

## **Township of Adelaide Metcalfe**

### **REQUEST FOR TENDER CONTRACT# PW-03-2022**

FOR CONSTRUCTION OF SIDEWALKS

TENDER CLOSING DATE: August 30, 2022 by 12:00 p.m.

Bids are to be addressed to the Township of Adelaide Metcalfe with "RFT CONTRACT# PW-03-2022, CONSTRUCTION OF SIDEWALKS" marked on the envelope and submitted to the drop box based at the front door at the Township of Adelaide Metcalfe Building, 2340 Egremont Dr #5, Strathroy, ON N7G 3H6

**RETURN TO:** 

Coulter Cahill - Public Works Manager Township of Adelaide Metcalfe 2340 Egremont Drive Strathroy, ON N7G 3H6

TENDER RECEIVED LATE WILL NOT BE ACCEPTED
TENDER WILL NOT BE ACCEPTED BY EMAIL.



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### INFORMATION TO BIDDERS

### 1.0 **DEFINITIONS**

In this "Information to Bidders" the following terms have the following meanings:

- **1.1 "Award of Contract"** means Resolution and By-law passed by Municipal Council to award a Contract to a recommended Bid.
- 1.2 "Bid" or "Bid submission" means an offer from a person or corporation, submitted in the format prescribed in this RFT, to provide the goods described in Contract #PW-03-2022, and shall include the Bidder's completed Form of Tender, Response Form, List of Sub-Contractors, and Bid Bond prior to the offer being considered by Municipal Council.
- **1.3** "Bidder" means a respondent to this RFT.
- **1.4** "Bid Bond" means the five-thousand dollar (\$5,000.00) security deposit to be provided by the Bidder as part of the Bidder's Bid submission in accordance with this RFT and the Agreement to Bond on page 19 of this RFT.
- 1.5 "Closing Date and Time" means August 30, 2022 at 12:00 p.m.
- **1.6** "Contract" means Contract # PW-03-2022.
- 1.7 "Contract Agreement" means the corresponding agreement forming part of the Tender Documents, to be executed by the recommended Bid and the Township of Adelaide Metcalfe, upon Municipal Council's Award of Contract #PW-03-2022.
- **1.8** "Contract Documents" means the documents forming Contract #PW-03-2022 including:
  - (a) the executed Contract Agreement upon Municipal Council's Award of Contract; (b) the Special Provisions; (c) the recommended Bid, (d) any Addendum that may be issued by the Township; (e) the Agreement to Bond; (f) the RFT Response Form; (g) the Form of Tender; (h) the Contract Drawings and (i) the List of Sub-Contractors.
- **1.9 "Form of Tender"** means the tender form for Contract #PW-03-2022, to be completed and submitted as part of the Bidder's Bid submission.
- 1.10 "Contract Drawings" means the plans, Issued for Tender by Driven Engineering Inc.



### RFT #PW-03-2022 CONSTRUCTION OF SIDEWALKS

- **1.11** "Municipal Council" means Council for the Corporation of the Township of Adelaide Metcalfe.
- **1.12** "Manager of Public Works" means Coulter Cahill, Adelaide Metcalfe Manager of Public Works or his designate.
- **1.13 "RFT"** means the Request for Tenders for the deliverables identified in Contract #PW-03-2022.
- **1.14** "Special Provisions" means the special provisions forming part of Contract #PW-03-2022.
- **1.15 "Standard Specifications"** means the Ontario Provincial Standard Specifications and other specifications referenced in the Special Provisions and forming part of Contract #PW-03-2022.
- **1.16** "Tender" has the same meaning as Bid as defined herein.
- 1.17 "Tender Documents" means the Information for Bidders, Form of Tender, Special Provisions, Agreement to Bond, Contract Drawings, any Addendum that may be issued by the Township, the unexecuted Contract Agreement, RFT Response Form; and List of Sub-Contractors.
- **1.18** "Township of Adelaide Metcalfe" or "Township" means the Corporation of the Township of Adelaide Metcalfe.

### 2.0 <u>INTENT OF THE RFT</u>

- 2.1 The Township of Adelaide Metcalfe is seeking bids from qualified vendors for the provision of construction of sidewalks, more particularly described in the Special Provisions.
- 2.2 Bidders, in submitting their Bid, agree to supply the specified goods at the unit prices per the Form of Tender quoted in the Bidder's Bid Submission and on the terms and conditions contained in the Contract and as depicted in the Contract Drawings.
- 2.3 The Bid recommended by staff, should one be declared, shall have achieved, by virtue of being declared the recommended Bid, the Manager of Public Works' recommendation that Municipal Council Award the Contract to the recommended Bid.



**2.4** Should Municipal Council approve the Manager of Public Works' recommendation, the Township and the recommended Bidder shall execute the corresponding Contract Agreement.

### 3.0 <u>DESCRIPTION OF DELIVERABLES</u>

- 3.1 The Township is seeking the construction of sidewalks in accordance with the specifications listed on the Tender Form, the Contract Drawings, and the Special Provisions attached hereto and forming part of Contract #PW-03-2022.
- **3.2** Estimates of the quantities required by the Township for the term of the Contract can be found on the Form of Tender to be completed by the Bidder as part of its Bid Submission.
- **3.3** Contract Drawings, attached hereto and forming part of Contract #PW-03-2022 outlines the location for the supply of construction of sidewalks.
- 3.4 The Bidder acknowledges that the quantities listed in the Form of Tender represent good faith estimates of the quantities required by the Township for the contract term. The Bidder further acknowledges that these estimates are based on the information available to the Township at the time of issuance of this RFT and may be subject to change. In submitting a Bid, the Bidder agrees to provide the items described in this RFT, at the price contained in the Bidder's Bid and in such quantities and at such intervals as requested by the Township, on an as-needed basis, for the term of the contract. For greater certainty, if awarded the Contract by Municipal Council, the quantity of chlorides required by the Township over the contract term may be more or less than that listed in the Form of Tender, and such changes shall not in any way limit or alter the Bidder's obligation to provide the specified goods at the price contained in the Bidder's Tender.
- 3.5 Without limiting the foregoing, the Bidder hereby acknowledges and agrees that the Township shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by the recommended Bid or any third party resulting from changes to the quantities listed on the Form of Tender required by the Township.



### 4.0 NATURE AND INTERPRETATION OF THIS RFT

- 4.1 This RFT does not commit the Township to determining a recommended Bid to this RFT or Awarding a Contract under this RFT. As confirmed by the "Acceptance and Rejection of Bids" section below, the Township reserves the right to accept or reject any or all Bids submitted under this RFT if it is determined by the Township, in its sole discretion, that it is in its best interest to do so. Even in the event only one Bid is received, the Township reserves the right to reject it. Without limiting the foregoing, the Township reserves the right to cancel this RFT without determining a recommended Bid and without awarding a Contract if doing so is determined by the Township in its sole discretion to be in its best interest.
- **4.2** Should the Township not receive any Bid satisfactory to the Township, in its sole and absolute discretion, the Township reserves the right to cancel and/or re-procure the project.
- 4.3 In the event that all Bids are rejected by the Township or this RFT is cancelled without an award of Contract by Municipal Council, the Bidder hereby agrees that the Township shall in no manner be responsible for the payment of any costs incurred in the preparation for the Tender and that Bidder does hereby release the Township, its employees, officers, councillors or agents from any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which in any manner arise out of or are in any way related the Bidders preparation and submission of a Bid for the Construction of Sidewalks project.
- 4.4 It is further acknowledged that the release of this RFT does not commit the Township to awarding a Contract and that a potential Award of Contract under this RFT is both subject to and entirely conditional upon Municipal Council's approval of a Contract, which cannot be pre-judged or guaranteed. In the event that there is a recommendation made by staff to Municipal Council based on Bids received under this RFT, such constitutes a non-binding recommendation only.
- 4.5 In the event Municipal Council considers but does not approve the recommendation made by staff for any reason whatsoever and Municipal Council proceeds to cancel this RFT, the Bidder hereby agrees that the Township is in no manner responsible for the payment of any costs incurred as a result of Municipal Council's decision or in the preparation for the Tender, and the Bidder hereby releases the Township, its employees, officers, councillors or agents from any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which in any manner arises out of or is in any manner related the Bidders preparation and submission of a Bid for the RFT project.



