

**PAVING OF ALBAN  
COMMUNITY CENTRE  
ACCESS**

**MUNICIPALITY OF  
FRENCH RIVER  
CONTRACT NO.  
PW - 2018 - 19**



**July 25, 2018**

**Stantec Consulting Ltd.  
400-1331 Clyde Avenue  
Ottawa, ON K2C 3G4**

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**CONTRACT NO. PW-2018-19**

**Stantec Consulting Ltd.  
400 - 1331 Clyde Avenue  
Ottawa, Ontario  
K2C 3G4**

**Public Works Director  
Municipality of French River  
44 St. Christophe Street, Suite 1  
Noelville, Ontario  
P0M 2N0**

**MUNICIPALITY OF FRENCH RIVER**  
**PAVING OF ALBAN COMMUNITY CENTRE ACCESS**

**CONTRACT NO. PW-2018-19**

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**MUNICIPALITY OF FRENCH RIVER**  
**PAVING OF ALBAN COMMUNITY CENTRE ACCESS**

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SEALED TENDERS on forms supplied by the Municipality, will be received in envelopes plainly marked as to contents by the Public Works Director at the office at the Municipality of French River, 44 St. Christophe Street, Suite 1, Noelville, ON, P0M 2N0, until 2:00 PM, local time on:

**Thursday August 9, 2018**

For the Paving the Alban Community Centre Access, from the edge of Highway 64 to the south end of the Fire Hall frontage, approximately 190m.

Plans, Specifications and Form of Tender may be obtained at the Municipality Office.

Tenders will be opened in public at 2:05 P.M. local time on Thursday, August 9, 2018 in the Municipality of French River, 44 St. Christophe Street, Suite #1, Noelville, Ontario.

The lowest or any tender will not necessarily be accepted.

Public Works Director  
Municipality of French River  
44 St. Christophe Street, Suite #1  
Noelville, Ontario  
P0M 2N0

(COPY OF TENDER ADVERTISEMENT)

**MUNICIPALITY OF FRENCH RIVER**

**PAVING OF ALBAN COMMUNITY CENTRE ACCESS**

**CONTRACT NO. PW-2018-19**

**SECTION A**

**INFORMATION FOR TENDERERS**

## INFORMATION FOR TENDERERS

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## **INFORMATION FOR TENDERERS**

### **A-1 SCOPE OF WORK**

The work to be done includes preparation of site, minor grading and compaction, hot mix asphalt, and erosion and sediment control measures in accordance with details set out more specifically hereafter.

### **A-2 TENDER REQUIREMENTS**

Tender Form

The correct Tender Form, as supplied by the Municipality's Public Works Director, must be used and in the possession of the Municipality's Public Works Director or the duly authorized representative on or before the Tender Closing Date and Time. Bids received after Closing Time will not be considered.

The Tender must be legible, written in ink or typewriter and ALL ITEMS MUST BE BID where stipulated with the unit price for every item and other entries clearly shown.

The bid must not be restricted by a statement added to the Tender Form or a covering letter, or alterations to the Tender Forms provided by the Owner.

Adjustments by telegram, electronic submission, or letter to a Tender already submitted will not be considered. A Bidder desiring to make adjustments to a Tender must withdraw the Tender and/or supersede it with a later Tender submission.

Tenders must be submitted in sealed envelopes, with the contract number and the bidder's name and address clearly marked on the outside.

The Tender Form must be signed and witnessed in the spaces provided on the form with the signature of the Bidder or of a responsible official of the organization bidding. If a joint bid is submitted, it must be signed and witnessed on behalf of each of the Bidders and if the signing authority for each Bidder is vested in one individual, he shall sign separately on behalf of each Bidder. In the case of an incorporated company, the corporate seal must be affixed to the Tender Form.

Erasures, overwriting or strike-outs must be initialed by the person signing on behalf of the organization bidding.

### **A-3 INFORMAL OR UNBALANCED TENDERS**

Tenders which are incomplete, conditional, illegible, or obscure, or that contain additions not called for, reservations, erasures, alterations or irregularities of any kind, may be rejected as informal.

Tenders that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the Owner may be rejected.

Wherever in a Tender the amount tendered for an item does not agree with the extension of the estimated quantity and the Tendered Unit Price, the Unit price shall govern and the amount shall be corrected accordingly.



## INFORMATION FOR TENDERERS

The Owner reserves the right to waive informalities at their discretion.

### A-4 TENDER DEPOSIT

The Tender must be accompanied by a certified cheque, bank draft, or money order, made payable to the Corporation of the Municipality of French River equal to or greater than the amount shown in the following Table and must be enclosed in the same envelope as the Tender. A Bid Bond will not be accepted.

<u>Total Amount of Contractor's Tender (\$)</u>	<u>Minimum Deposit Required (\$)</u>
20,000 or less	500.00
20,000.01 to 50,000.00	1,000.00
50,000.01 to 100,000.00	2,000.00
100,000.01 to 250,000.00	9,000.00
250,000.01 to 500,000.00	19,000.00
500,000.01 to 1,000,000.00	40,000.00
1,000,000.01 to 2,000,000.00	75,000.00
2,000,000.01 and over	150,000.00

The deposits of the two low tenderers shall be retained by the Owner until the Contract is executed, save that if a Tenderer has not been requested by the Owner to execute the agreement within thirty (30) days, his Tender deposit will be returned.

