30. CONTRACT BONDS

The Contractor shall, unless otherwise directed by the Owner, furnish to the Owner contract bonds in accordance with the requirements of the Information for Tenderers.

31. CONTRACTOR'S DISCHARGE OF LIABILITIES

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

The Construction Lien Act., R.S.O. 1990, Chapter C.30, any amendments thereto and any regulations made thereunder apply to the performance of this Contract, but do not limit the provisions of this Contract, and the Owner has all the rights and powers set out therein and in the Contract.

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

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

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

The Contractor shall submit to the Engineer in duplicate, together with each monthly statement, except the first one, required by Section 38(a) of the General Conditions, a " Statutory

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

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

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

32. COMMENCEMENT AND COMPLETION

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

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

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

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

Notwithstanding the time allowed for completion of the work, if in the opinion of the Engineer the rate of progress of any part or parts of the work or during any period or periods during which work is being carried on or is required to be carried on is unsatisfactory and if amounts are payable by the Owner in respect of site supervision of the work, traffic control, compensation or damages by reason, in the opinion of the Engineer, of such unsatisfactory rate of progress, the Contractor shall be liable to the Owner for the payment of such amounts and such amounts may be deducted by the Owner from any money due or that may become due to the Contractor under the Contract. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

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

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

33. CERTIFICATES OF SUBSTANTIAL PERFORMANCE & COMPLETION

- (a) The Contract shall be considered as substantially performed when
- (1) the works have satisfactorily passed the required inspection and testing and are ready for use or are being used for the purposes intended, and
 - (2) the works are capable of being completed or, where there is a known defect, corrected at a cost of not more than,
 - (i) 3 percent of the first \$500,000 of the contract price plus
 - (ii) 2 percent of the next \$500,000 of the contract price plus
 - (iii) 1 percent of the balance of the contract price.
- (b) Where the works or a substantial part thereof are ready for use or are being used for the purpose intended but part of the works cannot be completed expeditiously for reasons beyond the control of the Contractor or where the Owner and the Contractor agree to delay completion of the works, the cost, as determined by the Engineer, of completing the outstanding work shall be deducted from the contract price in determining substantial performance and the value of the work completed.

- (c) As soon as, in the opinion of the Engineer, the Contract has been substantially performed in accordance with the foregoing, the Engineer will issue a Certificate of Substantial Performance Part I and Part II upon submission by the Contractor of the following documents:
- (1) A written undertaking by the Contractor to complete expeditiously any outstanding work and to discharge all unfulfilled obligations under the Contract.
 - (2) The Contractor's final claim (except in respect of outstanding work).
 - (3) A contract release by the Contractor in a form satisfactory to the Engineer releasing the Owner from all further claims relating to the Contract (except in respect of outstanding work).
 - (4) A statutory declaration in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and his sub-contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and sub-contracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.
 - (5) A satisfactory clearance certificate from the Workplace Safety & Insurance Board.
- (d) The Engineer shall set out in the Certificate of Substantial Performance the date on which the Contract was substantially performed and within seven days after signing the said certificate he shall provide a copy to the Contractor.
- (e) Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32(1) Paragraph 5 of The Construction Lien Act, publish a copy of the said certificate in a construction trade newspaper. Such publication shall include placement in the Daily Commercial News.
- Alternatively, in order to expedite payment to the Contractor and to creditors under the Contractor, the Engineer will, if so requested by the Contractor, arrange on behalf of the Contractor to publish the said certificate in the Daily Commercial News within seven days after signing the certificate. Such arrangement shall not relieve the Contractor of any responsibility under the said Act. The cost of publication shall be borne by the Contractor.
- (f) Where the Contractor fails to publish a copy of the Certificate of Substantial Performance as required above within seven days after receiving a copy of the said certificate signed by the Engineer, the Owner may publish a copy of the certificate at the Contractor's expense.
- (g) Except as otherwise provided in Section 31 of The Construction Lien Act, the 45-day period prior to the release of holdback as referred to in Section 38(f) (3) hereof, shall commence from the date of publication of the Certificate of Substantial Performance as provided for in (e) and (f) above.
- (h) The works shall be deemed to be completed when
- (1) the works have satisfactorily passed the required inspection and testing, and

- (2) the cost of completion of all outstanding work and known defects is not more than the lesser of
 - (i) one percent of the contract price, and,
 - (ii) \$1,000.00
- (i) As soon as, in the opinion of the Engineer, the works have been completed in accordance with paragraph (h) above, the Engineer will issue a Certificate of Completion on submission by the Contractor of the following documents:
 - (1) The Contractor's final claim (including the value of work completed since the date of the claim referred to in paragraph (c) (2) above).
 - (2) An up-to-date contract release by the Contractor in a form satisfactory to the Engineer releasing the Owner from all further claims relating to the Contract.
 - (3) An up-to-date statutory declaration in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and his sub-contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and sub-contracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.
- (j) The Engineer shall set out in the Certificate of Completion the date on which the works were completed and within seven days of signing the said certificate he shall provide a copy to the Contractor.
- (k) Payment due to the Contractor following issuance of the Certificate of Completion shall be as provided for in Section 38 hereof.
- (l) On the expiration of a period of 12 months from the date of substantial performance, as set out in the Certificate of Substantial Performance, and after all known imperfect work has been rectified in accordance with the Contract and to the satisfaction of the Engineer and the Engineer is satisfied to the best of his knowledge that the Contractor has discharged all his obligations under the Contract, the Engineer will issue the Final Certificate approving the release to the Contractor of the maintenance security (see Section 38 (h) hereof), less any deduction as provided for in the Contract.
- (m) On the expiration of a period of 12 months from the date of substantial performance, as set out in the Certificate of Substantial Performance, the Engineer may approve the release to the Contractor of a part of the maintenance security on such terms and conditions as the Engineer deems advisable notwithstanding that the Final Certificate has not been issued and that all imperfect work has not been rectified in accordance with the Contract.
- (n) The Engineer may in his discretion direct or approve that the works covered by the Contract be divided into two or more parts for the purpose of issuing certificates of completion and releasing holdback monies. In that event, the Contractor shall submit documentation as set out above in respect of each such part.

33A. RELEASE OF HOLDBACK TO SUB-CONTRACTORS

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

- (a) the Contractor certifies
 - (1) that the said sub-contract has been completed satisfactorily, or
 - (2) that the said sub-contract has been completed satisfactorily except for work not exceeding the value the lesser of
 - (i) one percent of the sub-contract price, and
 - (ii) \$1,000.00and gives reasons why the uncompleted work is still outstanding.
- (b) the Engineer is satisfied
 - (1) that the said sub-contract has been completed satisfactorily, or
 - (2) that the said sub-contract has been completed satisfactorily to the fullest extent reasonably possible at the date and that the work remaining to be completed does not exceed in value the sum derived from (a) (2) above.
 - (3) that all required or necessary inspection and testing of the works covered by the said sub-contract have been carried out and that the results are satisfactory.
- (c) the Contractor has furnished to the Engineer
 - (1) a release by the Contractor in a form satisfactory to the Engineer releasing the Owner from all further claims (excepting holdback monies) relating to the said sub-contract.
 - (2) Evidence satisfactory to the Engineer that the said sub-contractor has discharged all liabilities incurred by him in carrying out the said sub-contract and that all liens in respect of the completed sub-contract have expired or have been satisfied, discharged or provided for by payment into Court.
 - (3) a satisfactory clearance certificate or letter from the Workplace Safety & Insurance Board relating to the said sub-contractor.
 - (4) the required maintenance security in respect of the said sub-contract as provided for in Section 38A hereof.
- (d) the Engineer retains sufficient money to cover the cost of completing any work which remains uncompleted under the said sub-contract.

- (e) if he so requests, the Engineer is furnished with a photostat copy of the contract between the Contractor and the said sub-contractor and with a satisfactory statement showing the total amount due from the Contractor to the said sub-contractor.

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

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

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

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

34. MEASUREMENTS

- (a) Approximate monthly measurements of the works completed under the Contract shall be made by the Engineer at the end of each calendar month except where the work has been delayed or suspended. An authorized representative of the Contractor shall assist the Engineer in taking such measurements and shall furnish all particulars required by the Engineer. The Engineer shall notify the Contractor when such a measurement will be made.
- (b) The said monthly measurements shall not bind the Engineer in any manner in the preparation of his final measurement of the works constructed by the Contractor under this Contract, but shall be construed and held to be approximate only.
- (c) The final measurement shall be prepared in detail as soon as the whole of the works have been completed, and this final measurement shall be approved and accepted in writing by the Engineer. Thereafter the Completion Payment Certificate shall be issued and payment shall be made in accordance with Section 38 hereof.

35. ALTERATIONS, EXTRAS, DEDUCTIONS AND CLAIMS

The Engineer shall have the right to make or order any alternations and changes as he may deem advisable at any time before or during the prosecution of the works, in any line, grade, plan or detail thereof, or to suspend or omit any portion of the work, or to increase or decrease the dimensions of any part of the work or works, or to vary in any way the work herein contracted for, or to order any additional or extra work to be done, or additional or extra materials to be furnished; and the Contractor shall, in pursuance of written orders of the Engineer to that effect, proceed with, carry out and execute the works as directed, and shall supply such additional materials, and do such additional or extra work as the Engineer requires in pursuance of such orders, without being entitled to any extension of time for completion or any additional payment on account thereof, except only as herein provided.

In each and every case where additional or extra work or materials of any kind is ordered to be done or supplied, or where the Contractor does or supplies, or contemplates doing or supplying any work or material which he considers extra or beyond the requirements of the Contract, or upon which he intends claiming any extra or additional payment, he is required, before commencing any such work, or procuring any such material, to obtain from the Engineer a written order therefor, stating:

- (a) that the same is an extra and will be paid for as such, and also clearly defining the nature of such extra work or material, and the amount the Contractor is to receive therefor, or the terms under which the same is to be paid for; or
- (b) that the same is considered to be part of the Contract and not an extra and that no additional payment shall be made therefore;

and the Contractor shall also, before beginning any such extra work or commencing to deliver any such additional material, notify the Engineer in writing of his intention to commence work thereon or delivery thereof, so that a proper account or record of the same may be kept by the Engineer. If the Contractor proposes to claim additional payment for work or materials which the Engineer considers to be part of the Contract and not an extra, the Contractor shall so notify the Engineer in writing before commencing such work or delivering such materials.

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

36. VALUATION OF VARIATIONS

- (a) The Engineer shall determine the amount, if any to be added to, or deducted from, the sum named in the Tender, in respect of any extra or additional work done, or work omitted by his order. All such work shall be valued at the price as set out in the Schedule of Items and Prices and the Schedule of Additional Unit Prices if, in the opinion of the Engineer, the same shall be applicable.
- (b) If the Contract does not contain any prices applicable to the extra, additional, or omitted work, then the Contractor and the Engineer may agree on a price for such work, in which case the price shall be comparable to prices quoted of a similar nature.
- (c) If the methods of evaluating extras described in (a) or (b) herein are clearly inapplicable, then the Engineer may direct that extra work shall be done by the Contractor on a cost-plus basis providing for payment as follows:
 - (1) The actual cost of all labour, including allowance for holiday pay, unemployment insurance, levy by Workplace Safety & Insurance Board, and other contributions made by the employer to an employee as required by law or a contract, required directly for the performance of extra work plus 15% of the same.
 - (2) The actual cost of materials including transportation charges required directly in the extra work, plus 15% of the same.
 - (3) A reasonable rental to be agreed upon before the work is begun for machinery and

heavy equipment, such as tractors, bulldozers, ditching machines, air compressors, concrete mixers and graders, for the actual time required in operation for the performance of the extra work, to which no percentage shall be added.

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

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

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

37. BOOKS AND RECORDS OF THE CONTRACTOR

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

38. PAYMENT

- (a) The Contractor shall submit to the Engineer at the end of each calendar month a fully itemized statement showing the estimated value of the permanent work executed up to the end of the month based on the unit prices shown in the Contract and the section covering Valuation of Variations, together with a fully itemized statement of the value of major items of material and equipment on site for incorporation into the permanent works.
- (b) From each monthly statement including the statement based on the final measurement, the Engineer will prepare a Monthly Payment Certificate and will include therein so much as he considers fair and reasonable in respect of the value of the work executed and of the major items of material and equipment on site.
- (c) Ten percent (10%) of all monies due the Contractor in accordance with the Monthly Payment Certificate up to a limit of 10% of the contract price, shall be retained by the Owner except as may be otherwise noted and shall be termed the holdback.
- (d) The Monthly Payment Certificate will show the Engineer's gross valuation of the work performed and materials supplied, the deduction of the appropriate amount of holdback, the previous payments to the Contractor and the amount due him.
- (e) No progress estimate or payment shall be held to bind the Engineer in his valuation of the work on its completion and the Engineer may on any Monthly Payment Certificate make correction or modification to any previous certificate he has made.
- (f) At the time of issuance by the Engineer of the Certificate of Substantial Performance in accordance with Section 33(c) of the General Conditions, the Engineer shall
 - (1) notify the Contractor of the value of the maintenance security required by Section 38A.
 - (2) Prepare a Substantial Performance Payment Certificate showing:
 - (i) the value of work complete to date.
 - (ii) the value of outstanding or uncompleted work.
 - (iii) the value of the required maintenance security.
 - (iv) the amount of the 10% holdback (allowing for any previous releases of holdback to the Contractor in respect of completed sub-contracts and deliveries of preselected equipment).
 - (v) the amount due the Contractor.
 - (3) Prepare a payment certificate releasing to the Contractor the 10% holdback due in respect of work performed up to the date of substantial performance. Subject to the provisions of The Construction Lien Act and the submission by the Contractor of the following documents, such holdback shall become payable after 45 days from the date of publication of the Certificate of Substantial Performance.

- (i) A written undertaking by the Contractor to complete expeditiously any outstanding work and to discharge all unfulfilled obligations under the Contract.
 - (ii) The Contractor's final claim (except in respect of outstanding work).
 - (iii) A contract release by the Contractor in a form satisfactory to the Engineer releasing the Owner from all further claims relating to the Contract (except in respect of outstanding work).
 - (iv) A Statutory Declaration in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and his Subcontractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and Subcontracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.
 - (v) A satisfactory Clearance Certificate from the Workplace Safety and Insurance Board.
- (g) At the time of issuance by the Engineer of the Certificate of Completion in accordance with Section 33(i) of the General Conditions, the Engineer shall
- (1) prepare a Completion Payment Certificate showing the Final Contract Price.
 - (i) the Final Contract Price.
 - (ii) the amount of the further 10% holdback (based on the value of further work completed over and above the value of work completed shown in the Substantial Performance Payment Certificate referred to in (f) above).
 - (iii) the value of the required maintenance security.
 - (iv) the amount due the Contractor.
 - (2) Prepare a payment certificate releasing to the Contractor the further 10% holdback. Subject to the provisions of The Construction Lien Act and the submission by the Contractor of the documents required by Section 33(i) hereof, such further 10% holdback shall become payable after 45 days from the date of completion of the works as established by the Certificate of Completion.
- (h) If, when the Engineer issues the Final Certificate at the end of the period of maintenance (see Section 33(l) hereof), any monies are still being retained by the Owner as maintenance security or for other reasons, the Engineer will issue a Final Payment Certificate releasing the monies due the Contractor.
- (i) Delay by the Owner in making payment to the Contractor shall be deemed not to be a breach of contract by the Owner.