### RFT #PW-03-2022 CONSTRUCTION OF SIDEWALKS

### 5.0 ACCEPTANCE AND REJECTION OF BIDS

- **5.1** The Township reserves the right, in its sole and absolute discretion, to:
  - (a) Make public the names of any or all Bidders,
  - (b) Verify with any Bidder or with a third party any information set out in its Bid,
  - (c) Waive minor formalities and accept Tenders which substantially comply with the requirements of this RFT, but the Township shall not allow any blank space in any Tender to be filled in after the Closing Date and Time,
  - (d) Accept or reject any Bid which in the view of the Township is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the Township considers unbalanced, or which is accompanied by an Agreement to Bond issued by a surety not acceptable to the Township,
  - (e) Assess the ability of the Bidder to perform the Contract and may reject any Bid where, in the Township's sole estimation, the personnel and/or resources of the Bidder are insufficient or the list of previous comparable projects completed by the Bidder and listed in its Tender are deemed to be deficient by the Township,
  - (f) Disqualify any Bidder whose Bid contains misrepresentation or any other inaccurate or misleading information,
  - (g) Disqualify any Bidder or the Bid of any Bidder who has engaged in conduct prohibited by this RFT,
  - (h) Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner determined by the Manager of Public Works in his sole and absolute discretion, and prior to the Closing Date and Time,
  - (i) Accept any Bid in whole or in part,
  - (j) Reject any or all Bids, including without limitation the lowest Bid,
  - (k) Select any Bid which the Township in its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in the Contract Documents or herein, and/or
  - (I) Reject any Bid from any person or corporation, or any person or corporation which has a non-arm's length relationship with a person or corporation who currently has or has in the past, had a legal dispute, claim or legal proceeding against the Township with respect to any contracts, bid submissions or business transactions.



### RFT #PW-03-2022 CONSTRUCTION OF SIDEWALKS

5.2 These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances the Township shall be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Township any of its express or implied rights under this RFT.

### 6.0 **LEGAL CLAIMS**

6.1 No tender, proposal or quotation will be accepted from any company which has a claim or instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.

### 7.0 **QUESTIONS**

- 7.1 Questions related to the Tender Documents shall be emailed to the Manager of Public Works for clarification with respect to this RFT, and must be submitted no later than August 23, 2022 by 12:00 p.m. in order that Township staff may have sufficient time to respond. The Township reserves the right to extend the deadline for questions if required regarding this RFT.
- 7.2 The Township reserves the right to revise this RFT up to the final date for the deadline for receipt of Bids. Any necessary Addenda to this RFT will be posted on <a href="http://www.adelaidemetcalfe.on.ca/">http://www.adelaidemetcalfe.on.ca/</a> only. The Township at its discretion may or may not change the date for Bid submissions depending on the date and extent of any Addenda.
- 7.3 During the Tendering stage, to ensure transparency and quality of information provided to Bidders, enquiries received and the replies to such enquiries, if any, will be provided in writing in an Addendum, which will be made available to all Bidders and posted on <a href="http://www.adelaidemetcalfe.on.ca/">http://www.adelaidemetcalfe.on.ca/</a>, without revealing the source of the enquiry. Bidders should reference as accurately as possible the numbered item of the Tender to which the enquiry relates.

### 8.0 ACCOMODATIONS FOR BIDDERS WITH DISABILITIES

8.1 In accordance with the Ontario Human Rights Code, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), the Township of Adelaide Metcalfe will accommodate for a disability, ensuring full and equitable participation throughout the bid process.



### RFT #PW-03-2022 CONSTRUCTION OF SIDEWALKS

8.2 If a Bidder requires this RFT in a different format to accommodate a disability, the Proponent must contact the Manager of Public Works as soon as possible and in any event prior to the Closing Date and Time. The RFT in the different format will be issued only to the requesting Bidder and all Addenda will be issued in such different format only to the requesting Bidder.

### 9.0 FORM OF TENDER

- 9.1 All Bids shall be in the form specified in the Form of Tender. The Form of Tender shall be delivered to the Township of Adelaide Metcalfe Administration Office. Due to COVID-19 protocol, the public will not be able to attend inside the building but rather there will be a drop box based at the front door for submission packages.
- **9.2** The Bidder shall furnish in the space provided in the Form of Tender details of its previous related experience. Bid submissions which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.
- 9.3 Bidders must complete the Form of Tender in its entirety, otherwise the Tender may be rejected by the Bidding System and/or declared informal. Should any uncertainty arise as to the proper manner of completing the Form of Tender, the Bidder may submit a question by email to the Manager of Public Works.

### 10.0 CONFIDENTIALITY

10.1 In accordance with the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), this will notify Bidders that any personal information Bidders provide is being collected under authority of the *Municipal Act*, 2001, SO. 2001, c. 25, as amended, and will be used in the evaluation process and, with respect to the recommended Bid, for the purposes of the subsequent Contract. All correspondence, documentation and information provided to the Township by any Bidder in connection with, or arising out of this RFT, and any Bid submitted to the Township will become the property of the Township and a record of the Township. The foregoing records and the Contract Documents are subject to the provisions of the MFIPPA and Township obligations thereunder and may be released pursuant to such Act. The Bidder's name at a minimum will be made public on request. In addition, certain contractual information must be disclosed to Council and accordingly may become part of the public record. All correspondence, documentation and information provided by the Proponent may be reproduced for the purposes of evaluating the Bidder's submission to this RFT.



### RFT #PW-03-2022 CONSTRUCTION OF SIDEWALKS

10.2 The Bidder does hereby fully release and hold harmless the Township, including its respective Mayor, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in their respective Bid submission, including proprietary and personal information, in the event the Bid submission is considered at a Municipal Council meeting.

### 11.0 **BID BOND**

- 11.1 Each Bid submission must be accompanied by a Bid Bond in the amount of five-thousand dollars (\$5,000.00) drawn in the favour of the "Treasurer, Township of Adelaide Metcalfe". The Township will only accept Bid Bond submissions that include a fully executed Agreement to Bond document on page 19, which is completed by a duly licensed surety company authorized to transact a business of suretyship in the Province of Ontario.
- **11.2** Any costs associated with the Bond is the responsibility and cost of the bidder. No interest will be paid on any bid deposit.
- 11.3 The Bid Bond will be returned to all Bidders except the recommended Bid on the second business day after tender opening unless circumstances indicate that the Bid Bond should be retained until the Contract is awarded. Retention of Bid Bonds until Contract award shall be at the sole discretion of the Township. If retained until Contract award, Bid Bonds, shall be returned to the unsuccessful Bidders on the next business day after the Contract is awarded. The Bid Bond shall be returned to the recommended Bid who has been awarded a Contract by Municipal Council when the Contract between the Bidder and the Township has been fully executed. In the event that the recommended Bid is not awarded the Contract by Municipal Council, the recommended Bidder's Bid Bond shall be returned to the recommended Bidder on the next business day following Municipal Council's decision.