The deposits of other tenderers will be returned immediately. The Tenderer agrees that, if he should withdraw his Tender or fail for any reason to execute the agreement or provide the Performance Bond or other documents required, the Owner may retain his Tender deposit for the use of the Owner and may accept any other Tender, advertise for new Tenders, negotiate a Contract, or not accept any Tender as the Owner deems advisable.

### A-5 AGREEMENT TO BOND

Bidders must have the "Agreement to Bond" form of this Contract or an acceptable alternative Agreement to Bond form completed by their Bonding Companies.

### A-6 PERFORMANCE BOND

A Performance Bond in an amount equal to one-hundred percent (100%) of the Tender total will be required on acceptance of the Contract and prior to the commencement of any work. The Bond will be furnished by a satisfactory surety company with head office in Canada or authorized to carry on business in Canada.

The Contractor may in lieu of the bond described above, deposit with the Municipality an "irrevocable letter of credit" from a chartered bank provided that the format, working or other specific conditions of the letter are properly outlined to the approval of the Municipality.

## **INFORMATION FOR TENDERERS**

Certification from a chartered bank to the effect that an “irrevocable letter of credit” can be obtained by the Contractor for 100% of the amount of the Contract and in an approved form, will also be acceptable in place of the “Agreement to Bond” required in the Tender Form.”

### **A-7 LABOUR AND MATERIAL PAYMENT BOND**

A labour and material payment bond in the amount of 50% of the contract price of the Tender total will be required on acceptance of the Contract and prior to the commencement of any work. The Bond will be furnished by a satisfactory surety company head office in Canada or authorized to carry on business in Canada.

### **A-8 EXAMINATION OF SITE**

Each Tenderer must visit the site of the work before submitting his Tender and must satisfy themselves by personal examination as to the local conditions to be met with during the construction and conduct of the work. The Tenderer shall make their own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. The Tenderer is not to claim at any time after submission of their Tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

### **A-9 OMISSIONS AND DISCREPANCIES**

Should a Tenderer find discrepancies in, or omissions from, the Drawings or Tender Documents, or should they be in doubt as to their meaning, they should notify the Consulting Engineers who may send a written instruction to all tenderers.

### **A-10 INTERPRETATIONS AND ADDENDA**

No oral interpretation shall be made to a Tenderer as to the meaning of any of the Tender Documents or be effective to modify any of the provisions of the Tender Documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the Consulting Engineers.

### **A-11 ACCEPTANCE OR REJECTION OF TENDERS**

The Corporation reserves the right to reject any or all Tenders or to accept any Tender should it be deemed in the interests of the Corporation so to do, and in particular, if only one Tender is received, the Corporation reserves the right to reject it.

Neither the Consulting Engineer nor any officer or employee of the Owner has authority to make or accept an offer or to enter into a Contract on behalf of the Owner or to create any right against or to impose any obligations on the Owner. Recommendation

## **INFORMATION FOR TENDERERS**

of a Tender to the Owner for acceptance does not constitute acceptance of the Tender by the Owner.

A Tender is accepted by the Owner and a Contract is made thereby between the Owner and a Tenderer only when an Agreement is executed by the Owner and by the Tenderer, and the acceptance of a Tender and the execution of an Agreement by the Owner is subject to the express condition that the Owner receive a Performance Bond or letter of credit, as required herein and in a form satisfactory to the Solicitor for the Owner, within seven (7) days after notification of the execution of the Agreement by the Owner has been mailed to the Tenderer whose Tender has been accepted as aforesaid.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer prior to, subsequent to, or by reason of the acceptance or the non-acceptance of a Tender save as provided in the Contract. Tenders are subject to a formal Contract being prepared and executed. The Owner reserves the right to reject any or all Tenders and to waive formalities as the interests of the Owner may require without stating reasons therefor and the lowest or any Tender will not necessarily be accepted.

### **A-12 SUB-CONTRACTORS**

The Tenderer shall give in the Form of Tender the name and address of each proposed sub-contractor used in making up their Tender stating the portion of work allocated to each. Any changes of a sub-contractor require approval of the Owner or Consulting Engineer.

### **A-13 MANAGEMENT AND DISPOSAL OF EXCESS MATERIAL**

Management and disposal of excess material shall be governed by OPSS 180 dated November 2016. It shall be the responsibility of the Contractor to dispose of all excess material at sites outside the contract limits arranged for and paid for by the Contractor.

**MUNICIPALITY OF FRENCH RIVER**

**PAVING OF ALBAN COMMUNITY CENTRE ACCESS**

**CONTRACT NO. PW-2018-19**

**SECTION B**

**FORM OF TENDER**

## FORM OF TENDER

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**MUNICIPALITY OF FRENCH RIVER**  
**CONTRACT FOR PAVING OF ALBAN COMMUNITY CENTRE ACCESS**

**CONTRACT NO. PW-2018-19**

**FORM OF TENDER**

**IDENTIFICATION OF TENDERER**

**TENDER BY**

A Corporation having its head office at .....

OR (in case of partnership)

TENDER BY .....