In the event that, following substantial performance of the Contract or completion of the Contract as established by the relevant certificate issued by the Engineer, payment by the Owner to the Contractor in respect of work done or release of holdback is delayed by the

Owner, the Contractor shall be entitled to payment of interest from a date or dates derived from the following:

- (1) Payment for Work Done, including any monies owing by the Owner to the Contractor pursuant to an order of an arbitrator:

A date 45 days after the date when the Contractor satisfactorily completes submission of the documentation required by the Contract and has complied with the other requirements of the Contract.

- (2) Release of Statutory Holdback:

A date 30 days after the date established by Section 38(f)(3) or 38(g)(2) of the General Conditions, (whichever applies), as the earliest date for release of holdback.

The applicable rate of interest shall be that established from time-to-time by the Minister of Finance of the Province of Ontario.

38A. MAINTENANCE SECURITY

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

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

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

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

The Contractor may apply in writing to the Engineer at the time of substantial performance to substitute for the monies retained as the maintenance security an alternative maintenance security of equivalent or greater value comprising:

- (a) one or more irrevocable letters or credit or
- (b) another readily negotiable security.

Acceptance of any such alternative shall be at the discretion of the Engineer and the Solicitor for the Owner.

Following receipt and acceptance of any such alternative, the Engineer shall release to the Contractor the monies previously retained for maintenance security purposes.

The Engineer may, in his discretion, allow the total maintenance security to be made up in part of monies retained under the Contract and in part of an alternative maintenance security as indicated in (a) and (b) above provided that the total value of such parts, as determined by the Engineer, shall be not less than the required value as derived from the table set out above.

Such alternative maintenance security or the monies derived therefrom, less any deductions made as provided for in the Contract, shall be released to the Contractor following the issuance by the Engineer of the Final Certificate at the end of the period of maintenance.

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

The Contractor may apply in writing to the Engineer to substitute for the maintenance security referred to in the preceding paragraph an irrevocable letter of credit in the name of the Contractor.

Following the substantial performance of the Contract, the Engineer may require the Contractor to consolidate all letters of credit provided pursuant to the foregoing into one or two letters of credit covering the Contract as a whole.

The Contractor shall allow his Subcontractors to provide letters of credit to the Contractor in conformity with the foregoing procedures. The Contractor shall provide the Engineer with copies of any or all such letters of credit on request.

39. SUSPENSION OF WORK

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

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

40. ASSIGNMENT AND SUB-LETTING

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

41. USE OF HYDRANTS AND WATER

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

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

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

42. SETTING OUT

The Engineer will provide the Contractor in writing with bench marks and points of reference to

be used by him in setting out the works. The Owner will be responsible only for the correctness of the information so supplied. From these bench marks and points of reference the Contractor will do his own setting out. The setting out by the Contractor shall include but shall not be limited to the preparation of grade sheets, the installation of centre line stakes, grade stakes, off-sets, site rails and screeds.

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

43. ASSISTANCE

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

44. OTHER'S RIGHTS

The Contractor must afford all necessary and reasonable facilities to the Owner, or any of its employees or workmen, as well as to any company, corporation or person owning or operating any railway, tramway, wires, pipes or conduits or work or property, on, along, or near the line of the works, or in their vicinity; he shall notify all such parties before interfering with any of their property, rights or privileges and must work in harmony with them; otherwise he shall notify the Engineer in writing of his failure so to do, or of any difficulty that may at any time arise which he may be unable to overcome, in which case the Engineer shall deal with the matter as in his judgment may seem right or proper, and the Contractor shall abide by the decision and the direction of the Engineer. Any property of such parties which the Engineer orders to be moved by the Contractor must be handled with care, and must be neatly piled up and preserved free from injury or loss, and must be properly and satisfactorily replaced, all of which must be done by the Contractor without extra charge (unless specifically provided for in the Contract) and to the satisfaction of the Engineer.

The Engineer shall have the right, at any time before or during the construction, or after the completion of the work, to open up any portion of the work or works, or the ground or roadway, or to grant permission for such opening to be made or left by the Contractor, as he, the Engineer, may deem advisable, for the purpose of examining, repairing or laying any water, gas or other pipe, sewer, drain, track or other underground or surface construction or to cause any such work as he may deem necessary or advisable to be done, and such permission, or the exercise of such rights, either by the Engineer or by any other person or corporation having the

requisite authority (either statutory or otherwise), shall not relieve the Contractor from any of his responsibilities or obligations, nor shall the opening up of any portion of the work for these or any other purpose, or by any other parties, relieve the Contractor of such responsibilities or obligations, except only for the portion of the work actually torn up and destroyed, and then only in case the Contractor applies in writing for such relief at the time the work is being done, or within ten days afterwards, and can furnish sufficient cause, in the opinion of the Engineer, why such relief should be granted.

45. MONIES DUE OWNER

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

46. WORKERS' RIGHTS

All persons in the employ of the Contractor or any Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract shall be paid fair wages and shall have hours or work in conformity with the local municipal Fair Wage By-law, if any, in conformity with the Act of the Province of Ontario and any regulation under such Act that relate to wages, hours of work or other labour conditions and in any event shall be paid not less than the rates of wages prevailing in the locality of the work.

In case of a dispute as to the rate or amount of wages to be paid under the Contract to any mechanic, worker, labourer, truck owner or driver, the matter shall be referred to the Engineer for a decision.

In case the Contractor or his agents fail to pay any mechanic, worker, labourer or truck owner or driver employed by him in the execution of this Contract, (or in case any truck owner so employed by him fails to pay any driver), the rate of wages herein before provided, the Owner may pay any balance necessary to make up this amount, and charge it to the Contractor. The provisions of this section shall not, however, apply to any work which is of necessity done away from the site.

So far as is practicable, local labour shall be given preference in carrying out the work under this Contract.

The Contractor shall not favour and shall not refuse employment to or otherwise discriminate against any person because of that person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap, or because that person is or may become pregnant or because that person has made a complaint or given information with respect to an alleged failure by the Contractor or a Subcontractor to comply with the provisions hereof.

47. LIENS

The Contractor and his surety, executors, administrators, successors and assigns, (if assignment

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

48. REMOVAL OF PERSONNEL

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

49. NON-FULFILMENT OF THE CONTRACT

If in the opinion of the Engineer and at any time or times prior to the issuance of the Final Certificate, the Contractor neglects or fails to commence work within seven days after the date of the Engineer's written order to commence work, or becomes bankrupt or insolvent, or compounds with his creditors, or commits any act of insolvency, or transfers, assigns or sub-lets the Contract or any part thereof without the written consent of the Engineer, or has not executed or is not executing the work or any part thereof in a sound and workmanlike manner and in accordance with the Contract, or is not performing the work so as to ensure its completion within the time stipulated in the Contract or has failed to complete the works within the said time, or fails or refuses to take down, re-build, repair or rectify any imperfect works for which the Contractor is responsible, or fails to remove any condemned material or to replace such material with proper material, or fails to comply with any reasonable order given to him by the Engineer, or abandons the work, or fails to observe or perform any of the provisions of the Contract then in each and any such case the Engineer shall, after giving the Contractor 48 hours written notice, have the right and power, at his discretion without process or action at law, to make possession and control of the whole work, or any part or parts thereof specified in the said notice, from the Contractor, and the Contractor upon receiving the said notice, shall give possession and control of the said work, or the part or parts thereof specified in the said notice, peaceably to the Engineer, and the Engineer may employ such means as he may deem necessary or advisable to complete the work to his satisfaction with such changes therein as in the Engineer's opinion are necessary or advisable by reason of the Contractor's non-fulfillment of the Contract as set out herein. In the event of any emergency in any manner due to the Contractor's non-fulfillment of the Contract as set out above or in Section 29(a) hereof, the Engineer shall have the right and power at his discretion without process or action at law or any notice to the Contractor to take possession and control of the works, or any part thereof, from the Contractor and the Engineer may take such measures as he may deem necessary or advisable to deal with the emergency and the decision of the Engineer as to the existence of such an emergency and as to the measures to be taken in regard thereto shall be final. If, in the event of any emergency as aforesaid, the Engineer takes measures in regard thereto as provided for above, he shall notify the Contractor thereof as soon after the commencement of the emergency as is practicable. The Contractor and his surety in every case provided for above shall be liable for all loss, damage, expense, expenditures and cost which may be incurred by reason of the Engineer's exercise of the rights and powers provided for herein. If the said loss, damage, expense, expenditure or cost exceeds the sum which would have been payable under the Contract if the same had been completed by

the Contractor, the Contractor or his surety shall pay the amount of such excess to the Owner together with the amount of liquidated damages from the date fixed for the completion of the work, and the same may be deducted or collected by the Owner as provided for in Section 45 entitled "Monies Due Owner". All the powers of the Engineer with respect to the determination of any doubts, disputes and differences, and the determination of the sum or sums, or balance of money to be paid to or received from the Contractor or his surety in respect of the Contract, shall nevertheless continue in force. The fulfillment by the Contractor of any stipulation in the Contract may be enforced by legal proceedings and judgment, or order of court, without prejudice to any other remedy herein contained.

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

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

50. BRIBERY

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

51. DISPUTES

(a) Contractor's Claims

All claims by the Contractor based on any dispute or difference of any kind between the Owner and the Contractor shall be made and disposed of in accordance with the balance of this section and the Work shall proceed without interruption. The Contractor agrees that it shall not rely on the existence or status of any claim to in any way cause or excuse

delay in the progress of the Work.

Only timely claims, made in writing in accordance with this section, shall be considered for payment. All other claims that may arise during or after the performance of the Work, without exception, are hereby waived and released. The Contractor's claims shall be considered to have been "timely" and if they are made in writing within 15 days after the date of the first occurrence of the circumstances identified by the Contractor as giving rise to the claim. The Contractor's claim shall be considered to have been made "in writing" if it is delivered to the offices of the Owner in a form that clearly sets out, with substantial accuracy, the facts that are relied on, the monetary values involved, and the contractual basis for the claim. Timely claims made in writing are hereinafter referred to as "Claims".

All claims shall be settled at first instance by the Engineer. The Engineer's decision shall be communicated to both the Owner and Contractor in the form of a written "Engineer's Decision". The Engineer shall issue its Engineer's Decision and deliver a copy of the same to each of the Owner and Contractor as soon as possible after receipt of a Claim but in no event later than 45 days from the date of receipt of the Claim.

Both the Owner and the Contractor shall give immediate effect to the Engineer's Decision. Neither the Owner nor the Contractor, by giving effect to the Engineer's Decision, shall be deemed to have waived or compromised in any way any Claim or deference to Claim in any arbitration proceeding brought in accordance with this section.

Where the Contract provides that the matter in dispute is to be decided finally by the Engineer, the Engineer's Decision is final in all respects.

Where the Contract does not provide that the Engineer's Decision is final, either party may within 30 days of their receipt of the Engineer's Decision dispute the Engineer's Decision by delivering, to the other party, a written Notice of Dispute containing a sworn declaration by an authorized representative that the following statements are true:

- (1) That all grounds for dispute have been identified in the Notice of Dispute; and,
- (2) That the party has elected either to request consensual arbitration or to litigate the dispute; and,
- (3) That the party will take no steps for 60 days and will participate, during that time in reasonable "without prejudice" settlement discussions with the other party; and,
- (4) That the amount of the Claim referred to in the Notice of Dispute is final and will not be changed or added to in any subsequent arbitration.

The parties agree that the Notice of Dispute that does not contain such a sworn declaration is void and that the parties shall be bound by the Engineer's Decision.

The parties agree that, unless a Notice of Dispute contains a statement that the dispute is to be arbitrated immediately, no steps will be taken by either party to arbitrate the dispute until the date certified to be the date of substantial performance.

The arbitration shall be by a board of three members. Either party shall notify the other

party in writing of the name of the first party's appointee to the arbitration board. The recipient of the notice shall within 14 days inform the other party of the name of its appointee to the arbitration board. The two members, so selected, shall within 14 days of the appointment of the second of them appoint a third person, who shall be a lawyer, and who shall be the chair of the arbitration board, unless the parties to the dispute agree that the said chair need not be a lawyer.

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

- (1) The Owner and the Contractor so agree, and
- (2) The Owner and the Contractor agree upon the person to be appointed as sole arbitrator.

Either party may appeal from the arbitration award.

(b) Owner's Claims

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

52. SPECIFICATION EXPLANATION

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

53. SHOP DRAWINGS

The Contractor shall submit to the Engineer for review shop drawings for all equipment, fabricated items and materials and shall not incorporate any equipment, fabricated items or materials into the work prior to the Engineer's review of shop drawings. Shop drawings shall illustrate appropriate portions of the work showing fabrication, layout, setting and erection details, where manufacturers' standard schematic drawings, catalogue sheets, diagrams, schedules, performance charts, illustrations and other standard descriptive data are submitted they must be clearly marked to show the information that applies to this project including dimensions and clearances required, performance characteristics and wiring diagrams and controls.

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

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

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

54. FOSSILS, ETC.

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

INDEX TO SPECIFICATIONS

DESCRIPTION	PAGE NO.
1. SPECIAL NOTE	1
2. ITEMS OF WORK, SUPERVISION AND SCHEDULE	1
2.1. Approvals	1
2.2. Sediment Removal	1
2.3. Measurement and Payment	1
2.4. Addition of Water to the Sediment	2
2.5. Damage to Facilities	2
2.6. Haulage	2
2.7. Sediment Transfer	2
2.8. Sediment Spreading	2
2.9. Supervision of Removal of Sediment	2
2.10. Alternative Sediment Removal Strategies	3
2.11. Load Verification	3
2.12. Metal Concentrations	3
2.13. Normal Work Hours	3
2.14. Estimated Quantity of Sediment	4
2.15. Spills and Complaints	5
2.16. Schedule of Work	5
2.17. Traffic Control and Detours	6
2.18. Site Drainage and Erosion Control	6
2.19. Use of Private Property	6
2.20. Dust Control	7
2.21. Public Relations and Notices	7
2.22. Project Meetings	7
2.23. Contingency Allowance / Schedule of Additional Unit Prices	7
2.24. Truck Haul Routes	8
2.25. Preservation, Protection and Support of Utilities	8
2.26. Environmental Protection	9
2.27. First Aid Equipment	9
3. APPROVAL REQUIREMENTS	9
3.1 Regulatory Approvals for Sediment Utilization on Agricultural Lands	9
3.2 MOECC Organic Waste Management System Certificate	9
3.3 Contractor Submissions	10
3.4 Contingency Plan	10
3.5 Proof of Certificate of Approval	10
3.6 Contractors Agreement with the Owner of the Disposal Area if the Contractor is not the Owner	10
3.7 Method and Site Identification	11
4. EQUIPMENT	11

SPECIFICATIONS

1. SPECIAL NOTE

These Specifications serve to supplement and/or amend, the Standard Specifications, Ontario Provincial Standard Specifications and Standard Drawings, the plans, the General Conditions, and Information to Bidders.