### 12.0 SELECTION OF RECOMMENDED BID

12.1 Subject to the Township's reserved rights and privileges set out in this RFT, including the right to accept or reject any bid, including the lowest bid, and subject to Municipal Council's sole, unfettered and absolute discretion to award the Contract, the recommended Bid shall be the compliant Bidder with the lowest bid.



**12.2** The recommended Bid, should one be declared, shall have achieved, by virtue of being declared a recommended Bid, the Township staff's recommendation that Municipal Council award the contract to the recommended Bid.

### 13.0 AWARD OF CONTRACT

- **13.1** Should Municipal Council approve the Manager of Public Works recommendation that the Township awards the Contract to the recommended Bid, the Township and the recommended Bid shall execute Contract #PW-03-2022.
- 13.2 The following documents form part of Contract #PW-03-2022: (a) the executed Contract Agreement upon Municipal Council's Award of Contract; (b) the Special Provisions; (c) the recommended Bid, (d) any Addendum that may be issued by the Township; (e) the Agreement to Bond; (f) the RFT Response Form; (g) the Form of Tender; (h) the List of Sub-Contractors; and (i) the Contract Drawings.

### 14.0 CLOSING DATE AND TIME

**14.1** Tenders must be received by: 12:00 o'clock noon, local time, on August 30, 2022.



### **SPECIAL PROVISIONS**

### 1.0 GENERAL

**1.1** These Special Provisions form part of Contract #PW-03-2022.

### 2.0 STANDARD REQUIRED SPECIFICATIONS

- **2.1 SP 100.01** Contractor to install and maintain throughout the project sufficient sediment and erosion control measures to ensure that no deleterious materials shall fall into any waterway, either directly or indirectly. Measures are to remain in place until the disturbed areas are stabilized. Confirm with the contract administrator when ready to remove.
- **SP 100.02** Work shall be undertaken during regular business hours from September 7, 2022 to October 21, 2022 inclusive.
- **2.3 SP 351.01** Sidewalks shall be constructed with Dummy Joints per OPSD 310.010 and OPSS 351.07.11.02.
- **2.4 SP 351.02** OPSS 351.09.01.02 is replaced in its entirety with: "Measurement of tactile plates shall be by each ramp location."
- **2.5 SP 351.03** Construct rest areas in the same manner as the sidewalks. Provide an expansion joint along the entire length of where the rest area and sidewalk abut. Compact the rest area in the same manner as the sidewalk granulars as one to reduce future differential settlement.

The colour contrast strip is to be topically applied concrete dye, a colour as chosen by the Township. Provide samples allowing one week for a decision.

The minimum standards for the rest area installation shall be per the Middlesex County Accessibility Guidelines, attached here.

The bench is to be placed to the left most of the concrete pad at all locations. Provide bench shop drawings allowing one week to review.



### RFT# PW-03-2022 RESPONSE FORM (ACKNOWLEDGEMENT)

### FOR THE SUPPLY OF CONSTRUCTION OF SIDEWALKS

- 1. I/We have read and understand the Township of Adelaide Metcalfe RFT #PW-03-2022, including all Addenda, and hereby agree to all of the requirements, terms and conditions set out therein.
- 2. I/We, the undersigned, herewith agree to supply Construction of Sidewalks in accordance with the required specifications issued by the Township of Adelaide Metcalfe, at the attached prices.
- 3. I/We have read and understand the contents and requirements of this RFT and by endorsing below, confirm that the Township has the legal right and ability to enforce the requirements, terms and conditions of this RFT against the Bidder and that the Bidder is estopped from pleading or asserting otherwise in any action or proceeding.

Name of Bidder	
Address	
HST #	
TELEPHONE	
FAX	
EMAIL	
EMERGENCY CONTACT NUMBER	
AUTHORIZED SIGNATURE	DATE

I have authority to bind the bidder



## FORM OF TENDER FOR THE SUPPLY CONSTRUCTION OF SIDEWALKS

SPEC General	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
	Mobilization / Demobilization	1	LS		
100	General conditions	1	LS		
SP 100.01	Site Safety and Environmental	1	LS	Sub-Total of 'A' =	
Removals				545 F544 51 71	
510	Asphalt or concrete driveway removal, saw cut and disposal off site	8	ea		
510	Remove excess material offside (Provisional)	50	m³	Sub-Total of 'B' =	
Constructio	n				
206, 212	Earthworks, Rough grade to subgrade, using borrow material from site. Approximate cut 60m³, Approximate fill 60m³.	1	LS		
206, 1010	Supply and place Granular C fill (Provisional)	80	t		
351 SP 351.01	Supply and place concrete sidewalks, 1.5m wide, 100mm deep	620	m		
206, 1010	Supply and place Granular A base, 150mm deep	335	t		
351 SP 351.02 SP 351.03	Supply and install tactile plates at ramps and intersections	2	ea		
802,804, 1010	Supply and install 150mm topsoil and hydroseed to all disturbed areas.	1	LS		
206, 1010,357	Rest Areas, concrete including base - 1.5m x 3.4m, stripping, rough grade, fine grading, colour contrast strip	2	ea		
	375mm HDPE storm, including backfill, bedding	25	m		
				Sub-Total of 'C' =	
	SUMMARY				
enced above instances wh	are Ontario Provincial Standard Specifications. ere an OPSS has been split into PROV and MUNI			'A' - General =  'B' - Removals =  'C' - Construction =  Sub-Total =  Pre Tax Total =  HST (13%) =	
	Secondaria	Asphalt or concrete driveway removal, saw cut and disposal off site  510 Remove excess material offside (Provisional)  Construction  206, 212 Earthworks, Rough grade to subgrade, using borrow material from site. Approximate cut 60m³, Approximate fill 60m³.  206, 1010 Supply and place Granular C fill (Provisional)  51 SP 351.01 Supply and place concrete sidewalks, 1.5m wide, 100mm deep  206, 1010 Supply and place Granular A base, 150mm deep  52 SP 351.02 SP 351.03 Supply and install tactile plates at ramps and intersections  802,804, 1010 to all disturbed areas.  Rest Areas, concrete including base - 1.5m x 3.4m, stripping, rough grade, fine grading, colour contrast strip  375mm HDPE storm, including backfill, bedding	Asphalt or concrete driveway removal, saw cut and disposal off site  510 Remove excess material offside (Provisional)  50  Construction  206, 212 Earthworks, Rough grade to subgrade, using borrow material from site. Approximate cut 60m³, Approximate fill 60m³.  206, 1010 Supply and place Granular C fill (Provisional)  51 Supply and place concrete sidewalks, 1.5m wide, 100mm deep  52 Supply and place Granular A base, 150mm deep  351.01 Supply and install tactile plates at ramps and intersections  58 Supply and install tactile plates at ramps and intersections  59 Supply and install 150mm topsoil and hydroseed to all disturbed areas.  206, 1010 to all disturbed areas.  206, 1010,357 Rest Areas, concrete including base - 1.5m x 3.4m, stripping, rough grade, fine grading, colour contrast strip  375mm HDPE storm, including backfill, bedding  50 SUMMARY  Summary	Asphalt or concrete driveway removal, saw cut and disposal off site  510 Remove excess material offside (Provisional)  206, 212 Earthworks, Rough grade to subgrade, using borrow material from site. Approximate cut 60m³, Approximate fill 60m³.  206, 1010 Supply and place Granular C fill (Provisional)  80 t  Supply and place Granular C fill (Provisional)  206, 1010 Supply and place concrete sidewalks, 1.5m wide, 100mm deep  Supply and place Granular A base, 150mm deep  351.01 Supply and install tactile plates at ramps and intersections  Supply and install tactile plates at ramps and intersections  802,804, 1010 Supply and install 150mm topsoil and hydroseed to all disturbed areas.  206, 1010,357 Rest Areas, concrete including base - 1.5m x 3.4m, stripping, rough grade, fine grading, colour contrast strip  375mm HDPE storm, including backfill, bedding 25 m  SUMMARY  So otherwise indicated by an 'SP' label, all specifications instances where an OPSS has been split into PROV and MUNI atives, the MUNI version shall be used.	Removals    Sub-Total of 'A' =