Place of residence or business .....

and

.....

Place of residence or business .....

Carrying on business under the firm name of .....

.....

OR (in the case of unincorporated and non-partnership tenderer)

TENDER BY .....

Place of residence or business .....

hereinafter referred to as the Tenderer.

NOTE: In the case of a partnership, the name and place of residence or business of each partner must be inserted.

## FORM OF TENDER

### DECLARATION OF TENDERER

I The Tenderer declares that:

- (a) No persons, other than the Tenderer has any interest in this Tender or in the Contract proposed to be entered into.
- (b) This Tender is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a tender for the same work, and is in all respects fair and without collusion or fraud.
- (c) The several matters stated in the said Tender are in all respects true.
- (d) The Tenderer has carefully examined the locality and site of the proposed works, as well as all the Information for Tenderer, Form of Tender, Form of Agreement, General Conditions, Special Provisions – General, Special Provisions – Items, Standard Drawings, etc. relating thereto and hereby accepts the same as part and parcel of this Tender, and do hereby tender and offer to enter into a Contract to do all the work, provide the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefor in accordance with the schedule of prices hereto annexed, and the Tenderer also agrees that this offer is to continue open to acceptance until the formal Contract is executed by the successful Tenderer for said work, and that the Owner may at any time without notice, accept this Tender whether any other Tender has been previously accepted or not, and the Tenderer hereby agrees that, if the Tenderer withdraws this Tender before the Owner shall have considered the Tenders and awarded a Contract, the amount of the deposit of this Tender, if by cash or certified cheque, shall be forfeited to the Owner, and if bid bond, shall be forthwith payable to the Owner.

II If this Tender is accepted, the Tenderer agrees to furnish an approved surety for the proper fulfillment of the Contract as required under the terms of the appropriate section of the Information for Tenderers, and to execute the Agreement and Bonds, in triplicate, within seven (7) days, not including Sundays or a Legal Holiday, after being notified so to do by the Owner.

In the event of default or failure on the Tenderer's part so to do, the Tenderer agrees that the Owner shall be at liberty to retain the money deposited by the Tenderer for the use of the Owner, and to accept the next lowest or any Tender, or to advertise for new Tenders, or to carry out the works in any other way it may deem best.

## FORM OF TENDER

- III The Tenderer hereby agrees that the work specified in this contract will be performed in strict accordance with the following Provisions, Plans, Specifications and Conditions:

### A. SPECIAL PROVISIONS

Special Provisions - General  
Special Provisions - Items

### B. DRAWINGS

Scope of Work, Test Pit, and Standard Detail Drawings included in Section G form part of the contract documents.

OPSD	Date	Rev.	Title
-	2018/06	-	Scope of Work
206.010	2009/11	1	Granular Courses, Undivided Rural
210.010	2010/11	1	Tangent Shoulders, Rural
206.010	2010/11	1	Superelevated Shoulder, Rural
219.180	2015/11	2	Straw Bale Check Dam
301.010	2010/11	2	Rural Entrances to Roads on fill

### C. STANDARD SPECIFICATIONS

The following M.T.O. Standard Specifications and Ontario Provincial Standard Specifications apply to this contract and shall include where applicable, additional Form Numbers referred to in any of the Standard Specifications listed.

Specification Form No.	Revision Date	Specification Form No.	Revision Date
OPSS 100	Nov 2006	OPSS 506	Nov. 2017
OPSS 127	April 2018	OPSS 510	Nov. 2017
OPSS 180	Nov. 2016	OPSS 706	April 2018
OPSS 206	Nov. 2013	OPSS 801	April 2018
OPSS 305	Nov. 2016	OPSS 805	Nov. 2015
OPSS 310	Nov. 2017		
OPSS 314	Nov. 2016		
OPSS 501	Nov. 2017		

It will be the Contractor's responsibility to obtain copies of the Ministry of Transportation, Ontario Standard Specification Forms and the Ontario Provincial Standard Specification Forms listed above which form part of this contract.



## FORM OF TENDER

### D. SUPPLEMENTAL SPECIFICATIONS

It will be the Contractor's responsibility to obtain the complete package of the Ministry of Transportation Ontario Supplemental Specifications and the Ontario Provincial Supplemental Specifications which form part of this contract.

### E. GENERAL CONDITIONS OF THE CONTRACT

OPS General Conditions of Contract, November 2006 (as modified under the Special Provisions - General).

DATED at \_\_\_\_\_ this      day of      , 2018

\_\_\_\_\_  
(Tenderer's Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Seal)

#### NOTE:

- (a) If the Tenderer is a Corporation, the Corporate seal must be affixed under the signature of a duly authorized officer or officers of the Corporation.
- (b) If the Tenderer is a Partnership, each member of the Partnership must sign in the presence of a witness who must also sign.
- (c) If the Tenderer is not a Corporation or a Partnership, the Tenderer must sign in the presence of a witness who must also sign.