2. ITEMS OF WORK, SUPERVISION AND SCHEDULE

2.1. Approvals

The Contractor shall acquaint himself with the analytical results of the sediment (also known as sewage biosolids or sludge) presented in **Appendix A**, shall locate suitable disposal area(s), and shall obtain all necessary approvals for the removal, haulage and spreading or for removal, dewatering, haulage and disposal of the sediment or any and all approvals that may be required for other methods of removal and disposal that the Contractor proposes. The Contractor must make arrangements to utilize agricultural land or a disposal site for disposal of the removed sediment.

2.2. Sediment Removal

The Contractor shall examine the site and familiarize himself adequately with the terrain, and road conditions, slopes, depths, lagoons, and quality of biosolids that are to be removed. The Contractor shall set up temporary loading facilities as may be required in the lagoon or otherwise, in such a manner as to remove sediment at the desirable rate with minimal damage to the embankment, slopes, bedding, pipes and other appurtenances or roadways.

2.3. Measurement and Payment

The lump sum price shall be compensation in full for the supply of all labour, materials and equipment to complete the following:

- Contacting all farmers/land owners and making all arrangements for use of land.
- List of farmland which utilized the sediment removed from McGregor Lagoon Cell No. 1 are provided in Appendix A. This list is for information only. The farmland on this list may not be available for utilizing the sediment removed from McGregor Lagoon Cell No. 2.
- Obtain all necessary approvals and permits for the hauling and disposal of sediment including all required soil testing.
- Reports to OMAFRA, MOECC, the Engineer and the farmers.
- Drain off any rain and/or ground water and pump out of lagoon cell pond including the construction of temporary dykes to isolate areas.
- Collection of sediment in the cell bottom including digging sump(s) if needed and later backfilling with native material.
- Removal and loading of sediment into trucks.
- Hauling and disposal of sediment on approved farmland or at approved disposal sites.
- The cost to repair or make good any damage done by the contractor to berms (including grass restoration), chambers, underground pipes, roadways (including the access road at the site) and any other appurtenances as a results of this project.

- Clean-up and other work necessary to complete the scope of work.

2.4. Addition of Water to the Sediment

The addition of water to facilitate the loading and/or unloading of the sediment shall not be permitted.

2.5. Damage to Facilities

The Contractor is responsible to pay for the cost of repair or to make good any damage done by the Contractor to berms, chambers, underground pipes, roadways and other appurtenances in the facility, as a result of removal and haulage of biosolids.

The Contractor shall include a price in the Form of Tender for repair and or reinstatement of these facilities listed above, that may be damaged during the course of the works.

2.6. Haulage

The Contractor shall provide haulage trucks for the removal of the sediment to the agricultural field or disposal site as required. These trucks shall be appropriately fitted with loading/off-loading facilities and conform to the requirements of the relevant motor traffic ordinances. The Contractor shall provide proof of the capacity of each truck or tanker to be used to haul the sediment. It is a requirement that prior approval be obtained for the haulage system and for the application system by the Contractor from each of the following bodies; OMAFRA, MOECC, MTO and the local municipal authorities.

2.7. Sediment Transfer

The Contractor shall make provision for the transfer of sediment from the tanker to the spreading vehicle, if applicable. The Contractor may utilize a transfer tank as a temporary holding tank or may transfer the sediment directly from the haulage vehicle to the sediment spreading applicator. In any case, the method used should be approved by the Owner/the Engineer and regulatory agencies.

2.8. Sediment Spreading

Where the method of sediment disposal by spreading on agricultural fields is being employed, the Contractor shall apply the sediment removed from the lagoon to the predetermined fields strictly in accordance with the terms of the approvals from regulatory agencies (OMAFRA and MOECC). The preferred method of application on agricultural land is by direct injection, but in any case shall conform to the conditions specified in the permits/ approvals granted by regulatory agencies.

2.9. Supervision of Removal of Sediment

The removal of sediment from the facility shall be supervised by the Owner/the Engineer for the purpose of checking and recording the frequency and amounts of sediment loaded and hauled. The Contractor shall, at all times, immediately comply with the lawful instructions of the Owner/the Engineer in relation to the services of this Contract. Trucks must be loaded during regular working hours unless directed or agreed to by the Owner/the Engineer. Arrangements for the truck-tank loading are to be approved by the Owner/the Engineer.

2.10. Alternative Sediment Removal Strategies

The Contractor may use alternative strategies to remove the sediment from the lagoon cell provided such alternative strategy is well defined in the Tender submission and such strategy is approved by the Owner/the Engineer and regulatory agencies beforehand. The price contained in the Tender for removal and disposal of sediment shall include all cost associated with the removal and disposal of the sediment for the applicable strategy. The Contractor cannot claim extras for work that may arise that should have been reasonably foreseen by him in order to undertake the work in the manner he had proposed and upon which he based his Tender.

2.11. Load Verification

The haulage shall be verified by the Owner/the Engineer's representative utilizing the load indicator on each truck. When other methods of sediment removal and disposal are proposed, the Contractor shall provide appropriate means to measure the volume of sediment removed. The method of measuring or verifying the quantity removed must be approved by the Owner/ the Engineer prior to commencement of sediment haulage. The appropriate quantities are to be entered in the prior approved format in the sediment haulage log and certified by both the Contractor (and his representative) and by the Owner's representative.

The Owner/the Engineer reserve the right to stop the Contractor's vehicles anywhere on the facility for purpose of inspecting the loads. If and when requested to do so by the Owner's representative or the Engineer, the operator of a haulage truck may be required to open the lowest discharge valve of the truck-tank before loading any sediment from the facility.

2.12. Metal Concentrations

The biosolids/sediment from the cells is classified as aerobic-anaerobically stabilized sediment. This sediment contains a substantial amount of phosphorus and available nitrogen, which are valuable to agriculture.

However, the use of this aerobic-anaerobic stabilized sediment can be restrictive due to its metal concentrations.

Results of metal concentration determination for the sediment/biosolids contained in the cells are shown in **Appendix A**. The lagoon comprises three cells identified as Cell #1, Cell #2 and Cell #3. The cell to be cleaned is Cell #2, the middle cell. Cell #1, the east cell, was cleaned in 2008. The results are for samples taken on May 07, 2007 in both Cell No.1 & No.2. These analytical tests were conducted by Lakefield Research Limited located at 185 Concession Street, Lakefield, Ontario. Samples were taken at several locations in each of the lagoon cells (i.e. Cell No.1 & Cell No.2) and a composite sample was made up for testing for each cell. The results for each cell are presented in Appendix A.

The Contractor shall comply with Ontario Regulations 267/03 and 338/09 requirements and the MOECC Guidelines for the Utilization of Biosolids and Other Waste on Agricultural Land.

2.13. Normal Work Hours

With the exception of unforeseen emergency conditions, the loading of biosolids shall be conducted during the daylight hours starting at 7:30 a.m. to sunset each weekday. Longer hours of work may be allowed with the prior approval of the Engineer and the Town. Work on

Saturdays and Sundays shall only be undertaken with prior approval from the Engineer and the Town.

2.14. Estimated Quantity of Sediment

The lagoon cell which is to have the sediment removed is McGregor Sewage Lagoon Cell No. 2 (East Cell) of approximate water surface area of 3.6 ha and the volume of sediment to be removed is estimated to be approximately 12,000 m³ at a minimum average solids concentration of 8%. The volume of the sediment in Lagoon Cell No. 2 is estimated from the sediment thickness mapping results dated May 2007 from Lagoon Cell No. 2.

The sediment thickness mapping is provided in **Appendix D**. Several drawings of the McGregor Sewage Lagoons showing the layout and sections of the cells are included in this tender document (see list of drawings). These drawings are extracts from the original as constructed drawings by Kleinfeldt Consultants Limited (1982) and the more recent drawings showing the upgrades by Henderson, Paddon & Associates (1999). Full sets of these drawings can be made available if required at the Town's offices at 512 Sandwich Street South.

This estimate of sediment volume is provided only as a guide to prospective Bidders and the Owner does not warrant or guarantee in any way a maximum or minimum amount of sediment to be removed, hauled or disposed nor does the Owner warrant or guarantee a maximum or minimum solids content in the existing sediment in the lagoon cell.

The final volume to be removed shall be determined by the Owner. The Contractor shall be paid at the unit rate tendered irrespective of the final volume removed. The quantity of sediment in Lagoon Cell No. 2 shall be surveyed and quantified by the Contractor, OCWA and the Owner/the Engineer by the following procedure:

- .1 Take Lagoon Cell No.2 out of service, drain and dry the cell;
- .2 Determine top elevation of sediment by taking measurement from the deck of a dozer with a measuring rod. The depth of sediments is also measured directly by taking measurement from the deck of a dozer with a measuring rod at the same time;
- .3 Calculate sediment depths from the difference between top elevation and bottom elevation obtained from as-built drawings;
- .4 The measured sediment depth will be verified by the calculated depths, which are estimated from the difference between top elevation and bottom elevation obtained from as-built drawings;
- .5 If there is any discrepancy between the sediment depths obtained from direct measurement and calculated, the method of measurement of the pay quantity for the sediment removed will be based on the sediment depth calculated from the measured top elevation of sediment layer and bottom elevation obtained from as-built drawings.
- .6 Finalize sediment volume for tender documents
- .7 Sediment total removed shall be converted into dry metric tons based on the finalized sediment volume and average solids concentrations measured during the period between July 2013 and October 2013.

The Contractor shall provide the equipment and labours for the above measurement at no extra cost. The number of trucks leaving the site may be counted during the sediment removal. However, the method of measurement of the pay quantity should be based upon dry metric tons of sediment removed.

2.15. Spills and Complaints

Notification: The Contractor shall take all reasonable care to prevent any spillage of the sediment during the course or the works. The Contractor shall be responsible for notification of a spill to the Ministry of the Environment as defined in the Environmental Protection Act as soon as is reasonably possible. The Contractor shall also inform the Engineer and the Owner immediately thereafter following the report of the spill to the Ministry.

Immediate Action: In the event of a spill, the Contractor shall accept all responsibility and proceed with the immediate clean-up of the area, including the elimination or amelioration of any adverse effects to the satisfaction of the MOECC or any person or body having jurisdiction. In addition, the Town/Engineer may undertake or arrange for whatever cleansing, including the elimination or amelioration of any adverse effects it deems necessary and recover costs associated with such action from the Contractor.

Contractor's Employees: The Contractor shall provide his employees who will be performing sediment haulage with proper uniforms and spills cleanup equipment. Uniforms may consist of coverall type garments complete with an easily locatable and legible tag identifying the Contractor. The Contractor shall ensure that safety and spills clean-up equipment is readily available for use at any site and that his employees are proficient in the operation of clean-up equipment and procedures. The Contractor shall be responsible for informing employees of and for complying with all applicable requirements of the Environmental Protection Act and the Ontario Health and Safety Act and regulations made thereunder.

2.16. Schedule of Work

The reasonable window for sediment removal shall comply with the requirements specified herein, O. Reg. 267/03 and 338/09. The Contractor would include in his proposal the time period within this window that he proposes to undertake the work. Before the lagoon cell is made available to the Contractor, the cell will be drained. Normally there is a layer of water overlying the sediment layer in the cell. OCWA shall prepare the cell for sediment removal by draining off as much of this water as is practical.

The period of time for which the lagoon cell will be available for sediment removal depends on the volume of incoming sewage and the levels existing in the other connected cell. At all times, the availability of sufficient retention volume to accommodate influent flows is of paramount importance. The amount of precipitation also may influence the length of the available sediment removal periods. For example, an extended period of high precipitation may significantly shorten the time frame for the sediment removal operations and conversely, lower precipitation may allow sediment removal operations for longer periods. The Contractor will take these factors into consideration when determining the manpower and equipment requirements to ensure that sufficient resources are available to remove all the sediment within the available time frame.

Another consideration is related to the method of sediment disposal selected: If the decision is taken to spread the sediment on agricultural lands, then the precise period of spreading will be dependent on the current land use of the site proposed. For example, certain farming practices require specific spreading periods and intervals, rates etc. The Contractor would need to take this into consideration in selecting the disposal site and in proposing a time schedule for carrying out the works.

2.17. Traffic Control and Detours

- .1 Comply with requirements of Clause 23 of the General Conditions except as modified herein. Bidders are reminded of the requirements of the Occupational Health and Safety Act pertaining to Traffic Protection Plans for Workers and Traffic Control Plan for public safety.
- .2 The Contractor shall, without notice or order from the Engineer, at his own expense, provide, erect and maintain adequate traffic protection signs, barricades and lights in accordance with the most recent edition of Ontario Traffic Manual Book 7, published by the Ministry of Transportation to ensure safety to the public, and the smooth flow of traffic.
- .3 He shall designate an employee to be responsible for the protection devices at night and non-working days and all lights shall be kept burning from sunset to sunrise. The Contractor shall be responsible for all accidents or expenses arising by reason of neglect or failure to comply with this clause and shall indemnify the Owner and Engineer against all claims.
- .4 Maintain at least one lane of traffic at all times on all roads and use flag persons whenever traffic is restricted to one (1) lane.
- .5 Notify and obtain permission from the Town prior to crossing any roadway.
- .6 Provide access to private properties, buildings, driveways, lanes, etc. at all times.
- .7 All traffic control signs are to be set up in accordance with Ontario Traffic Manual Book 7 – Temporary Conditions. All highway "Regulatory" traffic control signs as defined in the Highway Traffic Act that are disturbed are to be replaced or reinstated immediately.
- .8 Promptly clean mud or other debris from public roadways caused by the Contractor's operation; failure to clean roadways will be sufficient cause for the Engineer to stop work until this requirement is complied with.

2.18. Site Drainage and Erosion Control

- .1 The Contractor shall maintain the flow from all ditches, sewers, private drain connections and catch basin leads during the construction of the works. The Contractor shall be prepared to pump, divert or find other means of maintaining flows during construction.
- .2 The Contractor shall not allow sediment from the work to enter water courses, drainage ditches, storm sewers or surrounding lands.