## FORM OF TENDER FOR THE SUPPLY OF CONSTRUCTION OF SIDEWALKS

Bidders shall list other companies or organizations for which they have completed similar work. (A minimum of 3 shall be supplied)

LIST OF REFERENCES					
NAME	ADDRESS	CONTACT PERSON	TELEPHONE NUMBER		

## FORM OF TENDER FOR THE SUPPLY OF CONSTRUCTION OF SIDEWALKS

Bidder shall list a complete list of equipment that is available to complete this contract.

TYPE OF EQUIPMENT	INTENDED USE	OWN OR RENT

### LIST OF SUB CONTRACTORS

Bidders shall list all sub-contractors who they propose to use in the completion of this project.

Sub-Contractors List			
Company Name & Address	Contact Person	Phone Number	

### **AGREEMENT TO BOND**

## CONTRACT AGREEMENT Contract #PW-03-2022

(hereinafter, the "Eff	made in duplicate this ective Date")	day of	2022
BETWEEN:			
	(Hereinafter, called	the "Vendor")	OF THE FIRST PART
	_ar	nd-	OF THE FIRST PART

## THE CORPORATION OF THE TOWNSHIP OF ADELIADE METCALFE (Hereinafter, called the "Township")

OF THE SECOND PART

### **WHEREAS**

- A. The Township is a municipality and a lower-tier municipality as defined by the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended or replaced (the "*Municipal Act*");
- B. The Vendor is the successful respondent to Request for Tender for Contract #PW-03-2022, issued by the Township for the provision of Construction of Sidewalks;
- C. Section 9 of the *Municipal Act* provides that municipalities have the capacity, rights, powers and privileges of natural persons, which includes the power to do things that natural persons can do, such as, enter into agreements;
- D. Council for the Corporation of the Township of Adelaide Metcalfe ("Council") wishes to award Contract #PW-03-2022 to the Vendor, on the terms and conditions set out in the Contract Documents, as defined herein; and
- E. The Vendor agrees to supply the Township with Dust Suppressants and Road Stabilization products on the terms and conditions set out in the Contract Documents, as defined herein.

**NOW THEREFORE** in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

### 1.0 INCORPORATION OF RECITALS

**1.1** The Parties agree that the above recitals are true and hereby incorporated into this Agreement by reference.

### 2.0 **DEFINITIONS**

- **2.1** "Addenda" means any addenda to RFT for Contract #PW-03-2022 issued by the Township prior to the Closing Date and time of the RFT.
- **2.2** "Contract" means Contract #PW-03-2022.
- **2.3** "Contract Agreement" or "Agreement" means this agreement between the Vendor and the Township.
- 2.4 "Contract Documents" means the documents forming Contract #PW-03-2022 including: (a) the executed Contract Agreement upon Municipal Council's Award of Contract; (b) the Special Provisions; (c) the recommended Bid, (d) any Addendum that may be issued by the Township; (e) the Agreement to Bond; (f) the RFT Response Form; (g) the Form of Tender; (h) the Contract Drawings and (i) the List of Sub-Contractors.
- **2.5** "Contract Term" means the term of the contract referred to in section 4.0 of this Agreement.
- **2.6** "Contract Drawings" means the plans, Issued for Tender by Driven Engineering Inc.
- **2.7** "RFT for Contract #PW-03-2022" means the Request for Tender issued for Contract #PW-03-2022 by the Township of Adelaide Metcalfe.
- **2.8** "Special Provisions" means the required special provisions forming part of Contract #PW-03-2022.
- **2.9** "Standard Specifications" means the Ontario Provincial Standard Specifications and other specifications referenced in the Special Provisions and forming part of the Contract.
- **2.10** "Township" means the Corporation of the Township of Adelaide Metcalfe.
- **2.11** "Vendor's Tender" means the tender submitted by the Vendor in response to RFT for Contract #PW-03-2022, selected as the successful Tender by the Manager of Public Works and approved by Council.

### 3.0 ORDER OF PRECEDENCE

- 3.1 In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:
  - (a) Executed Contract Agreement;
  - (b) RFT;
  - (c) Addenda;
  - (d) Special Provisions;

- (e) Standard Specifications; and
- (f) Vendor's Tender.

#### 4.0 CONTRACT TERM

**4.1** The term of this Contract Agreement shall expire on December 31, 2022, commencing on the Effective Date.

### 5.0 SUPPLY OF CONSTRUCTION OF SIDEWALKS

- **5.1** The construction of sidewalks including all excavation, removals supply and placement per the Contract.
- **5.2** All items provided by the Vendor shall be provided at the unit prices as quoted in the Form of Tender.
- 5.3 The Vendor hereby acknowledges and agrees that the quantities listed in the RFT for Contract #PW-03-2022 represent good faith estimate of the total quantity required by the Township for the Contract Term, based on the information available to the Township at the time the RFT was issued. The Vendor further acknowledges and agrees that such estimate does not bind the Township and may be subject to change as circumstances require.
- 5.4 Without limiting the foregoing, the Vendor hereby acknowledges and agrees that the Township shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by the Vendor or any third party resulting from changes to the quantities listed in the RFT for Contract #PW-03-2022.
- 5.5 All vehicles delivering product are to be in proper and safe operating condition, and all deliveries must be made by carriers properly licensed, trained, and insured and all loads must be within the gross weight and axle weight laws of the Province.

### 6.0 PAYMENT

- **6.1** Payment by the Township shall be made following delivery, inspection and acceptance of the goods, and following presentation of an invoice which correctly corresponds with the goods provided.
- **6.2** Unless otherwise stated, the period for payments will be within thirty (30) days, calculated from the date the invoice is received, or delivery and acceptance of the goods, whichever date is later.
- 6.3 The Vendor agrees that no cost amount as identified in its Bid shall be exceeded without the written approval of the Township, and that all prices contained in the Bid form an upset limit above which no further payment will be made. The Vendor acknowledges and hereby agrees that it will perform all of the required conditions pursuant to the Special Conditions as set out in the RFT and Bid even if the upset limited is reached.

### 7.0 INVOICES

- 7.1 Invoices for monies due on this contract shall be delivered to the Township at the address shown on the signature page of this Agreement.
- **7.2** Payments may be deferred, at the Township election, if the following information is not shown on the invoice:
  - (a) Amount for the total invoice
  - (b) H.S.T. amount
  - (c) Date of invoice
  - (d) Complete product description
  - (e) Purchaser's name and ship to address
  - (f) Purchase Order Number.
- 7.3 The Vendor shall, in every case, deliver a packing slip with all goods or materials. This packing slip shall show distinctly the number of the official Purchase Order upon which the goods or materials are being delivered and also shall specify in detail all the goods or materials therewith offered for acceptance, showing the number of pieces, weight, length or volume, as the case may be, of each class of goods or materials.