**FORM OF TENDER  
SCHEDULE OF ITEMS AND PRICES  
CONTRACT NO. PW-2018-19**

ITEM	SPEC NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
01	706	Traffic Control Plan	L U M P S U M			
02	805	Erosion and Sediment Control Plan	L U M P S U M			
03	310, S.P.	Superpave 12.5mm (PGAC 58-28)	t	190		
04	310, S.P.	Superpave 19.0mm (PGAC 58-28)	t	240		
05	314, S.P.	Granular A	t	190		
06	804, S.P.	Allowance for extra work on a time and material basis	A L L O W A N C E			<b>\$10,000.00</b>
			<b>SUBTOTAL</b>			
			<b>HST 13%</b>			
			<b>TOTAL TENDER</b>			

**FORM OF TENDER  
SCHEDULE OF ITEMS AND PRICES  
CONTRACT NO. PW-2018-19**

**SUMMARY SHEET**

**CONTRACT NO. PW-2018-19**

Repeat total tender in writing: .....

Total approximate cost of material: \$ \_\_\_\_\_

Total approximate cost of labour and all other charges: \$ \_\_\_\_\_

HST (13%): \$ \_\_\_\_\_

Sum (must equal total tender): \$ \_\_\_\_\_

The Contractor by this Tender offers to complete this Contract in accordance with the terms contained herein.

DATED at \_\_\_\_\_ this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Person Signing  
for Contractor  
(SEAL)

\_\_\_\_\_  
Position

## FORM OF TENDER

## SUB-CONTRACTORS

The following is a list of Sub-Contractors which I/We propose to employ for this work:

SUB TRADE

NAME OF SUB-CONTRACTOR

## SCOPE OF WORK

[illegible]

**FORM OF TENDER  
AGREEMENT TO BOND**

We, the undersigned, hereby agree to become bound as Surety for

.....  
.....

In a Performance Bond or Irrevocable Letter of Credit for such totaling One Hundred Per Cent (100%) of the contract amount, and a Labour and Material Payment Bond totaling Fifty Per Cent (50%) of the contract amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown as described herein, if the Tender for .....

.....

is accepted by the Owner.

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for a Performance Bond and a Labour and Material Payment Bond must be completed with the undersigned within seven (7) days of acceptance of the tender related thereto, otherwise this agreement shall be null and void.

DATED this ..... day of ..... , 2018

.....  
Name of Bonding Company

.....  
Signature of Authorized Person Signing  
for Bonding Company (Company Seal)

.....  
Position

**MUNICIPALITY OF FRENCH RIVER  
CONTRACT FOR  
PAVING ALBAN COMMUNITY CENTRE ACCESS**

**CONTRACT NO. PW-2018-19**

**STATUTORY DECLARATION**

DOMINION OF CANADA

(IN THE MATTER OF a Proposed Contract  
(for The Paving of Alban Community  
Centre Access in the Municipality of French River (In the  
Municipality of French River  
(In the District of Sudbury  
(In the Province of Ontario

TO WIT

I, ..... DO SOLEMNLY SWEAR THAT the several matters stated in the foregoing  
Tender are in all respects true AND..... make this solemn declaration,  
conscientiously believing it to be true, and knowing that it is of the same force and effect as if made  
under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me at

.....)

of .....)

in the .....)

..... this .....)

day of ....., 2018)

.....  
A Commissioner, etc.  
(or Notary Public)

Persons tendering are required to fill in all blanks. Should uncertainty arise as to the proper manner  
of doing so, the requisite information will, upon request, be given by the Consulting Engineer.

**MUNICIPALITY OF FRENCH RIVER**

**PAVING OF ALBAN COMMUNITY CENTRE ACCESS**

**CONTRACT NO. PW-2018-19**

**SECTION C**

**FORM OF AGREEMENT**

## **CONTRACT AGREEMENT**

PROJECT: Paving of Alban Community Centre Access  
CONTRACT NO. PW-2018-19

THIS AGREEMENT made in triplicate this ..... day of ....., 2018

BETWEEN: THE CORPORATION OF THE MUNICIPALITY OF FRENCH RIVER  
(Hereinafter called "the Owner")

OF THE FIRST PART

- and -

(Hereinafter called "the Contractor")

OF THE SECOND PART

Witnesseth

That the Owner and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

### **ARTICLE 1**

(a) General description of the work:

Paving of Alban Community Centre Access, from ON Highway 64 approximately 190m to the south end of Fire Hall frontage. Preparation including fine grading and compaction of road base, placement of Superpave 12.5 and Superpave 19.0, Granular A Shouldering, within the limits of construction.

All work in accordance with details set out more specifically hereafter and as shown on the accompanying contract plans.



- (b) The Contractor shall, except as otherwise specifically provided, at his own expense provide all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Engineer commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contract.

## ARTICLE 2

In the event that the Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him in accordance with the Contract and only to the extent of such extra or additional work.

## ARTICLE 3

The Contractor shall not without the consent in writing of the Owner, and without restricting in any way the provisions of Section GC3.08 of the General Conditions, make any assignment of any part or the whole of any, monies due or to become due under the provisions of this Contract.

## ARTICLE 4

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of the works the sum of

---

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subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

## ARTICLE 5

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Engineer or to his agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Engineer at the following addresses:

The Owner: Municipality of French River  
44 St. Christophe Street, Suite #1  
Noelville, Ontario  
P0M 2N0

The Contractor:

The Engineer: Stantec Consulting Ltd.  
200-147 McIntyre Street West  
North Bay, Ontario  
P1B 2Y5

## ARTICLE 6

A copy of each of the Specifications, General Conditions, Tender, Information for Tenderers and Special Provisions is hereto annexed and together with the drawings relating hitherto and listed in the Specifications are made part of this Contract as fully to all intents and purposes as though recited in full herein.