2.19. Use of Private Property

The Contractor shall assume full responsibility for crossing or making use of private property. Before the Contractor or any of his subcontractors makes use of any private property for any purposes, he shall first submit to the Engineer a copy of a written agreement granting permission by the owner of the property.

2.20. Dust Control

The Contractor will be responsible for dust control within the contract limits and along access routes. No additional payments will be made to the Contractor for water and/or calcium chloride required for dust control.

2.21. Public Relations and Notices

- .1 The Contractor shall appoint a competent representative to receive and deal with any complaints from the public in regard to safety, protection of traffic, condition of road surface along line of work, or nuisances on account of work.
- .2 Inform the Engineer, Town and local police of name and contact information of the public relations representative immediately after date of order to commence work.
- .3 Deal promptly with all complaints received and carry out remedial actions to prevent further complaints.
- .4 Give adequate notice of schedule (timing and location) of movement of materials, construction activities, maintenance and repairs to affected owners and occupants of properties adjacent to work areas.
- .5 Notify Engineer immediately of any complaints of damage to property or personal injury.
- .6 Notify Engineer as soon as possible of action taken in respect to any complaints and outcome of such actions.

2.22. Project Meetings

The Contractor shall attend any and all project meetings scheduled by the Engineer.

Representatives of the Contractor attending meetings should be thoroughly informed and knowledgeable with respect to proposed topics of discussion and authorized to act and make commitments with respect to matters agreed to at the meeting.

A preconstruction meeting shall be held at a site designated by the Engineer. Notice will be given in writing at least two days before the date of the meeting. The purpose of this meeting is to:

- Identify and introduce personnel;
- To discuss communication requirements between parties;
- To discuss contract procedures and proceeding of field discussions, submittals, change orders and applications for payment; and
- To discuss any other matters that may have arisen.

Construction site meetings will be held approximately every two weeks or as required by the Engineer at a location to be determined.

2.23. Contingency Allowance / Schedule of Additional Unit Prices

The Contingency Allowance in the Schedule of Items and Prices in the Tender Form is

provisional and marked with an asterisk (*) next to the item number.

A breakdown of the Contingency Allowance is to be provided by the Bidder under the Schedule of Additional Unit Prices. The Town reserves the right to authorize all, part or none of the work listed under the items in the Schedule of Additional Unit Prices. Bidders shall consider this when preparing their unit prices. No claims will be entertained for extras from the Contractor, should the Town authorize all, part or none of the work listed under the Schedule of Additional Unit Prices.

No work should proceed including the ordering of materials on the items in the Schedule of Additional Unit Prices without the Engineer's instructions to do so.

2.24. Truck Haul Routes

- .1 Confine trucking operations to the routes permitted by the appropriate road authorities.
- .2 The road authorities may impose load restrictions on their roads including the truck haul routes at any time as they may deem necessary and/or by the By-laws. The Contractor shall comply with these conditions.
- .3 The Contractor shall not be entitled to any compensation for loss due to additional trucking operation and construction activities as a result of the load restrictions imposed by the road authorities.
- .4 No extension of time for completion will be allowed for any delay caused by the load restrictions imposed by the road authorities.

2.25. Preservation, Protection and Support of Utilities

- .1 Carefully examine the site of the work and the drawings to determine the location of buried and aboveground utilities. The unit prices for the various items shall include all costs for temporary and permanent protection and support of these utilities and no consideration will be given for additional payment for so doing. In particular, the Contractor shall be responsible for arranging with the appropriate utility for the temporary removal of guy wires and temporary support of poles necessary for sediment removal work. Any costs for this work by the Contractor or the utility should be included in the price for sediment removal.
- .2 Contact all utility companies and arrange for field locations to be made prior to commencing construction and make arrangements to protect the utilities or plant in accordance with the requirement of that utility.
- .3 Provide equipment and workmen to excavate and locate utilities as necessary.
- .4 Liaise and consult with the Union Gas Co. to locate the existing gas mains.
- .5 The Contractor is required to give 72 hours' notice to Union Gas for field location of its gas mains.
- .6 Attend all meetings and liaise with all utility companies as requested by the Engineer.

- .7 Scheduling of the work will take into account the requirements of any utility company if it requires removal or relocation of any of its plant.
- .8 Pay for and be responsible for making good any damage to any utility caused by the unauthorized actions of the workmen, sub-contractors or any persons engaged on the work.

2.26. Environmental Protection

- .1 Do not remove any trees, bushes or shrubs, except where required and only with the prior consent of the Engineer.
- .2 Do not burn wood, brush, trash or debris. Haul away and dispose of all construction materials and equipment immediately after completion of the work.
- .3 Provide proper vehicles and equipment at all times. Keep all vehicles in a good state of repair with properly functioning mufflers, exhaust pipes and factory equipment in good operating condition.
- .4 Avoid damage to property and environmental destruction in all locations.
- .5 Do not kill any wildlife species of any kind.
- .6 Provide for ongoing flow of water in the drains at all times. Do not stop up or close off any portion of the drains for any reason unless proper bypass or pumping facilities have been provided to ensure its ongoing operation. Approval from the Engineer must be obtained before stopping or closing off any portion of the drain.

2.27. 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 Workmen's Compensation Act.

3. APPROVAL REQUIREMENTS

3.1 Regulatory Approvals for Sediment Utilization on Agricultural Lands

Before land application of sediment removed from Lagoon Cell No. 2, approval is required for the application site and the hauling. The site must receive regulatory approvals in accordance with the Nutrient Management Act 2002 and O. Reg. 267/03. No sediment removal shall be permitted without all necessary approvals obtained by the Contractor.

3.2 MOECC Organic Waste Management System Certificate

In addition to the approval from the OMAFRA in accordance with the Nutrient Management Act 2002 and O. Reg. 267/03, the Contractor must obtain an Organic Waste Management System Certificate to transport the waste material to the land application site.

It is the responsibility of the Contractor to obtain all the necessary approvals. The costs associated with these approvals are expected to be included in the tender price.

3.3 Contractor Submissions

The Contractor is responsible for the preparation and submission of a detailed application for approvals in accordance with the Nutrient Management Act 2002, O. Reg. 267/03 and any other applicable regulations. The required details and further information can be obtained from both the OMAFRA and MOECC local offices. The Contractor shall comply with the requirements of the Nutrient Management Act (2002), O. Reg. 267/03, O. Reg. 338/09, and MOECC Guidelines for the Utilization of Biosolids and Other Wastes on Agricultural Land.

3.4 Contingency Plan

The successful Bidder shall be required to submit a satisfactory contingency plan that addresses alternatives in event of any of the following occurrences:

- .1 delay of approvals;
- .2 unavailability of approved utilization sites when required;
- .3 unavailability of sufficient haulage or application equipment when required due to equipment breakdown;
- .4 improper application or spillage of waste;
- .5 employee illness, strike;
- .6 removal of vehicle from road by Ministry of Transportation; and
- .7 unsuitable weather conditions.

The contingency plan shall be submitted before the signing of the contract agreement.

3.5 Proof of Certificate of Approval

Haulage of sediment will not be permitted to commence until the Owner/the Engineer is satisfied that all the necessary approvals have been obtained and the Owner/the Engineer is in receipt of copies of all the required approvals.

3.6 Contractors Agreement with the Owner of the Disposal Area if the Contractor is not the Owner

The Contractor shall submit to the Owner/Engineer, in addition to copies of the Certificates of Approvals, a copy of the signed agreement between the Contractor and the owner of the agricultural land on which the sediment is to be disposed. In addition the Town/Engineer may require proof of ownership of the fields to be submitted.

The lagoon cell shall not be released to the Contractor until the Contractor has submitted a copy of this agreement to the satisfaction of the Town/Engineer.

The Contractor shall completely indemnify the Corporation of the Town of Amherstburg and the Engineer from any liability arising from loss or damage to the owner of the disposal area or to any other party caused as a result of the actions of the Contractor pertaining to this Contract.

3.7 Method and Site Identification

Sediment shall not be applied to any land used for utilization of waste biosolids or liquids from septic tanks and industries other than farming. Each site shall receive sediment only from the facility for which analysis has been done and for which approval has been obtained. In the event that more than one site is approved for application within one property boundary, appropriate markings shall be done by the Contractor. Marking can be made with wooden stakes or with markers on fences.

4. EQUIPMENT

4.1 Tank Capacity

The tank capacity of each vehicle intended for use in hauling sediment must be stated in advance by the Contractor. The Contractor shall be required to provide satisfactory proof of the tank capacity.

4.2 Land Application Equipment

Where the method of sediment disposal by spreading on agricultural fields is being employed, the land application equipment must be capable of spreading sediment evenly over a distance of 1.5 times the width of the spreading vehicle. Vehicles with pressurized tanks are preferred for spreading the biosolids. In any case, the method and rate of spreading are expected to form part of the Waste Management System Certificate obtained from the MOECC.

4.3 Other Materials in Tanks

The Contractor shall immediately notify the Engineer and the MOECC if a tank to be used for containing the sediment has contained any other material. The Contractor must obtain clearance from the MOECC and the Engineer before proceeding to use such tank for containing the sediment as part of this Contract.

4.4 Use of Roads

The Contractor shall ensure the safety and due convenience of other users of all roads when hauling the sediment from the facility to the utilization site and shall abide by all applicable rules of the road.

Prior to commencing the haulage, the Contractor shall notify the Town of the intended route from the facility to the utilization site and shall have the agreement of the Town for this or other alternative routes if applicable. The Contractor shall comply with all local requirements specified by the Town with respect to haulage.

The Contractor shall avoid the use County Roads or Provincial Highways in the haulage of the biosolids. Should the Contractor propose to use County Roads or Provincial Highways, he shall obtain approval to do so from the relevant authorities beforehand, and to the satisfaction of the Owner and the Engineer. Any damage that may arise as a result of the works by the Contractor pertaining to this contract shall be the responsibility of the Contractor.

The route should also form part of the Waste Management System Certificate issued by the MOECC.

The Contractor shall take every precaution to avoid any damage to roads owned by the Town of Amherstburg. His unit price for removal, haulage and disposal of the biosolids shall include the repair and or reinstatement of roads owned by the Town of Amherstburg that may be damaged as a result of the work.

4.5 Soundness of Haulage Equipment

Trucks, truck-tanks and trailers must be kept clean and in good mechanical condition and road worthiness. Truck-tanks and accessories shall be watertight. End caps are to be properly secured onto all vehicle discharge pipes or valves to prevent leaks, drips or spillages. Loading hatches are to be properly bolted or clamped to prevent leaks, drips or spillages. A ladder shall be attached to each tank close to the inspection and loading hatch. Verification of satisfactory inspections by MTO shall be provided to the Town/Engineer when requested.

The appearance of each vehicle should be such that it is readily identifiable. Each shall be placarded and numbered, preferably painted in a uniform colour. The capacity of each tank should be clearly written in gallons or cubic meters or cubic feet.

4.6 Communications

All trucks shall be equipped with either a cellular telephone or two-way radio connected to a base station which is attended and equipped with a telephone while work is being carried out. All work places equipped with a telephone shall have a list posted with the telephone numbers of the District Office, the Spills Action Centre (SAC), the Compliance Advisor/Utilization Coordinator and the Operations Manager of the facility. The communications system shall be configured such that the listed telephone numbers can be reached within five (5) minutes of a call being made from a vehicle.

4.7 Storage Tank/Transfer Tank

Should storage facilities be utilized, the Contractor should indicate storage capacity and specify the kind of vessel that is to be used. It is preferable that the temporary storage or transfer tank should be located in the spreading field so that slight spillages would not be detrimental and the tank should have facilities for monitoring its level and for completely draining the tank.

4.8 Capacity of Hauling and Spreading Units

Where the method of disposal is by spreading on fields, the Contractor shall utilize self-propelled sediment application units and injection units. The capacity of the hauling and spreading units should be sufficient to haul and spread the estimated volume of sediment within the time allowed. The Contractor shall be prepared to haul and spread at an average rate of not less than 400 m³/day.

4.9 Flotation Tyre Type Vehicle/Unit

Where the method of disposal is by spreading on fields, the Contractor should have available at least one of the self-propelled sediment application units with floatation tyre type. This type of vehicle may be required during periods of wet conditions or when other field conditions require it. The flotation tyre type vehicle should not have a ground contact pressure greater than 104 kPa (15 psi) in order minimize soil compaction.

APPENDIX 'A'

A.1 ENVELOPE 1 COVER

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

Envelope 1 shall contain:

- Bid Bond, as specified in Clause 8 - Bid Bond of the Information to Bidders

SUBMITTED BY:

**TENDER
ENVELOPE 1**

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

ATTENTION: **CLERKS DEPARTMENT**

PROJECT: **McGREGOR LAGOON SYSTEM
SEDIMENT REMOVAL FROM LAGOON CELL NO. 2
PWD-SW-12-05**

CLOSING: **(CLOSING DATE)
(CLOSING TIME)**

THIS PORTION TO BE COMPLETED BY TOWN OF AMHERSTBURG

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

APPENDIX 'B'

B.1 ENVELOPE 2 COVER

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

Envelope 2 shall contain:

- T-1 - Contractor Identification Sheet
- T-2 to T-3 - Tender Price
- T-4 – Additional Pricing for Alternative Sediment Removal Strategies
- T-5 to T-6 – Schedule of Additional Unit Prices
- T-7 – Signature and Seal of Proponent
- T-8 - Bonding
- T-9 - Contractor Qualifications and Experience
- T-10 to T-11- References
- T-12 - Project Team & Subcontractors
- T-13 - Proposed Desludging Method to be Utilized on this Contract
- T-14 - Acknowledgement of Tender Documents Received by Bidder and Addenda
- T-15 - Acknowledgement if Only One Tender is Received

Found in the Form of Tender.