### 8.0 INDEMNITY

8.1 The Vendor shall indemnify, defend, and hold the Township, its elected officials, officers, directors, employees, agents, affiliates, and representatives) harmless against any and all claims, demands, costs (including legal costs on a substantial indemnity basis), penalties, fines, fees, royalties, damages (including indirect, special, remote, and/or consequential damages) and causes of action, including, without limitation, proprietary or personal injury (including death) that arise from, either directly or indirectly, or relate to, any act or omission of the Vendor, its officials, directors, officers, employees, agents, affiliates, partners (general or limited), joint venturers, contractors, sub-contractors, and other representatives, in connection with the Vendor's responsibilities pursuant to all Contract Documents, including without limitation, the carrying out or failure to carry out any obligation under the Contract or the provision of any and all goods and services, except to the extent that same was caused by the negligence or willful misconduct of the Township.

### 9.0 INSURANCE

- 9.1 The Vendor shall provide and maintain during the Term of the Agreement Commercial General Liability insurance acceptable to the Township and subject to limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. The Commercial General Liability insurance shall include coverage for:
  - i. Premises and operations liability

- ii. Products or completed operations liability
- iii. Blanket contractual liability
- iv. Cross liability
- v. Contingent employer's liability
- vi. Personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character; invasion of privacy; wrongful eviction or wrongful entry
- vii. Liability with respect to non-owned licensed motor vehicles.
- 9.2 The Vendor shall provide and maintain during the Term of the Agreement Automobile Liability Insurance in respect of licensed vehicles with limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property, and (a) standard non-owned automobile policy including standard contractual liability endorsement, and (b) standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Vendor.
- 9.3 The Vendor shall provide the Township with an original Certificate of Insurance for each type of insurance coverage that is required. The Vendor shall ensure that the Owner is, at all times in receipt of a valid Certificate of Insurance for each type of insurance coverage, in such amounts as specified in Tender Documents.
- **9.4** The Commercial General Liability insurance policies shall be in the name of the Vendor and shall name the Township as an additional insured thereunder.

#### 10.0 TERMINATION

- **10.1** This Agreement may be terminated by the Township at any time without cost or penalty.
- **10.2** The Vendor may terminate this Agreement by providing 90 days' written notice to the Township.

### 11.0 NOTICE

11.1 Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address found on the signing page or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective seven days from the day it is delivered, mailed or electronically sent.

### 12.0 VOLUNTARY AGREEMENT

**12.1** The Parties warrant that this Agreement is voluntary, that none of the Parties are under any legal disability and that each Party has had an opportunity to seek the advice of independent legal counsel with respect to this Agreement.

### 13.0 SEVERABILITY

13.1 Should any provision or provisions of this Agreement be determined to be void or unenforceable in whole or in part, it or they shall be deemed not to affect or impair the validity or enforceability of any other provision and it or they shall be considered separate and severable from the Agreement and its remaining provisions which shall remain in force and be binding on the parties.

### 14.0 COUNTER PARTS

**14.1** This Contract may be executed in any number of counterparts and delivered by electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### 15.0 ASSIGNMENT

**15.1** The Vendor shall not assign or transfer this Contract or any part thereof, without the written consent of the Township, duly approved and executed.

### 16.0 SUCCESSORS, SUBCONTRACTORS AND ASSIGNS

**16.1** This agreement shall extend to, benefit and bind the parties thereto, their successors, sub-contractors and assigns, respectively.

### 17.0 GOVERNING LAW: LANGUAGE

17.1 The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the parties hereto attorney to the exclusive jurisdiction of the courts of that Province. The parties have requested that this Agreement and all related documents be in English.

### **18.0 AMENDMENT**

**18.1** This Agreement may not be amended or modified except by written instrument executed by both parties.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

**IN WITNESS THEREOF** this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

THE TOWNSHIP OF ADELAIDE METCALFE

We have authority to bind the Corporation

### Per: \_ Address for Service: Mayor, Kurtis Smith Township of Adelaide Metcalfe 2340 Egremont Dr. R.R.#5 Per: \_\_ Clerk, Mike Barnier Strathroy, ON N7G 3H6 We have authority to bind the Corporation ## NAME VENDOR ## Date: \_\_\_\_\_\_, 2022 Address for Service: Attn: Address Per: Per:

## GENERAL NOTES

- THE OWNER'S PROFESSIONAL ENGINEER IS REQUIRED TO REVIEW THE INSTALLATION OF SERVICES INCLUDED IN THIS PROJECT IN ACCORDANCE WITH THE GENERAL REVIEW COMMITMENT CERTIFICATION PROCESS. THE CONTRACTOR IS TO PROVIDE AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION OF THE SITE SERVICES.
- 2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND 2012 ONTARIO BUILDING CODE
- DRIVEN ENGINEERING INC. IS NOT RESPONSIBLE FOR THE INFORMATION PROVIDED BY OTHERS, INCLUDING BUT NOT LIMITED TO EXISTING TOPOGRAPHY, BENCHMARKS, PROPERTY BOUNDARY.

## CONSTRUCTION NOTES

- THE CONTRACTOR IS TO CONTACT THE ENGINEER OF RECORD FOR FINAL INSPECTION.
- HEALTH AND SAFETY ACT AS REQUIRED BY THE MINISTRY OF LABOUR.
- THE CONTRACTOR IS TO REVIEW AND CONFIRM ALL EXISTING CONDITION INFORMATION & INFORM DRIVEN ENGINEERING INC. OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION. DRIVEN ENGINEERING 11. INC. IN NO WAY ACCEPTS RESPONSIBILITY FOR ANY INACCURACIES FOUND ON THIS PLAN RELATIVE TO 12. EXISTING CONDITIONS FOR THE SITE.
- PRIOR TO COMMENCING ANY CONSTRUCTION, ALL CONNECTION INFORMATION, BENCHMARKS, ELEVATIONS, DIMENSIONS, GRADES, ETC. MUST BE CHECKED BY THE CONTRACTOR AND VERIFIED AND 13. ANY DISCREPANCIES REPORTED TO THE ENGINEER.
- PRIOR TO COMMENCING ANY WORK ON THE INSTALLATION OF SERVICES, AN APPROVED SET OF ISSUED FOR CONSTRUCTION PLANS AND SPECIFICATIONS MUST BE AVAILABLE ON THE JOB AND SHALL REMAIN 14. THERE WHILE WORK IS BEING DONE
- 6. STRIP FULL DEPTH OF TOPSOIL IN AREAS TO BE DISTURBED AND STOCK PILE FOR RE-USE IN GRASSED/LANDSCAPED AREAS.
- CONTRACTOR IS RESPONSIBLE FOR ALL AS-BUILT INVERTS AND GRADES. RECORD ANY DEVIATION OF PIPE OR STRUCTURE LOCATION INVOLVED WITH THIS PROJECT. CONTRACTOR TO PROVIDE A COPY OF THE AS-BUILT DRAWING SHOWING ALL CHANGES CLEARLY MARKED IN RED.
- THE CONTRACTOR SHALL CONSTRUCT TEMPORARY MEASURES TO CONTROL SILT ENTERING THE STORM DRAINAGE SYSTEM TO THE SPECIFICATIONS OUTLINED IN THE GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES PREPARED BY THE MINISTRY OF NATURAL RESOURCES. THESE MEASURES ARE TO BE INSTALLED PRIOR TO COMMENCING ANY CONSTRUCTION FOR THIS PROJECT, ARE TO REMAIN IN PLACE AND BE MAINTAINED IN WORKING ORDER UNTIL CONSTRUCTION HAS BEEN COMPLETED TO BASE ASPHALT AND SOD, OR THE SATISFACTION OF THE CITY ENGINEER.
- 9. WORK ON OR ADJACENT TO THE MUNICIPAL R.O.W. SHALL BE COMPLETED IN ACCORDANCE WITH THE ONTARIO TRAFFIC MANUAL BOOK 7 LATEST EDITION. 10. THE CONTRACTOR IS RESPONSIBLE FOR:
  - 10.1. CONNECTING ANY EXISTING SEWER OR DRAIN ENCOUNTERED DURING CONSTRUCTION TO A NEW SEWER OF SIMILAR TYPE, SIZE AND MATERIAL OR INTO ANOTHER EXISTING SEWER OF THE SAME TYPE.
- ENSURING THAT THERE IS NO INTERRUPTION OF ANY SURFACE OR SUBSURFACE DRAINAGE FLOW THAT WOULD ADVERSELY AFFECT NEIGHBOURING PROPERTIES. 11. WATER SERVICE CONNECTION TO MAIN BY MUNICIPAL STAFF.