## ARTICLE 7

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

#### ARTICLE 8

Time shall be deemed the essence of this Contract.

#### ARTICLE 9

The Contractor declares that in tendering for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions that might affect his tender or his acceptance of the work, or that not having so investigated, he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or Engineer, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

#### ARTICLE 10

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this agreement before **September 14, 2018**. The Contractor agrees that any monies due the Owner as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

#### ARTICLE 11

This Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

.....  
.....  
.....

Signature of Corporation Witnesses  
Witnesses and Position Held

.....  
.....  
.....

Signature of Contractor  
(Company Seal)

.....  
.....  
.....

Signature of Designated Municipal  
Officers and Position Held

.....  
.....  
.....

Seal of the  
Municipal Corporation

**MUNICIPALITY OF FRENCH RIVER**

**PAVING OF ALBAN COMMUNITY CENTRE ACCESS**

**CONTRACT NO. PW-2018-19**

**SECTION D**

**GENERAL CONDITIONS OF CONTRACT**

**Municipal-Oriented OPS General Conditions of Contract, November 2006  
(It will be the Contractor's responsibility to obtain the General Conditions)**

**MUNICIPALITY OF FRENCH RIVER**

**PAVING OF ALBAN COMMUNITY CENTRE ACCESS**

**CONTRACT NO. PW-2018-19**

**SECTION E**

**SPECIAL PROVISIONS - GENERAL**

## **SPECIAL PROVISIONS - GENERAL**

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## **SPECIAL PROVISIONS – GENERAL**

### **E-1 DEFINITION OF OWNER AND ENGINEER**

Wherever the word "Owner", "Town", "Municipality", "Corporation" or "Authority" appears in this Contract, it may be interpreted as meaning the "Corporation of the Municipality of French River".

Wherever the words "Department" or "Department of Transportation and Communications" appear, it shall mean "Ministry of Transportation, Ontario" or the "Corporation of the Municipality of French River".

Wherever the word "Engineer" or "Contract Administrator" appears in this Contract, it shall be interpreted as meaning the Consulting Engineers, Stantec Consulting Ltd., or such other officers as may be authorized by Council to act in any particular capacity.

### **E-2 THE "CONTRACTOR'S SCHEDULE OF WORK" FORM - PH-CC-743**

Forthwith upon award of this contract, the Contractor shall prepare a "Contractor's Schedule of Work" on a form PH-CC-743. The "Contractor's Schedule of Work" will be itemized by the Authority outlining the items to be scheduled by the Contractor, and the Contractor shall complete and remit this Schedule to the Authority with his signed Contract documents for execution by the Authority.

### **E-3 TREE PROTECTION**

#### General Constraints/Requirements

Protection from the Contractor's operations of trees not designated for removal shall be ensured by, but not restricted to, the following:

The Contractor shall ensure that his operations do not cause flooding or sediment deposition on areas where trees not designated for removal are located.

Unless the contract requires work within the dripline of trees not designated for removal, equipment shall not be operated within that dripline area. When the contract requires work within the dripline of trees not designated for removal, operation of equipment within that dripline area shall be kept to the minimum necessary to perform the work required.

Equipment or vehicles shall not be parked, repaired or refuelled, construction materials shall not be stored, and earth materials shall not be stockpiled within the dripline area of any tree not designated for removal.

The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches.



## **SPECIAL PROVISIONS – GENERAL**

### **Tree Repair Work**

Repair work to trees not designated for removal shall be performed in accordance with approved horticultural practice as follows:

Bark that is damaged by the Contractor's operations shall be neatly trimmed back to uninjured bark, without causing further injury, within five calendar days of damage.

Branches 25 mm or larger in diameter that are broken by the Contractor's operations, shall be cut back to a neat surface within five calendar days of breakage; branches to be removed completely shall be cut back to within 10 mm of their bases.

Roots 25 mm or larger in diameter that are exposed by the Contractor's operations shall be cut back cleanly to the soil surface within five calendar days of exposure.

### **Basis of Payment**

Compensation for all costs associated with the above work shall be deemed to be included in the contract prices for the various items of the contract. No additional payment will be made.

## **E-4 USE OF WATER**

The Contractor shall make all arrangements with the appropriate "Authority and/or Agency" in which the contract is being carried out for water to be used in this contract.

## **E-5 FIXED COMPLETION DATE AND CHARGES**

### **1. Time**

Time shall be the essence of this contract.

### **2. Progress of the Work and Time for Completion**

The Contractor shall complete this contract in its entirety by September 14, 2018.

If this time limit above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight and night shifts will be required throughout the life of the contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

## **SPECIAL PROVISIONS – GENERAL**

### **3. Liquidated Damages**

It is agreed by the parties to the contract that in case all the work called for under the contract is not finished or completed within the date of completion specified aforementioned or as extended in accordance with subsection GC3.06 Extension of Contract Time, of the General Conditions of the contract, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of \$500.00 as liquidated damages for each and every calendar day's delay in finishing the work beyond the date of completion prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owner which will accrue during the period in excess of the prescribed date of completion.