SUBMITTED BY:

**TENDER
ENVELOPE 2**

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

ATTENTION: CLERKS DEPARTMENT

**PROJECT: MCGREGOR LAGOON SYSTEM
SEDIMENT REMOVAL FROM LAGOON CELL NO. 2
PWD-SW-12-05**

**CLOSING: (CLOSING DATE)
(CLOSING TIME)**

THIS PORTION TO BE COMPLETED BY TOWN OF AMHERSTBURG

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

APPENDIX 'C'

C.1 TOWN OF AMHERSTBURG'S 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 'D'

- D.1 LABORATORY TEST RESULTS**
- D.2 SEDIMENT THICKNESS MAPPING RESULTS**
- D.3 LIST OF FARMLAND UTILIZING SEDIMENT REMOVED FROM MCGREGOR LAGOON CELL NO. 1**



Works #: 110002096
Project : PO#017018

3 Lakefield Research Limited
4300 - 185 Concession St.
J - Ontario - K0L 2H0
Tel: 705-652-2038 FAX: 705-652-6441

3WA-Amherstburg (McGregor Lagoon)
Contact: Harvey Stright rbudway@ocwa.com; hzhao@ocwa.com

Thursday, May 24, 2007

Date Rec. : 08 May 2007
LR Report: CA12248-MAY07

3 Front Rd. N
Amherstburg, ON
N0V 2V5,

Copy: #3

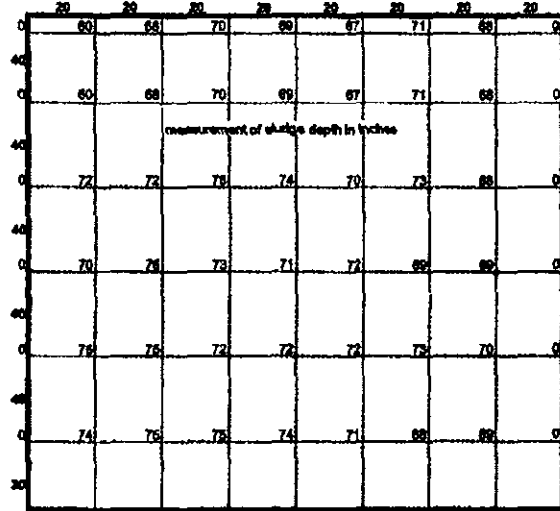
3 Tel: 519-736-5447
3 Fax: pdf-ID Plant

CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Approval Date	4: Analysis Approval Time	5: Cell Cell1-Cell 1 Contents Sludge	6: Cell Cell2-Cell 2 Contents Sludge
Sample Date & Time					07-May-07	07-May-07
Temperature Upon Receipt [°C]	---	---	---	---	16.0	16.0
pH (no unit)	09-May-07	11:40	10-May-07	12:30	7.08	7.21
Total Solids [mg/L]	10-May-07	08:38	24-May-07	08:54	45900	50700
TS ASH [mg/L]	10-May-07	08:38	24-May-07	08:54	37700	42600
TS LOI [mg/L]	10-May-07	08:38	24-May-07	08:54	8170	8150
T. kjeldahl Nitrogen [as N mg/L]	09-May-07	21:30	15-May-07	21:32	813	502
Ammonia+Ammonium (N) [mg/L]	08-May-07	15:54	09-May-07	15:24	58.5	26.4
Nitrite as N [mg/L]	10-May-07	16:24	14-May-07	15:27	< 0.3	< 0.3
Nitrate as N [mg/L]	10-May-07	16:24	14-May-07	15:27	< 0.3	< 0.3
Nitrite+Nitrate as N [mg/L]	10-May-07	16:24	14-May-07	15:27	< 0.3	< 0.3
Arsenic [mg/L]	10-May-07	12:06	11-May-07	11:28	0.6	0.5
Cadmium [mg/L]	10-May-07	12:06	11-May-07	11:28	0.13	0.06
Cobalt [mg/L]	10-May-07	12:06	11-May-07	11:28	0.82	0.56
Chromium [mg/L]	10-May-07	12:06	11-May-07	11:28	2.7	2.0
Copper [mg/L]	10-May-07	12:06	11-May-07	11:28	11	2.8
Mercury [mg/L]	11-May-07	07:00	11-May-07	10:28	0.015	0.004
Potassium [mg/L]	10-May-07	12:06	11-May-07	11:28	180	140
Molybdenum [mg/L]	10-May-07	12:06	11-May-07	11:28	0.5	0.2
Nickel [mg/L]	10-May-07	12:06	11-May-07	11:28	2.9	1.7
Phosphorus [mg/L]	10-May-07	12:06	11-May-07	11:28	470	280
Lead [mg/L]	10-May-07	12:06	11-May-07	11:28	2.0	0.8
Selenium [mg/L]	10-May-07	12:06	11-May-07	11:28	< 0.3	< 0.3
Zinc [mg/L]	10-May-07	12:06	11-May-07	11:28	18	5.6

CELL # 1



Average measurement: 71.23 inches
 Average sludge thickness: 0.28 metres

Cell #1 Water level 4.0 cm below overflow level corresponding to a water depth of 2.00 m

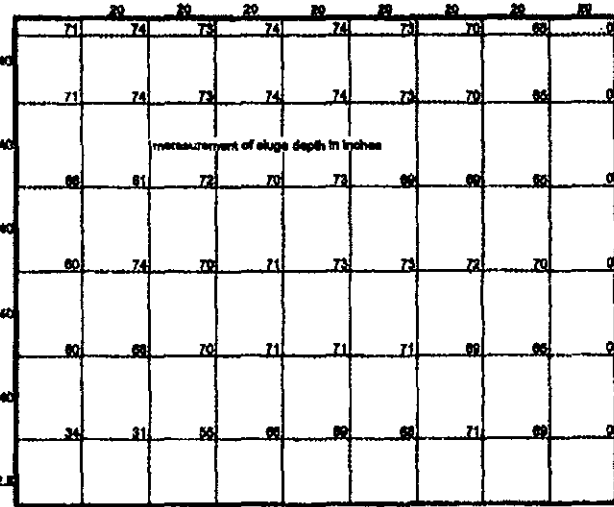
07-May-07	72.75	73	73	73	73	73	73	73	73
0	0.535	0.3328	0.282	0.3074	0.3682	0.2568	0.3328	0.3328	0.3328
40	334.9357	347.52	245.82	235.76	288.24	245.82	238.78	202.8801	2114.608
80	0.535	0.3328	0.282	0.3074	0.3582	0.2568	0.3328	0.3328	1226.137
120	235.0271	173.76	122.96	117.88	133.12	122.96	117.88	202.8801	524.4
160	0	92.48	72.16	82	82.48	97.56	107.72	0	873.504
200	0.2312	0.2312	0.1299	0.1804	0.282	0.2058	0.3328	0.3328	570.12
240	154.8087	92.48	72.16	82	92.48	97.56	107.72	184.4853	873.504
280	0	82.32	87.08	92.48	97.56	107.72	122.96	0	570.12
320	0.282	0.1299	0.2058	0.2568	0.2312	0.3074	0.3074	0.3074	873.5096
360	130.8864	82.32	87.08	92.48	97.56	107.72	122.96	178.4632	508.16
400	0	82	77.24	92.48	92.48	87.4	97.56	0	873.4745
440	0.158	0.158	0.2312	0.2312	0.2312	0.2058	0.282	0.282	529.48
480	99.85128	82	77.24	92.48	92.48	87.4	97.56	178.4632	874.1784
520	0	87.08	82	87.08	87.4	117.88	128.04	0	529.48
560	0.1804	0.185	0.185	0.1804	0.2568	0.3328	0.3074	0.3074	874.1784
600	77.48936	96.5952	89.28	96.5952	125.856	169.7472	184.3176	134.2856	
640									
680									
720									
760									
800									
840									
880									
920									
960									
1000									

Cell #1
 Estimated Volume of Sludge: 8888
 Add 10% = 9887.8
 cu metres

Blue = sludge Vol
 Red = sludge thickness (m)

Volume = 8888.827

Cell # 2



Average measurement: 67.30 inches
 Average sludge thickness: 0.28 metres

Cell # 2 Water level 11.0 cm below overflow level corresponding to a water depth of 1.99 m

07-May-07	72	73	73	73	73	73	73	73	73
0	0.1868	0.1104	0.1358	0.1104	0.1104	0.1358	0.212	0.338	0
40	97.13052	118.8	98.48	98.48	88.32	98.48	138.12	220.4	909.2106
80	0.1868	0.1104	0.1358	0.1104	0.1104	0.1358	0.212	0.338	548.8878
120	117.8478	89.4	48.24	49.24	44.16	48.24	89.58	110.2	690.12
160	0	140.88	120.36	74.84	89.58	74.84	84.96	115.28	884.9636
200	0.2824	0.4408	0.1812	0.212	0.1358	0.2374	0.2374	0.338	512.32
240	194.8636	140.88	120.36	74.84	89.58	74.84	84.96	115.28	785.3021
280	0	115.28	84.48	79.72	84.48	54.32	89.4	74.84	869.8
320	0.466	0.1104	0.212	0.1868	0.1358	0.1358	0.1812	0.212	1123.073
360	252.9821	115.28	84.48	79.72	84.48	54.32	89.4	74.84	1391.16
400	0	145.76	94.96	79.72	74.84	74.84	84.8	115.28	2487.320
440	0.466	0.2828	0.212	0.1868	0.1868	0.1868	0.2374	0.338	
480	483.2736	148.76	94.96	79.72	74.84	74.84	84.8	115.28	
520	0	485.8	359.12	181.32	110.2	100.04	89.88	84.8	
560	1.1284	1.2026	0.582	0.3136	0.2374	0.2628	0.1868	0.2374	
600	483.1272	871.8836	817.1328	281.1008	198.888	144.0576	129.4272	122.112	
640									
680									
720									
760									
800									
840									
880									
920									
960									
1000									

Cell # 2 Estimated Volume + 10% = 19835.18 cu metres

Volume = 10031.99

Schedule "C"

Biosolids Spreading Operation Data Sheet

Date: July 3, 2008

Certificate of Approval #: 5-4050-01

Site Number: KUTZ FARM SITE #1

Location: 2514 COUNTY ROAD 12, PT LOTS 16 & 17, CON NMR, ESSEX TOWNSHIP

Owner/Lessee/Tenant: MIKE GAGNON - GAGNON FARMS

Total area of Site: 61.7 (ha)

Application rate of Biosolids: 8 dry tonnes/ha (m3/ha)

CONSTRAINTS AND APPLICATION RATE DURING DRY FIELD CONDITIONS:

Usable area of Site: 55.6 (ha)

Major Constraints: none

Total amount of Biosolids to be applied: 444.8 (m3)

SEASONAL CONSTRAINTS AND APPLICATION RATE DURING WET FIELD CONDITIONS

Usable area of Site during wet weather or wet field conditions: N/A (ha)

Seasonal constraints: no winter spreading

Total amount of Biosolids to be applied during wet weather or wet field conditions: none

I certify that I have inspected the above site and that it complies with the standards specified in the Guidelines. I recommend that this site be approved as an Organic Soil Conditioning Site under Provisional Certificate of Approval No. 5241-4JCL56

Sean McLaughlin
The Company Biosolids Manager or their designate

I approve of the addition of this Organic Soil Conditioning Site to Schedule "B" of the Provisional Certificate of Approval No. 5241-4JCL56 No sludge shall be applied to this site beyond July 17/2013

The same right to have this approval reviewed by the Environmental Appeal Board, as is in the original Notice accompanying Provincial Certificate of Approval No. 5241-4JCL56, applies to this approval.

Dated at this day of, 20

M.P.H.
Director, Section 39, EPA

Schedule "C"

Biosolids Spreading Operation Data Sheet

Date: July 2, 2008

Certificate of Approval #: 5-4050-2

Site Number: MRECELI FARM SITE #2

Location: 7266 WALKER RD, CON 8 S PT LOT 20

Owner/Lessee/Tenant: MIKE GAGNON - GAGNON FARMS

Total area of Site: 20.2 (ha)

Application rate of Biosolids: 8 dry tonnes/ha (m3/ha)

CONSTRAINTS AND APPLICATION RATE DURING DRY FIELD CONDITIONS:

Usable area of Site: 19.5 (ha)

Major Constraints: none

Total amount of Biosolids to be applied: 156 (m3)

SEASONAL CONSTRAINTS AND APPLICATION RATE DURING WET FIELD CONDITIONS

Usable area of Site during wet weather or wet field conditions: N/A (ha)

Seasonal constraints: no winter spreading

Total amount of Biosolids to be applied during wet weather or wet field conditions: none

I certify that I have inspected the above site and that it complies with the standards specified in the Guidelines. I recommend that this site be approved as an Organic Soil Conditioning Site under Provisional Certificate of Approval No. 5241-4JCL56

[Signature]
The Company Biosolids Manager or their designate

I approve of the addition of this Organic Soil Conditioning Site to Schedule "B" of the Provisional Certificate of Approval No. 5241-4JCL56 No sludge shall be applied to this site beyond July 7/2013

The same right to have this approval reviewed by the Environmental Appeal Board, as is in the original Notice accompanying Provincial Certificate of Approval No. 5241-4JCL56, applies to this approval.

Dated at this day of, 20

[Signature]
Director, Section 39, EPA

Schedule "C"

Biosolids Spreading Operation Data Sheet

Date: July 2, 2008

Certificate of Approval #: 5-4050-03

Site Number: MECALI FARM SITE #3

Location: 6438 6TH CONCESSION ROAD, CON 6 FT LOT 7 & 8

Owner/Lessee/Tenant: MIKE GAGNON - GAGNON FARMS

Total area of Site: 49.4 (ha)

Application rate of Biosolids: 8 dry tonnes/ha (m3/ha)

CONSTRAINTS AND APPLICATION RATE DURING DRY FIELD CONDITIONS:

Usable area of Site: 48.5 (ha)

Major Constraints: none

Total amount of Biosolids to be applied: 388 (m3)

SEASONAL CONSTRAINTS AND APPLICATION RATE DURING WET FIELD CONDITIONS

Usable area of Site during wet weather or wet field conditions: N/A (ha)

Seasonal constraints: no winter spreading

Total amount of Biosolids to be applied during wet weather or wet field conditions: none

I certify that I have inspected the above site and that it complies with the standards specified in the Guidelines. I recommend that this site be approved as an Organic Soil Conditioning Site under Provisional Certificate of Approval No. 5241-4JCL56

Travis M. Gough

The Company Biosolids Manager or their designate

I approve of the addition of this Organic Soil Conditioning Site to Schedule "B" of the Provisional Certificate of Approval No. 5241-4JCL56 No sludge shall be applied to this site beyond July 17, 2013

The same right to have this approval reviewed by the Environmental Appeal Board, as is in the original Notice accompanying Provincial Certificate of Approval No. 5241-4JCL56, applies to this approval.

Dated at this day of, 20

M. P.
Director, Section 39, EPA

C. Municipality/Unorganized Township	County/District	Province/State	Country	Postal Code
D. Telephone Number (including area code)	Fax Number (including area code)	E-mail Address		

9. Other Approvals

List the Conditions of Approval number(s) for the Waste Management System associated with this application (if available at the time of the application)

10. Supporting Information Checklist - This is a list of all supporting information to this application and is subject to the FOI/OPA.