## RESTORATION NOTES

- ALL WORK IN THE MUNICIPAL ROAD ALLOWANCE SHALL MEET THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE CITY OF LONDON. THE CONTRACTOR IS REQUIRED TO OBTAIN & PAY FOR PERMIT TO WORK IN MUNICIPAL R.O.W.
- ALL SURFACES WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO A CONDITION AT LEAST AS GOOD AS ORIGINAL, OR AS PER BELOW (WHICHEVER IS GREATER) OR IF WITHIN THE MUNICIPAL RIGHT OF WAY TO THE SATISFACTION OF THE MUNICIPAL ENGINEER, ALL AT NO COST TO THE MUNICIPAL GRASSED AREAS TO BE RESTORED w/ 100mm TOPSOIL & SEED
- CONCRETE SIDEWALK-N/A.
- CONCRETE CURB AND GUTTER-N/A
- ANY ASPHALT AREA DISTURBED DURING CONSTRUCTION SHALL BE RESTORED AS FOLLOWS:
- 2.4.1. PROOF ROLL SUBGRADE (TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER) PRIOR TO PLACEMENT OF GRANULARS (98% STANDARD PROCTOR MAXIMUM DRY DENSITY
- 2.4.2. ADJACENT ASPHALT TO BE MILLED 50mm DEEP x 500mm WIDE PRIOR TO RESTORATION SEE DETAIL THIS SHEET. ENSURE CLEAN EDGES IMMEDIATELY PRIOR TO PAVING.
- 2.4.3. MINIMUM RECOMMENDED HEAVY DUTY PAVEMENT STRUCTURE (TO BE REVIEWED & APPROVED BY THE GEOTECHNICAL ENGINEER) -40mm HL3 SURFACE ASPHALT COMPACTED TO 97% MARSHALL MIX DESIGN BULK
  - -50mm HL8 BINDER ASPHALT COMPACTED TO 97% MARSHALL MIX DESIGN BULK DENSITY ASPHALT TO BE SUPPLIED AND PLACED IN ACCORDANCE WITH OPSS 310 & 1150
  - -150mm OF GRANULAR 'A' COMPACTED TO 100% SPMDD -300mm OF GRANULAR 'B' COMPACTED TO 100% SPMDD GRANULARS TO BE SUPPLIED AND PLACED IN ACCORDANCE WITH OPSS 501 & 1010
- 2.4.3. MINIMUM RECOMMENDED LIGHT DUTY PAVEMENT STRUCTURE (TO BE REVIEWED & APPROVED BY THE GEOTECHNICAL ENGINEER)
  - -60mm HL3 SURFACE ASPHALT COMPACTED TO 97% MARSHALL MIX DESIGN BULK
  - ASPHALT TO BE SUPPLIED AND PLACED IN ACCORDANCE WITH OPSS 310 & 1150 -150mm OF GRANULAR 'A' COMPACTED TO 100% SPMDD
- -300mm OF GRANULAR 'B' COMPACTED TO 100% SPMDD GRANULARS TO BE SUPPLIED AND PLACED IN ACCORDANCE WITH OPSS 501 & 1010
- RESTORE ALL PAVEMENT MARKINGS TO MATCH EXISTING PRE-CONSTRUCTION CONDITIONS AND MARKINGS SHALL BE COMPLETED IN ACCORDANCE WITH OPSS 710 'CONSTRUCTION SPECIFICATION FOR PAVEMENT MARKING'. PAVEMENT MARKINGS WITHIN R.O.W. WITH GLASS BEADS
- ALL EXTERIOR HORIZONTAL CONCRETE SHALL BE MIN 100mm THICK, 32 MPa AT 28 DAYS c/w 5-8% AIR ENTRAINMENT ON MIN. 100mm THICK GRANULAR 'A' COMPACTED TO 100% SPMDD.
- ALL AREAS OUTSIDE THE CONSTRUCTION LIMITS SHALL NOT BE DISTURBED. ANY DAMAGED TO THOSE AREAS ARE TO BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

## **UTILITIES NOTES**

- ALL WORK FOR COORDINATION, DESIGN, AND CONSTRUCTION OF UTILITIES IS BY OTHERS. DRIVEN ENGINEERING INC. DESIGN AND DRAWINGS ARE FOR MUNICIPAL SERVICING ONLY. ANY UTILITY INFORMATION SHOWN IS FOR REFERENCE/COORDINATION PURPOSES ONLY AND MAY NOT BE ACCURATE.
- ALL EXISTING UNDERGROUND UTILITY (TELEPHONE, HYDRO, GAS, CABLE, SEWER, WATERMAINS, ETC.) THAT WILL BE CROSSED UNDER DURING THE INSTALLATION OF SERVICES FOR THIS DEVELOPMENT SHALL BE SUPPORTED, AS MAY BE REQUIRED BY THE OWNERS OF THE UTILITY BEING CROSSED UNDER. CONTRACTOR TO CONFIRM REQUIREMENTS WITH UTILITY OWNER.
- CONTRACTOR TO LOCATE/FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR TO COORDINATE WITH UTILITIES PROVIDER FOR BRACING, DECOMMISSIONING AND/OR RELOCATION OF EXISTING GAS, HYDRO, TELEPHONE, CABLE, ETC. SERVICES, IF REQUIRED.