### **E-6 CO-ORDINATION MEETINGS**

The Contractor shall attend such meetings with Corporation, Municipal Agencies and Utility Company authorities as may be required by the Engineer to co-ordinate services affected by the Contract.

### **E-7 SOILS**

Tenderers shall make their own investigation and assessment of conditions to be encountered during construction. The Owners and Engineers will not assume any responsibility for soils information.

### **E-8 SITE ACCOMMODATION FOR ENGINEER**

The Contractor will not be required to provide site accommodation for the Engineer.

### **E-9 SPILLS REPORTING**

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Engineer. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980, as amended and all regulations thereto.

All spills or discharges of liquid, other than accumulated rain water, from luminaires, internally illuminated signs, lamps, and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the contract, be assumed to contain PCB's and shall forthwith be reported to the Engineer.

## **SPECIAL PROVISIONS – GENERAL**

The Contractor shall also report immediately any spills causing damage to the environment to the Spills Action Centre of the Ministry of Environment and Energy [Tel. (416) 325-3000, 1-800-268-6060 or 1-855-889-5775 (TTY)].

This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

### **E-10 WORK PLACE HAZARDOUS MATERIAL INFORMATION SYSTEM (WHMIS)**

#### Reporting

Prior to the commencement of work, the Contractor shall provide, to the Engineer, a list of those products controlled under WHMIS which he expects to use on the contract. Related Material Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under WHMIS shall be labelled.

The Contractor shall notify the Engineer of changes to the list in writing and provide relevant Material Safety Data Sheets.

### **E-11 REVISIONS TO CONTRACT DOCUMENTS**

Compensation to the Contractor for changes in item quantities due to revisions during construction shall be at the contract unit prices.

### **E-12 NOTIFICATION TO FACILITIES AND USERS**

Prior to commencement of construction, the Contractor shall be required to provide notice to facilities, and public notice to users of such facilities posted in a high visibility location, on the road in which work will be carried out under this Contract with a letter containing the following information:

- (a) Name of firm
- (b) Nature of work
- (c) Expected start and completion dates
- (d) Office phone number where the Contractor can be reached.

## **SPECIAL PROVISIONS – GENERAL**

### **E-13 INSURANCE**

Section 6.0 of the General Conditions of the Contract shall be amended and extended to include the following comprehensive general liability insurance to an inclusive limit of not less than two million (\$2,000,000.00) dollars per occurrence for property, damage, bodily injury and personal injury including, at least, the following policy endorsements:

- (i) Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of Ontario, the Municipality of French River and Stantec Consulting Ltd. as additional insured for the purposes of the Project only;
- (ii) Cross liability;
- (iii) Contractual liability;
- (iv) 30 day written notice of cancellation.

The insurers shall have a secure A.B. best rating of B+ or greater.

### **E-14 STANDARD MITIGATING MEASURES**

- Appropriate erosion and sediment controls (silt fences, filter bags, etc.) shall be used to prevent runoff from the construction site from entering watercourse, ditches, adjoining properties, etc.
- De-watering is to be done away from any watercourse using filter bags, settling ponds, chocks dame, etc. to prevent silt from entering watercourses, ditches, adjoining properties, etc.
- Any measures specified by the Department of Fisheries and Oceans and/or the local conservation authority shall be implemented.
- Hours of construction are to be limited to reduce the impact of noise, dust, etc. on surrounding land uses.
- Dust to be controlled by using water or calcium chloride and by covering haulage vehicles when transporting dusty materials.
- Access routes and refueling areas are to be reviewed. No refueling of vehicles, equipment, pumps, etc. to take place within 30 m of a watercourse. Spillage and reporting plans are required.
- Cleaning of equipment is not to be done within 30 m of a watercourse.
- Disturbed areas at the construction site are to be stabilized and re-vegetated after completion of the project as specified, the site is to be restored to a pre- construction state or better.
- Standby power system, must meet the emission requirements of the MOE certificate of approval. To avoid excessive noise disturbance to nearby residents, the standby power generator is to be operated only as required during power outages.

## SPECIAL PROVISIONS – GENERAL

### E-15 FINANCIAL CONSTRAINTS

Due to financial constraints, the Owner may be required to reduce the work by eliminating items or by reducing individual items of work or combination thereof from the contract. The Tenderer agrees that the Owner may at any time reduce the improvements and payment will be made for the actual amount of work done and material furnished at the unit prices set forth in the contract.

### E-16 TRAFFIC CONTROL

Continuous vehicular access shall be maintained at all times; a minimum of one lane shall remain open to accommodate traffic. Where only one lane is provided for two directions of traffic flow, the Contractor shall provide competent persons to control traffic.

At all times the Contractor must provide good vehicle access to all facilities within the contract limits.