Supporting Information	Attached	Reference	Can be disclosed
Proof of Legal Name of Client	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Sketch of the site showing relevant features, structures, setbacks, roads, sensitive areas and spreading areas	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Topographical map showing site location	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Other attached information	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

11. Application Fee (check appropriate categories)

Category Code	Category Description	Amount	Quantity	Sub Total
TOTAL				0 100.00

12. Statement of Client

Client Name: TINA McLAUGHAN	Signature: <i>Tina McLaughan</i>	Date (YYYY): July 2/08
---------------------------------------	-------------------------------------	----------------------------------

13. Statement of Landowner (if not the client)

Client Name: WILHELM KUTZ	Signature: <i>Wilhelm Kutz</i>	Date (YYYY): 2008-06-26
-------------------------------------	-----------------------------------	-----------------------------------

14. Statement of Lessee (if applicable)

Client Name: MICHAEL LeA & N...	Signature: <i>Michael LeA & N...</i>	Date (YYYY): 2008 06 26
---	---	-----------------------------------

C. Municipality/Unorganized Township	County/District	Province/State	Country	Postal Code
D. Telephone Number (including area code if selected)	Fax Number (including area code)	E-mail Address		

9. Other Approvals

List the Certificate of Approval number(s) for the Waste Management System associated with this application (if available at the time of the application)

10. Supporting Information Checklist - This is a list of all supporting information to this application and is subject to the FOI/OPA.

Supporting Information	Attached	Reference	Can be disclosed
Proof of Legal Name of Client	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Sketch of the site showing relevant features, structures, setback areas, sensitive areas and spreading areas	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Topographical map showing site location	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Other attached information	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

11. Application Fee (check appropriate categories)

Category Code	Category Description	Amount	Quantity	Sub Total
TOTAL				\$ 100.00

12. Statement of Client

I, the undersigned hereby declare that, to the best of my knowledge and belief, the information contained herein and the information submitted in support of this application is complete and accurate in every way and that the Project Team has been authorized to act on my behalf for the purpose of obtaining approval under Section 27 of the EPA for the Waste Management System identified herein.

Client Name: **TINA McLAUGHLIN** Signature: *Tina McLaughlin* Date (m/d/y): **July 2/08**

13. Statement of Landowner (if not the client)

I, the undersigned hereby declare that, to the best of my knowledge and belief, the information contained herein and the information submitted in support of this application is complete and accurate in every way and that the Project Team has been authorized to act on my behalf for the purpose of obtaining approval under Section 27 of the EPA for the Waste Management System identified herein.

Client Name: **MARIO MECELI** Signature: *Mario Meceli* Date (m/d/y): **6/26/2008**

14. Statement of Lessee (if applicable)

I, the undersigned hereby declare that, to the best of my knowledge and belief, the information contained herein and the information submitted in support of this application is complete and accurate in every way and that the Project Team has been authorized to act on my behalf for the purpose of obtaining approval under Section 27 of the EPA for the Waste Management System identified herein.

Client Name: **MICHAEL GAGNON** Signature: *Michael Gagnon* Date (m/d/y): **6/26/2008**

Site #

9. Other Approvals

List the Certificate of Approval number(s) for the Waste Management System associated with this application (if available at the time of the application)
5241-4JCL58

10. Supporting Information Checklist - This is a list of all supporting information to this application and is subject to the FOI/OPA.

Supporting Information	Attached	Reference	Can be disclosed
Proof of Legal Name of Client	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Sketch of the site showing relevant features, structures, setback areas, easement lines and spreading areas	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Topographical map showing site location	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Other attached information	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

11. Application Fee (check appropriate categories)

Category Code	Category Description	Amount	Quantity	Sub Total
TOTAL				\$ 100.00

12. Statement of Client

I, the undersigned, hereby declare that to the best of my knowledge, the information herein is true and correct and the information submitted in support of this application is true and correct. I hereby authorize the Project Technical Manager to be authorized to act on my behalf for the purpose of this application under section 27 of the BPA for the waste management system.

Client Name: TINA McLAUGHLIN Signature: [Signature] Date (mm/dd): July 2, 2008

13. Statement of Landowner (if not the client)

I, the undersigned, hereby declare that to the best of my knowledge, the information herein is true and correct and the information submitted in support of this application is true and correct.

Client Name: MARIO MECELLI Signature: [Signature] Date (mm/dd): 6/26/2008

14. Statement of Lessee (if applicable)

I, the undersigned, hereby declare that to the best of my knowledge, the information herein is true and correct and the information submitted in support of this application is true and correct.

Client Name: MICHAEL GAGNON Signature: [Signature] Date (mm/dd): 6/26/2008

15. Payment Information (including VISA or Mastercard information)

NOTE: VISA & Mastercard accepted for payments under \$1000.00 only.

Name: (please print)	Signature	
VISA or Mastercard Number	Expiry Date (m/y)	Amount Enclosed \$

APPENDIX 'E'

E.1 AS-BUILT DRAWINGS OF McGREGOR SEWAGE LAGOONS (8 SHEETS)

THE TOWNSHIPS OF ANDERDON AND COLCHESTER NORTH HAMLET OF MCGREGOR

SANITARY SEWAGE SYSTEM COUNTY OF ESSER



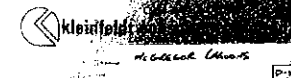
Ontario

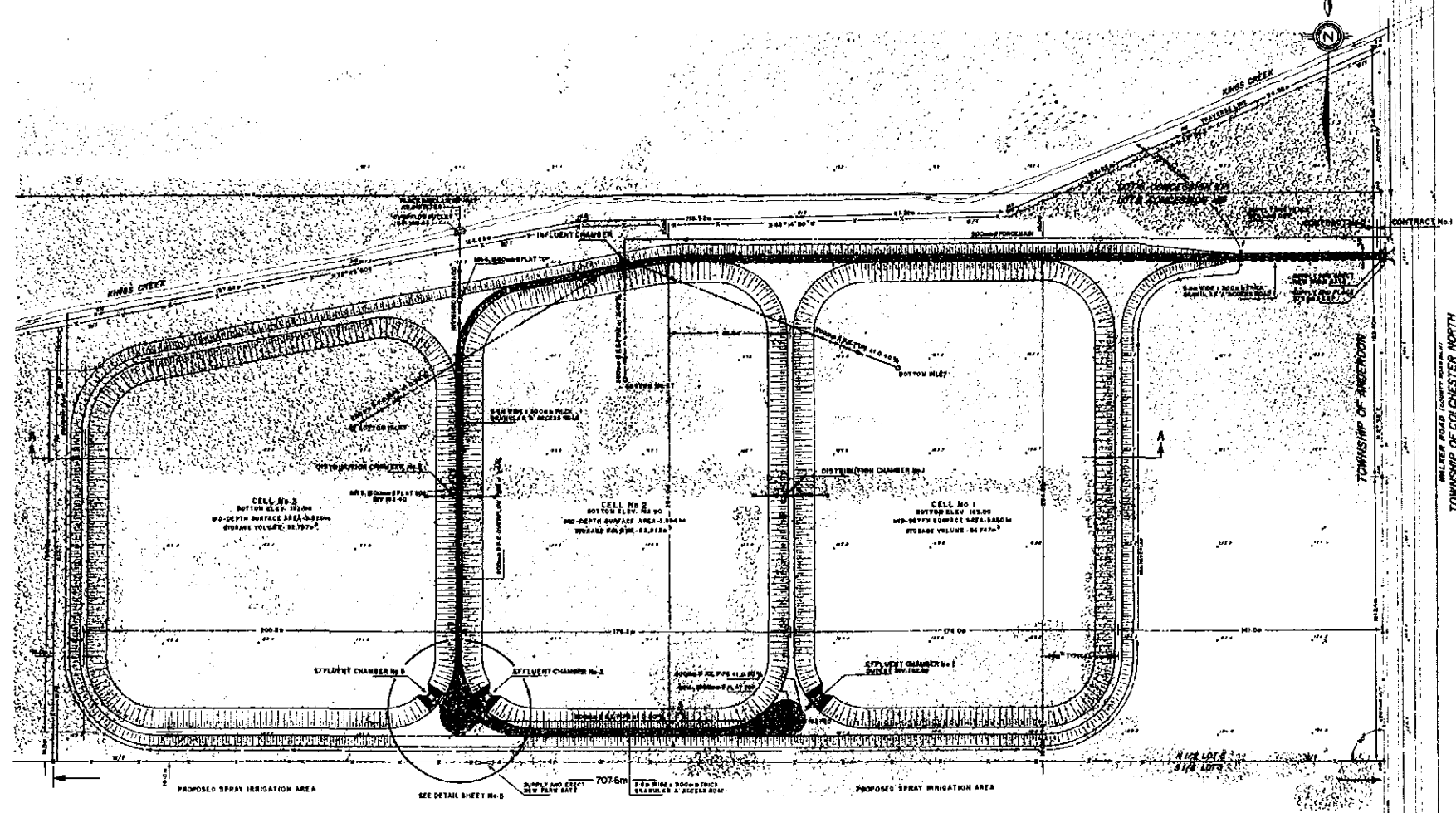
Ministry of the
Environment

HONOURABLE KEITH NORTON, O.C.
MINISTER

PROJECT NO. 1-0247
CONTRACT NO. 2

INDEX TO DRAWINGS				
SHEET No.	CONTRACT No.	DESCRIPTION	SHEET No.	DESCRIPTION
1		LEGEND & KEY PLAN	21	LUCIER ESTATES FORCEMAIN - PLAN & PROFILE 0/000 TO 0/325
2		GENERAL PLAN	22	LUCIER ESTATES FORCEMAIN - PLAN & PROFILE 0/325 TO 0/614
3		WALKER ROAD - PLAN & PROFILE 0/000 TO 0/350	23	LUCIER ESTATES FORCEMAIN - PLAN & PROFILE 0/614 TO 0/709
4		WALKER ROAD - PLAN & PROFILE 0/350 TO 0/700	24	MANHOLE NO. 8 & BY-PASS MANHOLES
5		WALKER ROAD - PLAN & PROFILE 0/700 TO 1/050	25	MAIN PUMPING STATION SITE PLAN - AIR RELEASE CHAMBER
6		WALKER ROAD - PLAN & PROFILE 1/050 TO 1/400	26	MAIN PUMPING STATION DETAILS
7		WALKER ROAD - PLAN & PROFILE 1/400 TO 1/750	27	GENERATOR BUILDING FLOOR PLAN
8		WALKER ROAD - PLAN & PROFILE 1/750 TO 2/100	28	GENERATOR BUILDING DETAILS
9		MIDDLE SIDEROAD - PLAN & PROFILE 0/000 TO -0/250	29	GENERATOR BUILDING DETAILS
10		MIDDLE SIDEROAD - PLAN & PROFILE 0/000 TO 0/350	30	ELECTRICAL DRAWINGS
11		MIDDLE SIDEROAD - PLAN & PROFILE 0/350 TO 0/700	31	ELECTRICAL DRAWINGS
12		MIDDLE SIDEROAD - PLAN & PROFILE 0/700 TO 1/000	32	ELECTRICAL DRAWINGS
13		PARKSIDE DRIVE - PLAN & PROFILE 0/000 TO 0/155		
14		WELLINGTON STREET - PLAN & PROFILE 0/000 TO 0/147.83		
		HALFORD & BLUE STREET - PLAN & PROFILE 0/000 TO 0/052.73		
15		STEWART STREET - PLAN & PROFILE 0/000 TO 0/090.89		
16		GRONDIN STREET - PLAN & PROFILE 0/000 TO 0/245.05		
17		MILL STREET - PLAN & PROFILE 0/000 TO 0/080		
		CENTRE STREET - PLAN & PROFILE 0/000 TO 0/092.35		
18		ARQUETTE AVENUE - PLAN & PROFILE 0/000 TO 0/200		
19		ARQUETTE AVENUE - PLAN & PROFILE 0/200 TO 0/367.47		
20		SCOTT LANE - PLAN & PROFILE 0/000 TO 0/240		
				CONTRACT No. 2
			1	DETAILS FOR LAGOON LAYOUT
			2	LAGOON CROSS SECTIONS
			3	DETAILS FOR LAGOON INFLUENT CHAMBER AND ADJUSTABLE WIER
			4	DETAILS FOR LAGOON DISTRIBUTION CHAMBERS AND BOTTOM INLETS
			5	DETAILS FOR LAGOON EFFLUENT CHAMBERS AND OVERFLOW OUTLET
			6	PLAN & PROFILE - 200mm Ø FORCEMAIN





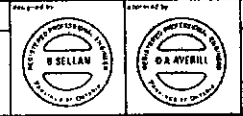
LAGOON SITE PLAN

NOTE:
1. SUPPLY AND ERECT NEW FARM TYPE FENCE AROUND LAGOON SITE AS SHOWN EXCEPT EAST SIDE WHICH PRESENTLY EXISTS AT WALKER ROAD.
2. THE CONTRACTOR SHALL LOCATE ALL EXISTING FIELD TILES BY EXCAVATING TO A SUFFICIENT DEPTH ALONG THE ROUTE OF THE PROPOSED DYKES. THE CONTRACTOR SHALL REMOVE THE TILES ACROSS THE FULL WIDTH OF THE BASE OF THE DYKE AND PLOD THE ENDS WITH CONCRETE.