## SEDIMENT & EROSION CONTROL MEASURES:

- PROTECT ALL EXPOSED SURFACES AND CONTROL ALL RUNOFF DURING CONSTRUCTION.
- SEDIMENT AND EROSION CONTROL MEASURES TO BE REMOVED AT COMPLETION OF PROJECT (FOLLOWING COMPLETION OF BASE ASPHALT AND LANDSCAPING).
- MAINTAIN EROSION CONTROL MEASURES DURING CONSTRUCTION ALL COLLECTED SEDIMENT TO BE DISPOSED OF AT AN APPROVED LOCATION.
- MINIMIZE AREA DISTURBED DURING CONSTRUCTION.
- ALL DEWATERING TO BE DISPOSED OF IN AN APPROVED SEDIMENTATION BASIN
- PROTECT ALL CATCH BASINS, MANHOLES AND PIPE ENDS FROM SEDIMENT INTRUSION WITH GEOTEXTILE FABRIC (TERRAFIX 270 R) OR APPROVED SILT SACKS. KEEP ALL SUMPS CLEAN DURING CONSTRUCTION. CLEAN SUMPS IMMEDIATELY PRIOR TO SUBSTANTIAI
- COMPLETION. PREVENT WIND-BLOWN DUST.
- 2. THE CONTRACTOR SHALL, AT LEAST, TAKE ALL PRECAUTIONARY MEASURES UNDER THE OCCUPATIONAL 10. STRAW BALES TO BE USED IN LOCALIZED AREAS AS DIRECTED BY THE ENGINEER DURING CONSTRUCTION FOR WORKS WHICH ARE IN OR ADJACENT TO FLOOD LINES, FILL LINES AND HAZARDOUS SLOPES.
  - STRAW BALES TO BE TERMINATED BY ROUNDING BALES TO CONTAIN AND FILTER RUNOFF.
  - OBTAIN APPROVAL FROM THE UPPER THAMES REGION CONSERVATION AUTHORITY PRIOR TO CONSTRUCTION FOR WORKS WHICH ARE IN, OR ADJACENT TO FLOOD LINES, FILL LINES AND HAZARDOUS SLOPES.
  - ALL SILT FENCING AND DETAILS ARE AT THE MINIMUM TO BE CONSTRUCTED IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES.
  - ALL OF THE ABOVE NOTES AND ANY SEDIMENT & EROSION CONTROL MEASURES ARE AT THE MINIMUM TO BE IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR REGULAR MONITORING AND CLEANUP OF TACKED MUD/DEBRIS ON ADJACENT LANDS AND PUBLIC ROADS TO THE SATISFACTION OF THE ENGINEER AND MUNICIPALITY.
  - PERIODIC REMOVAL OF ACCUMULATED SEDIMENT SHALL BE UNDERTAKEN AS NECESSARY OR AT THE EXPRESSED DIRECTION OF THE ENGINEER. ALL COLLECTED SEDIMENT SHALL BE DISPOSED OF AT AN APPROVED LOCATION.
  - DRIVEN UNDERTAKES A TARGETED USE DESIGN PHILOSOPHY FOR SILT FENCE, SHOWING IT AT LOCATIONS WHICH MAY BE SUSCEPTIBLE TO RUN-OFF OF SILT IN RAIN EVENTS. IN SO DOING, DRIVEN IS REDUCING THE DISTURBANCE TO THE NATURAL AND ESTABLISHED VEGETATION AND CREATING LESS WASTE, BOTH IN THE LANDFILLS AND ON SITE.

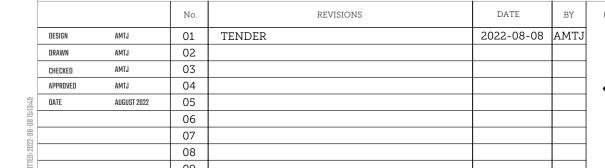
EXISTING/PROPOSED CATCH BASIN WITH SILT SACKS \_\_\_\_<del>20.0-300mm St @ 1.0%</del> \_\_\_ Existing Storm sewer

20.0-300mm ST @ 1.0% PROPOSED STORM SEWER EXISTING/PROPSED FIRE

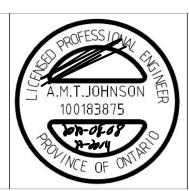
## REFERENCE DOCUMENTS:

MIDDLESEX COUNTY ACCESSIBILITY GUIDELINES











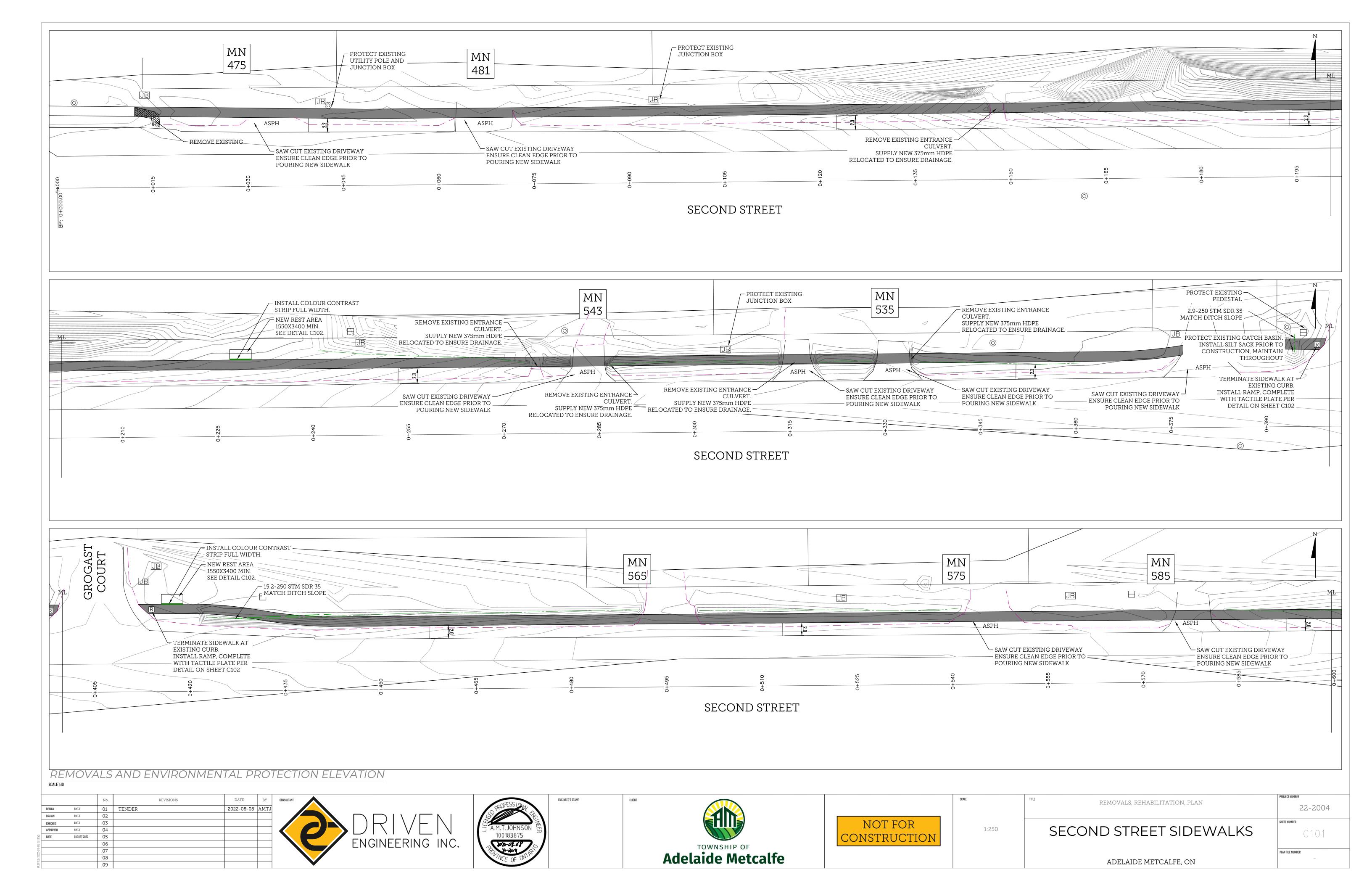


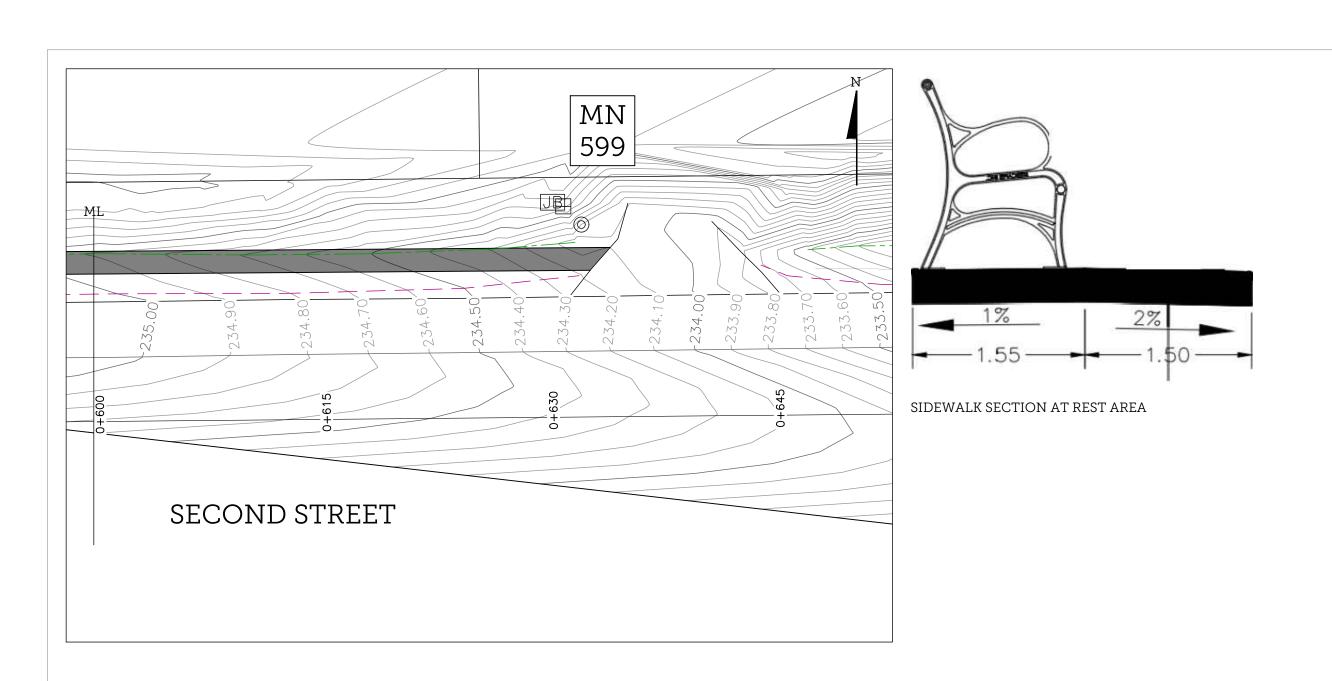
NOTES AND LEGEND SECOND STREET SIDEWALKS

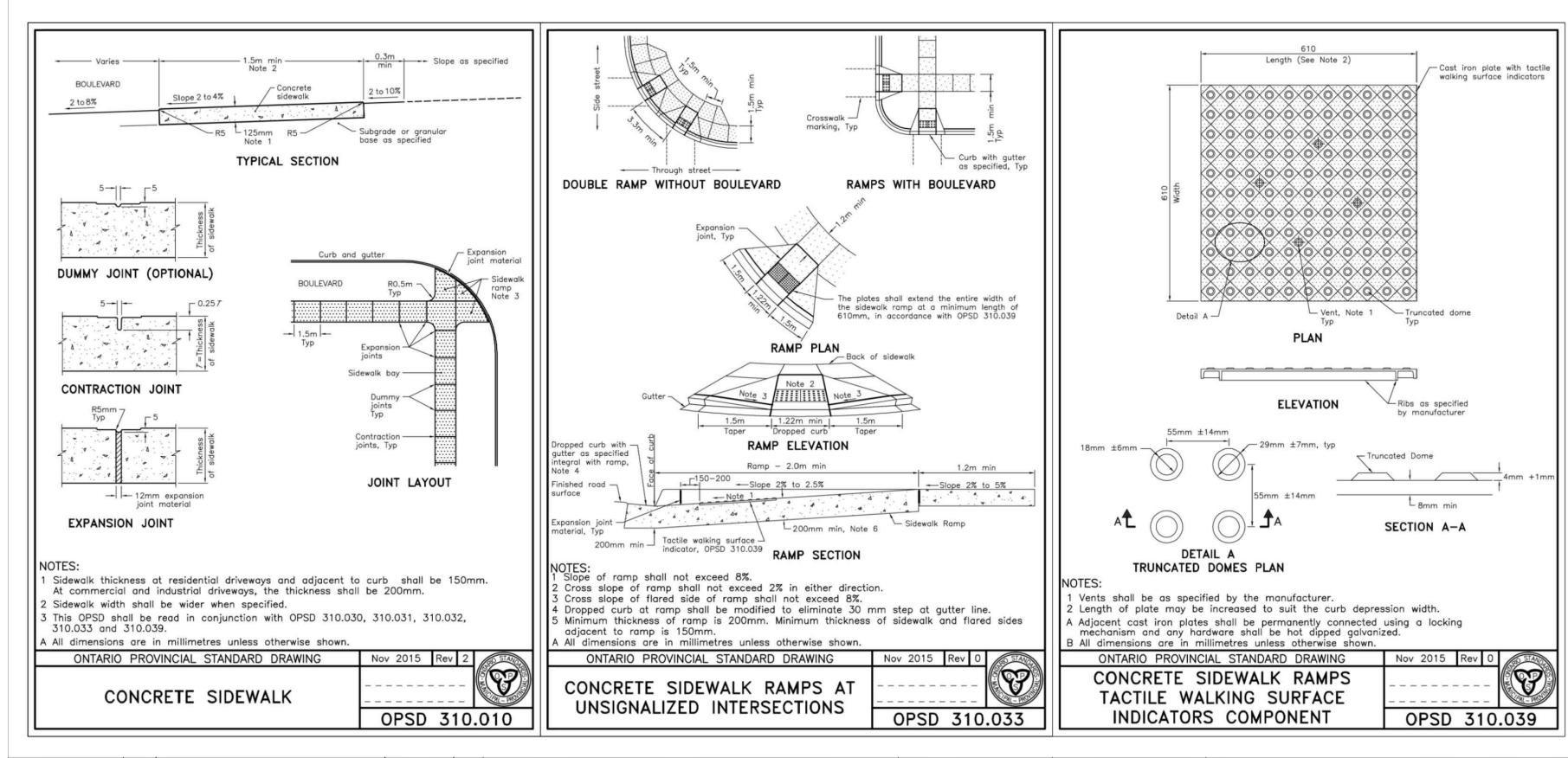
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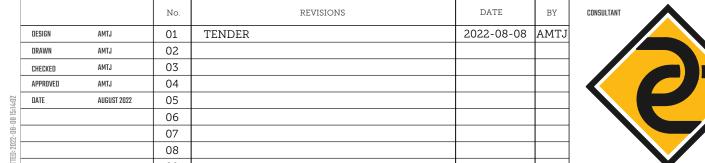
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ADELAIDE METCALFE, ON

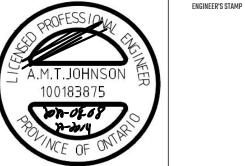














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STORMWATER MANAGEMENT AREAS SECOND STREET SIDEWALKS

PLAN FILE NUMBER

22-2004

ADELAIDE METCALFE, ON