### E-17 WORKING HOURS

The manufacturing of construction material or the operation of any construction or manufacturing equipment in connection with construction or any construction related activity, including those activities that use explosive devices shall not take place within the following time periods:

Sundays and Statutory Holidays: All Day

Monday to Saturday: 21:00 to 07:00

### E-18 SCOPE OF WORK DESCRIPTION

CHAINAGE (approximate)*	DESCRIPTION OF WORK
<b>Alban Community Centre Access (0+000 to 0+153)</b>	
<b>0+000 = South edge of ON Highway 64 at Centerline of Alban Community Centre Access</b>	
0+000 to 0+160	<ul style="list-style-type: none"><li>- Fine grade existing granular surface and compact in accordance with drawings and specifications</li><li>- Place 50mm Superpave 19.0mm</li><li>- Place 40mm Superpave 12.5mm</li><li>- Construct 1m wide Granular A shoulders, including rounding to tie-in to existing conditions as directed by Contract Administrator</li></ul>

## **SPECIAL PROVISIONS – GENERAL**

0+160 to 0+190	<ul style="list-style-type: none"><li>- Grade existing granular surface to accommodate proposed pavement structure to match existing door sills and compact in accordance with drawings and specifications. Provide positive drainage away from building.</li><li>- Place 50mm Superpave 19.0mm</li><li>- Place 40mm Superpave 12.5mm</li><li>- Construct 1m wide Granular A shoulders, including rounding to tie-in to existing conditions as directed by Contract Administrator</li></ul>
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\*Chainage in meters. Contract Administrator to confirm limits prior to commencing work

**MUNICIPALITY OF FRENCH RIVER**

**PAVING OF ALBAN COMMUNITY CENTRE ACCESS**

**CONTRACT NO. PW-2018-19**

**SECTION F**

**SPECIAL PROVISIONS - ITEMS**

## **SPECIAL PROVISIONS – ITEMS**

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## **SPECIAL PROVISIONS – ITEMS**

### **TRAFFIC CONTROL PLAN – ITEM NO. 01**

OPSS.MUNI 706 shall apply except as amended and extended by the addition of the following:

#### **General**

Continuous vehicular access shall be maintained at all times; a minimum of one lane shall remain open to accommodate traffic. Where only one lane is provided for two directions of traffic flow, the Contractor shall provide competent persons to control traffic.

Contractor shall be advised that the Community Center Access also provides access for Emergency vehicles (Fire Hall) and Waste Management Facilities. The facilities must be maintained at all times to support these operations.

The Contractor is advised that other construction projects may be occurring adjacent to the project. Paving of Highway 64 (Ministry of Transportation) and Rehabilitation of the Alban Community Center Access are known projects that shall be coordinated with to avoid Constructor issues.

At all times the Contractor must provide good vehicle access to all facilities within the contract limits.

#### **Basis of Payment**

Subsections 706.09 and 706.10 are deleted.

Payment at the contract Lump Sum price for the item “Traffic Control Plan” shall be full compensation for the preparation and implementation of the Traffic Control Plan, and shall include all labour, equipment and materials to supply, construct, monitor and maintain all traffic control measures detailed therein.

Payment shall be based upon the following schedule:

- a) 50% upon satisfactory submission of the Traffic Control Plan and installation of the control measures; and,
- b) 50% upon successful completion and removal of the Traffic Control Plan measures.

This payment schedule may only be modified as agreed upon in writing between the Contractor and the Contract Administrator.

## **SPECIAL PROVISIONS – ITEMS**

### **EROSION AND SEDIMENT CONTROL PLAN – ITEM NO. 02**

#### **General**

The Contractor acknowledges that surface erosion and sediment runoff resulting from his construction operations will have a detrimental impact to any downstream watercourse or sewer, and that all construction operations that may impact upon water quality shall be carried out in a manner that strictly meets the requirements of all applicable legislation and regulations.

As such, the Contractor shall be responsible for carrying out his operations, and supplying and installing any appropriate control measures, so as to prevent sediment laden runoff from entering any sewer or watercourse within or downstream of the Working Area.

The Contractor acknowledges that no one measure is likely to be 100% effective for erosion protection and controlling sediment runoff. Therefore, where necessary the Contractor shall implement sequential measures arranged so as to achieve the required level of sediment and runoff control. Suggested on-site measures may include, but shall not be limited to, the following methods: sediment ponds, silt fences, straw bales, filter cloths, catch basin filters, dams and/or berms, or other recognized technologies and methods available at the time of construction. Specific measures shall be installed in accordance with the requirements of OPSS 805 where appropriate, or in accordance with manufacturer's recommendations.

Where, in the opinion of the Contract Administrator or Regulatory Agency, the installed control measures fail to perform adequately, the Contractor shall supply and install additional or alternative measures as directed by the Contract Administrator or Regulatory Agency. As such, the Contractor shall have additional control materials on site at all times which are easily accessible and may be implemented by him at a moment's notice.

Before commencing the Work, the Contractor shall submit to the Contract Administrator two (2) copies of a detailed Erosion and Sediment Control Plan (ESC Plan). The ESC Plan will consist of a written description and detailed drawings indicating the on-site activities and measures to be used to control erosion and sediment movement for each step of the Work.

#### **Contractor's Responsibilities**

The Contractor shall ensure that all workers, including sub-contractors, in the Working Area are aware of the importance of the erosion and sediment control measures and informed of the consequences of the failure to comply with the requirements of all Regulatory Agencies and the specifications detailed herein.