AS CONSTRUCTED
DATE: 10 OCTOBER 1982

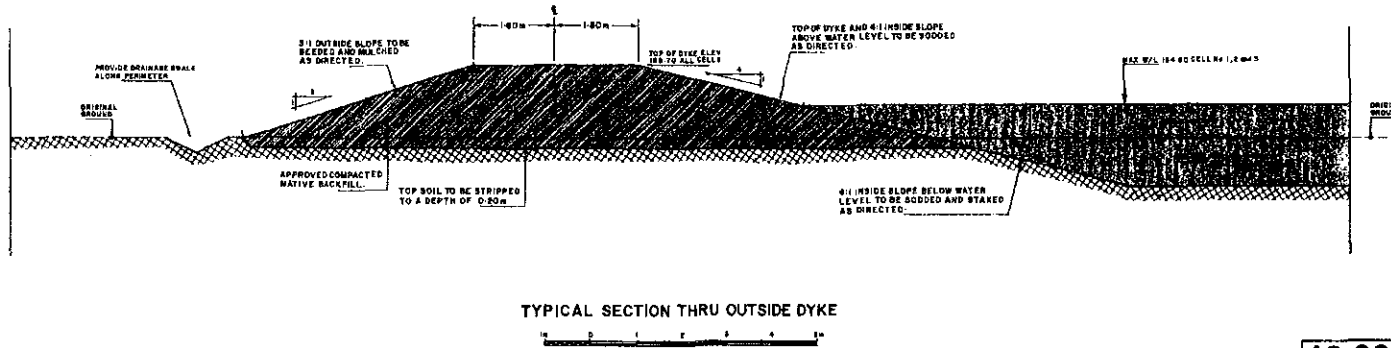
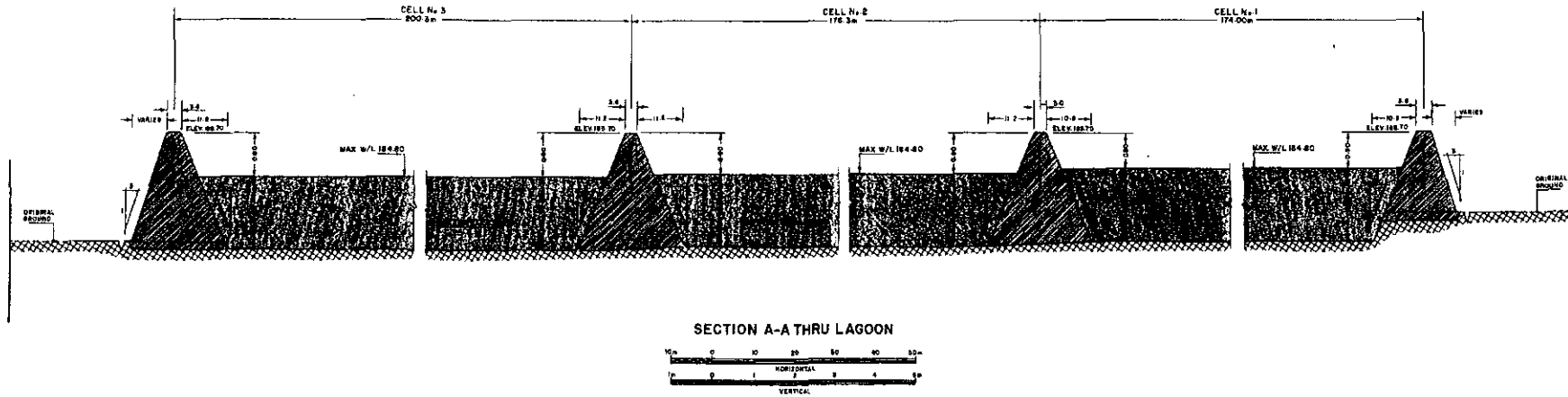
Approved for construction:	18 JULY 1982
Construction completion:	10 OCTOBER 1982
As completed:	10 OCTOBER 1982
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DETAILS FOR LAGOON LAYOUT



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HAMLET OF MCGREGOR
Sanitary Sewage System

kleinfald consultants limited
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Checked by: [Signature]
Project No.: S-2418
Drawing No.: W-4228
Date: 20 MAY 1982
Page: 1 of 8



AS CONSTRUCTED
DATE 19 OCTOBER 1982

Issued for construction	18 JULY 1982
Construction completion	18 OCTOBER 1982
As constructed	18 OCTOBER 1982
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NO.	DATE

LAGOON CROSS SECTIONS

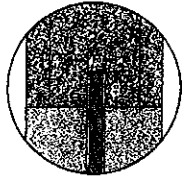


Ministry of the Environment

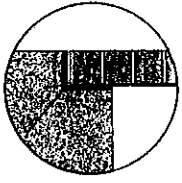
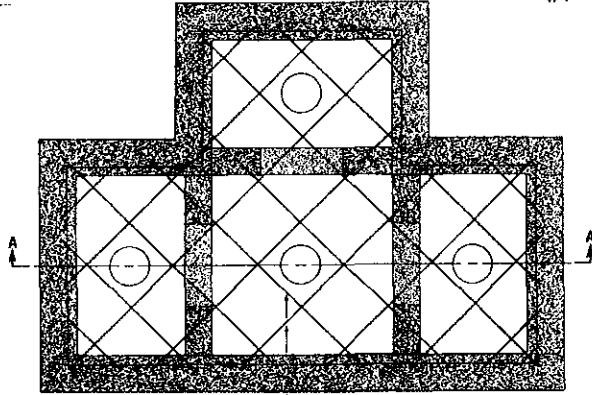
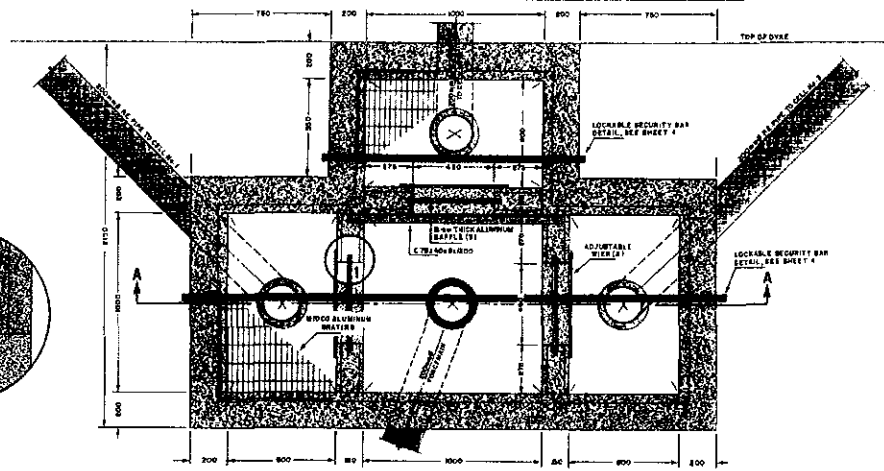
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CONSULTING ENGINEERS AND SURVEYORS

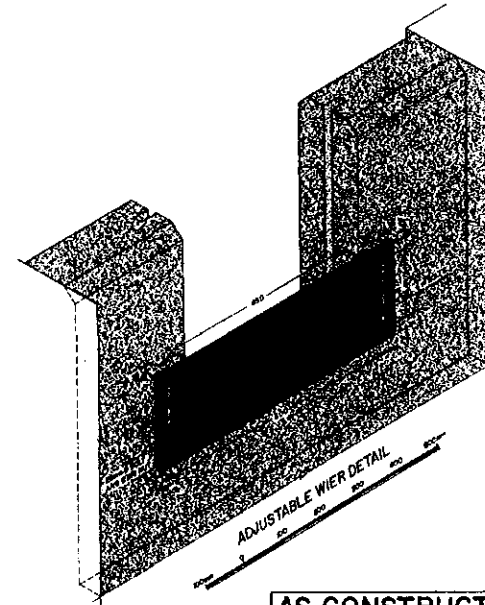
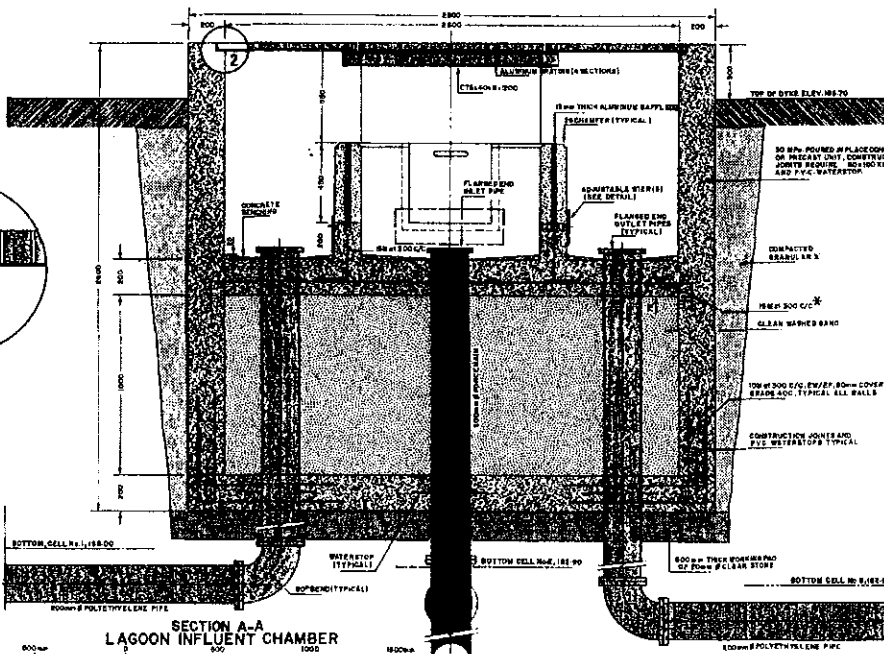
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Project No. S-2413
Date 20 MAY 1982
Checked by [Signature]
Drawing No. W-1222
Sheet 2 of 8



DETAIL 1
X 1/2



DETAIL 2
X 1/2



AS CONSTRUCTED
DATE 19 OCTOBER 1982

Issue for construction	18 JULY 1982
Construction completion	19 OCTOBER 1982
As constructed	19 OCTOBER 1982
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DETAILS FOR LAGOON INFLUENT CHAMBER AND ADJUSTABLE WIER

Designed by

Checked by

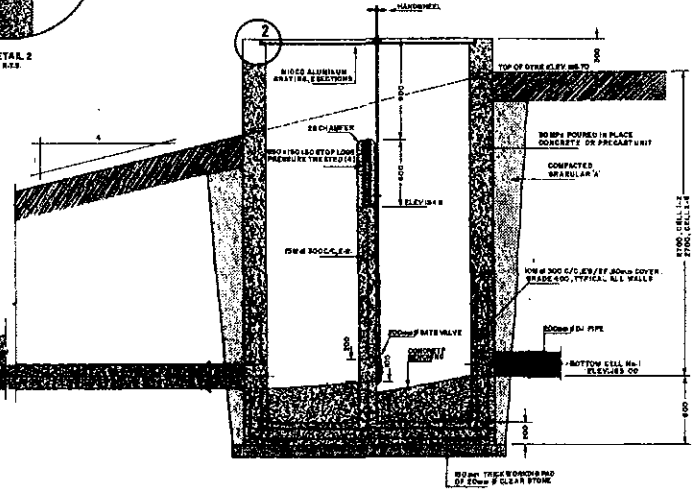
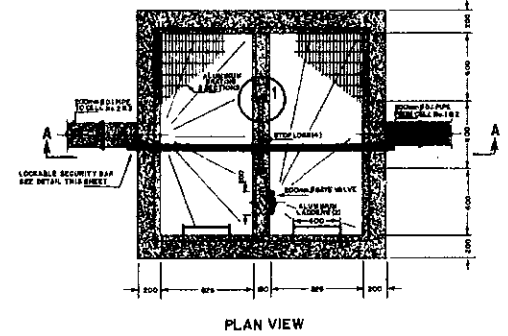
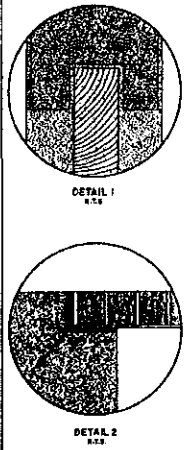
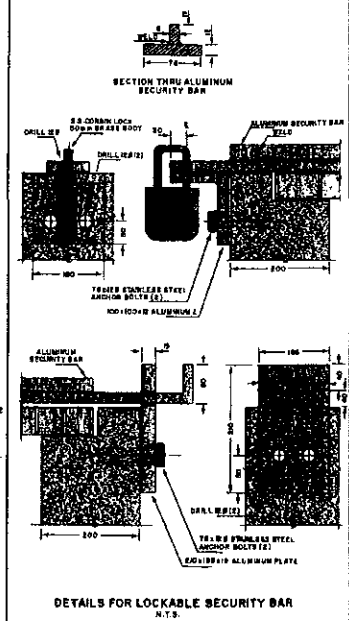
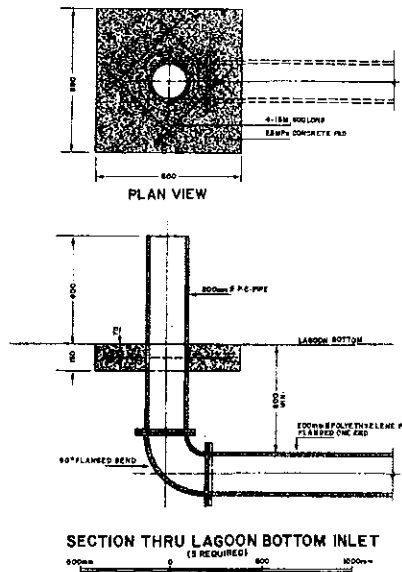
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HAMLET OF MCGREGOR
Sanitary Sewage System

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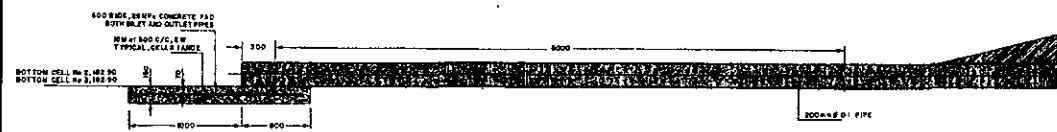
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Project No. S-9413 Drawing No. W-1228

Date: 20 MAY 1982 Sheet: 3 of 6



SECTION A-A
LAGOON DISTRIBUTION CHAMBERS
(S REQUIRED)



AS CONSTRUCTED
DATE 19 OCTOBER 1982

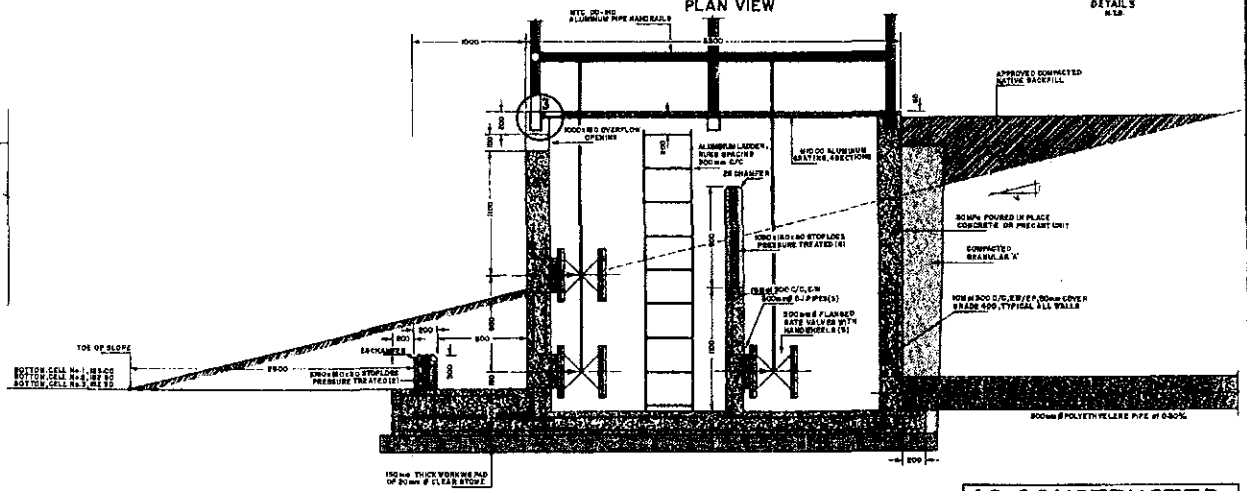
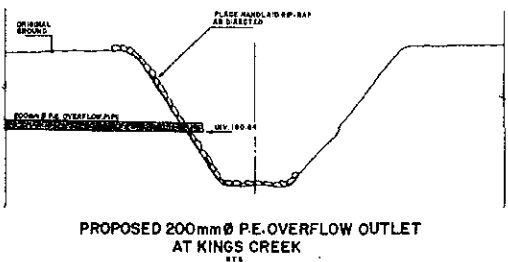
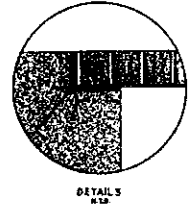
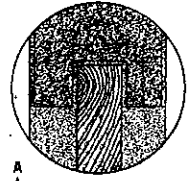
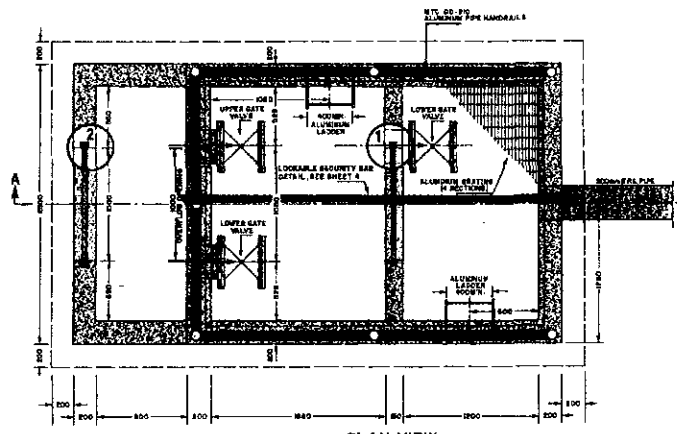
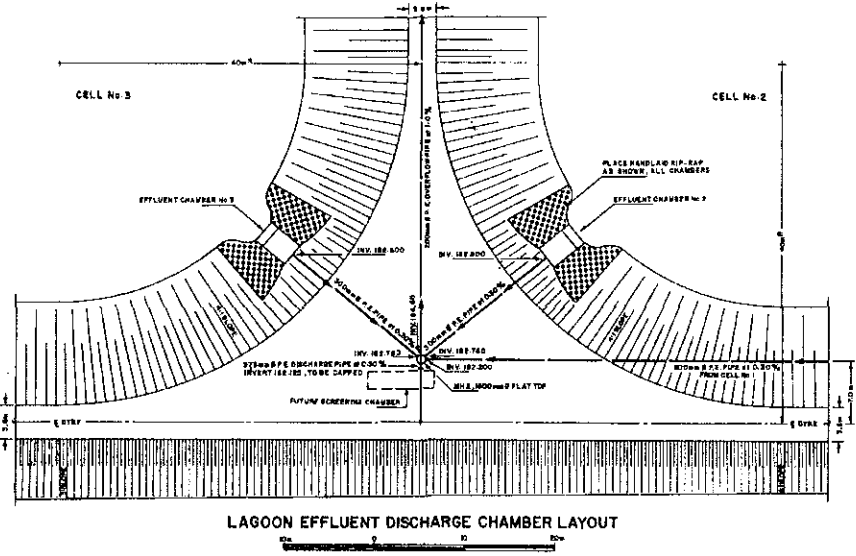
Drawn by	18 JULY 1982
Checked by	18 OCTOBER 1982
As Constructed	18 OCTOBER 1982
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DETAILS FOR LAGOON DISTRIBUTION CHAMBERS AND LAGOON BOTTOM INLETS



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Checked by: W. J. 1229
Project No.: S-8413
Date: 20 MAY 1982
Sheet: 4 of 8



SECTION A-A
LAGOON EFFLUENT CHAMBERS
(8 REQUIRED)

AS CONSTRUCTED
DATE 19 OCTOBER 1992

Issue of for construction	18 JULY 1992
Construction start date	18 OCTOBER 1992
Construction complete	18 OCTOBER 1992
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DETAILS FOR LAGOON EFFLUENT CHAMBERS
AND OVERFLOW OUTLET

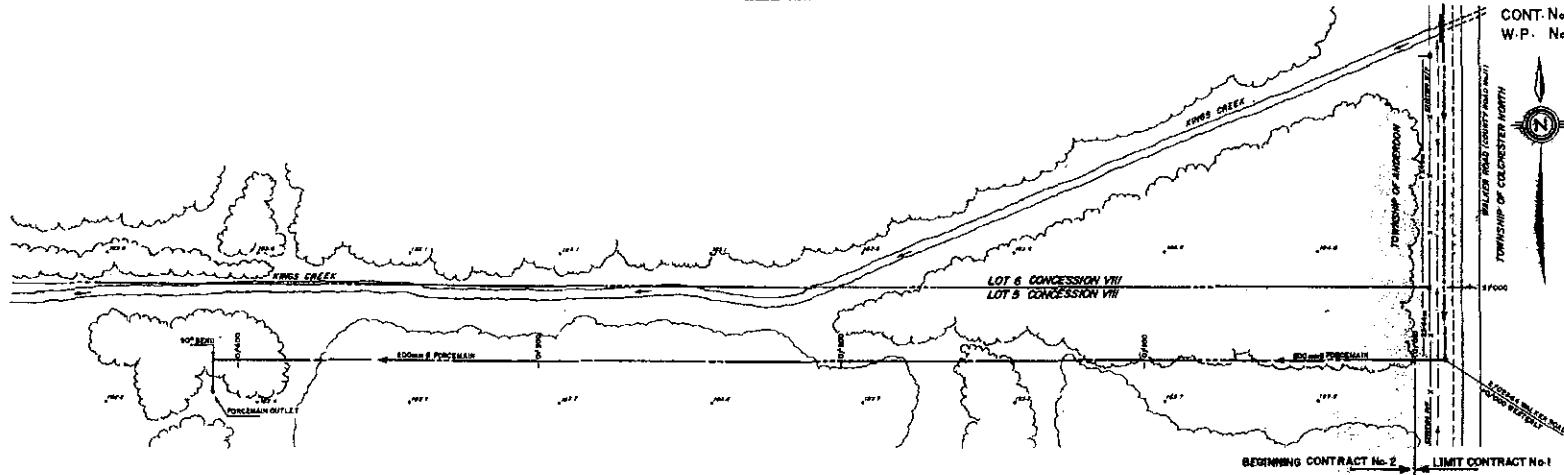


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Sanitary Sewage System

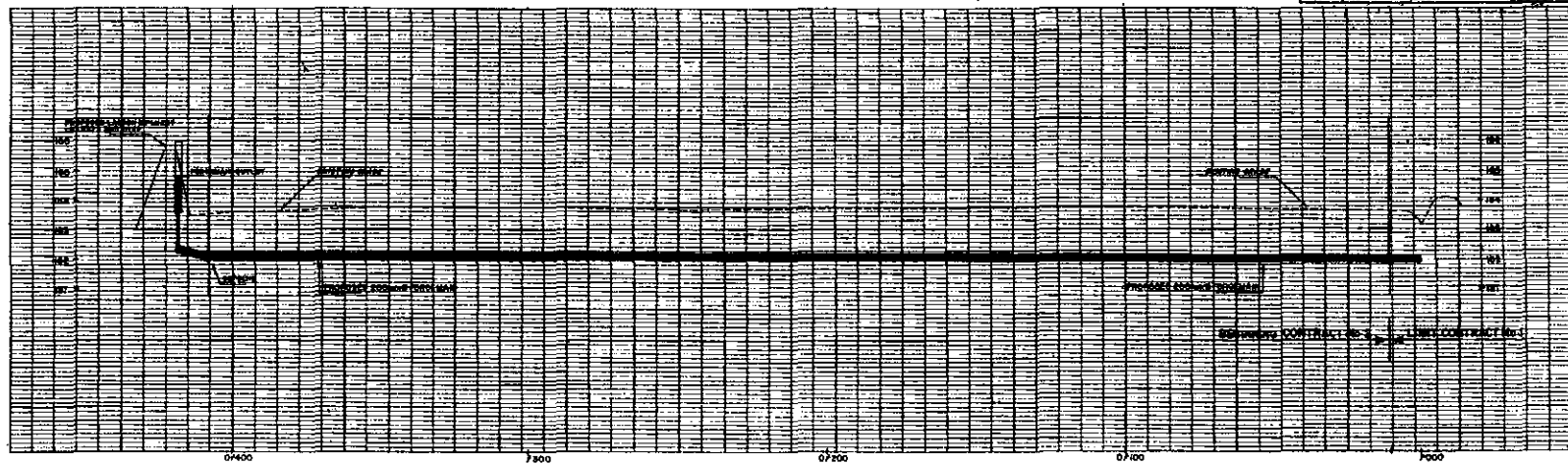
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CONSULTING ENGINEERS AND PLANNERS
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PROJECT NO. S-5413 DRAWING NO. S-1128
DATE 20 MAY 1992 SHEET 5 OF 6

CONT. No. 2
W.P. No. I-0247

6



AS CONSTRUCTED
DATE 19 OCTOBER 1982



INVERT ELEVATION PROPOSED FORCEMAIN	188.500	188.500		188.500					INVERT ELEVATION PROPOSED FORCEMAIN
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Issued for construction	18 JULY 1982
Construction completed	19 OCTOBER 1982
As constructed	19 OCTOBER 1982
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PLAN AND PROFILE
200mm Ø FORCEMAIN
STA 0+00 TO LAGOON INFLUENT CHAMBER



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designed by: L. D. PEGO, P. Eng. checked by: [Signature]

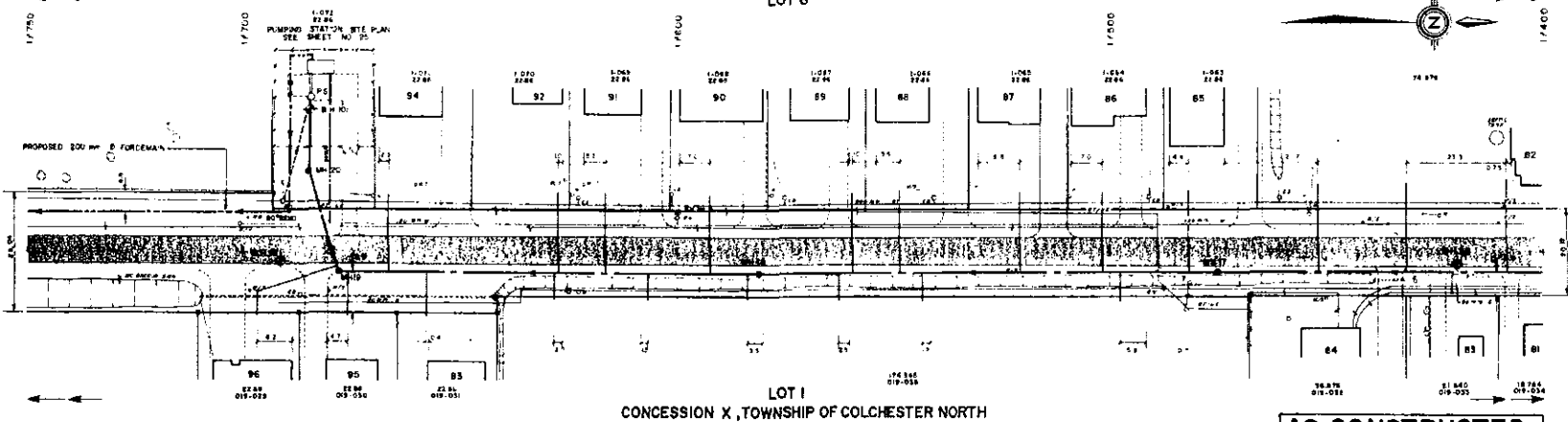
project no.: B-8413 drawing no.: W-1229

date: 20 MAY 1982 sheet: 6 of 6

WALKER ROAD
CONCESSION VIII, TOWNSHIP OF ANDERDON
LOT 6

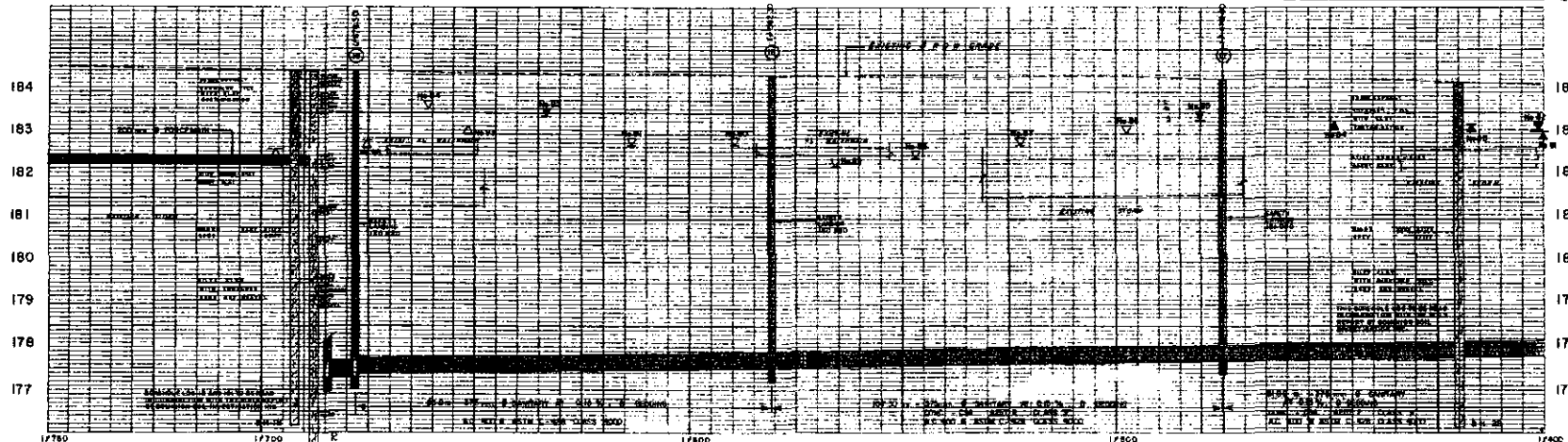
CONT. No. 1
W.P. No. I-0247

7



AS CONSTRUCTED
DATE

Rev. 2 1993



INVERT SANITARY SEWER					INVERT SANITARY SEWER
INVERT FORCE MAIN	182.500				INVERT FORCE MAIN

General Notes	
1	As shown on plan
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PLAN & PROFILE

WALKER ROAD

STA 17400 TO STA 17750

SCALE

0' 10' 20' 30' 40' 50'

HORIZONTAL

0' 2' 4' 6' 8'

VERTICAL



DESIGNED BY	
CHECKED BY	
DATE	