The Contractor shall periodically, and when requested by the Contract Administrator, clean out accumulated sediment deposits as required at the sediment control devices, including those deposits that may originate from outside the construction area. Accumulated sediment shall be removed in such a manner that prevents the deposition of this material into any sewer or watercourse and avoids damage to the control measure. The sediment shall be removed from

## **SPECIAL PROVISIONS – ITEMS**

### **EROSION AND SEDIMENT CONTROL PLAN – ITEM NO. 02**

the site at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

The Contractor shall immediately report to the Contract Administrator any accidental discharges of sediment material into either the watercourse or the storm sewer system. Failure to report will be constitute a breach of this specification and the Contractor may also be subject to the penalties imposed by any applicable Regulatory Agency. Appropriate response measures, including any repairs to existing control measures or the implementation of additional control measures, shall be carried out by the Contractor without delay.

The sediment control measures shall only be removed when, in the opinion of the Contract Administrator, the measure or measures, is no longer required. No control measure may be permanently removed without prior authorization from the Contract Administrator. All sediment and erosion control measures shall be removed in a manner that avoids the entry of any equipment, other than hand-held equipment, into any watercourse, and prevents the release of any sediment or debris into any sewer or watercourse within or downstream of the Working Area. All accumulated sediment shall be removed from the Working Area at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

Where, in the opinion of either the Contract Administrator or a Regulatory Agency, any of the terms specified herein have not been complied with or performed in a suitable manner, or at all, the Contract Administrator or Regulatory Agency has the right to immediately withdraw its permission to continue the work but may renew its permission upon being satisfied that the defaults or deficiencies in the performance of this specification by the Contractor have been remedied. No compensation will be owed or paid to the Contractor for the withdrawal of permission to do the work resulting from non-compliance with the requirements of this specification or the Regulatory Agencies.

In addition to any other remedy and/or penalty provided by law, where there has been default or non-compliance with any of the terms specified herein and the Contractor refuses to perform or rectify same within forty-eight (48) hours of the receipt of the written demand of the Contract Administrator to do so, the Owner is hereby entitled to enter upon the Working Area and either complete the work in conformity with the Contract or have the work done that it considers necessary to complete the Work to its intended condition, whichever, in the Owner's sole opinion, is the most reasonable course of action. The Contractor and the Owner further agree that the costs incurred for any such work shall be retained by the Owner from monies otherwise due to the Contractor, should any such monies be available.

## **SPECIAL PROVISIONS – ITEMS**

### **EROSION AND SEDIMENT CONTROL PLAN – ITEM NO. 02**

#### **Basis of Payment**

Subsections 805.09 and 805.10 are deleted.

Payment at the contract Lump Sum price for the item “Erosion and Sediment Control Plan” shall be full compensation for the preparation and implementation of the Erosion and Sediment Control Plan, and shall include all labour, equipment and materials to supply, construct, monitor and maintain all erosion and sediment control measures detailed therein.

Payment shall be based upon the following schedule:

- c) 50% upon satisfactory submission of the ESC Plan and installation of the control measures; and,
- d) 50% upon successful completion and removal of the ESC Plan protection measures.

This payment schedule may only be modified as agreed upon in writing between the Contractor and the Contract Administrator.

## **SPECIAL PROVISIONS – ITEMS**

### **SUPERPAVE 12.5mm, SUPERPAVE 19.0mm – ITEMS NO. 03 AND 04**

OPSS 310 shall apply as amended by the following.

Basecourse asphalt shall be Superpave 19.0mm of 50mm thickness, placed and completed in advance of the commencement of Surface Course Superpave 12.5mm of 40mm thickness.

Contractor stage paving operations to maintain access while minimizing the number of construction joints within the pavement surface.

#### **Measurement for Payment**

Section 201.09 of OPSS 201 is deleted in its entirety. Section 510.09 of OPSS 510 is deleted in its entirety.

Measurement shall be by plan quantity or adjusted plan quantity to reflect work completed.

#### **Basis of Payment**

Section 201.10 of OPSS 201 is deleted in its entirety. Section 510.10 of OPSS 510 is deleted in its entirety.

Payment at the contract price shall be full compensation for all labour, equipment and material to complete the works as indicated and stipulated herein.

## **SPECIAL PROVISIONS – ITEMS**

### **GRANULAR ‘A’ ITEM NO. 05**

#### **General**

Granular A shall be placed in lifts of not more than 150mm and shall be compacted using appropriately sized compaction equipment for the operation.

For shouldering, placement of appropriately sized windrow of Granular A material may be placed in advance such that it does not interfere with paving operations and access. If placement of Granular A shoulders is not completed until following placement of pavement, then appropriate equipment shall be required to do so without damaging the pavement surface.

Granular A used for temporary maintenance of traffic shall be included at the discretion of the Contract Administrator.

#### **Measurement for Payment**

Measurement for payment will be made in cubic meters measured by “truck box method”. Dimensions for each truck box used shall be provided by the Contractor and confirmed by the Contract Administrator.

#### **Basis of Payment**

Payment at the contract price shall be full compensation for all labour, equipment and material to complete the works as indicated and stipulated herein.

**MUNICIPALITY OF FRENCH RIVER**

**PAVING OF ALBAN COMMUNITY CENTRE ACCESS**

**CONTRACT NO. PW-2018-19**

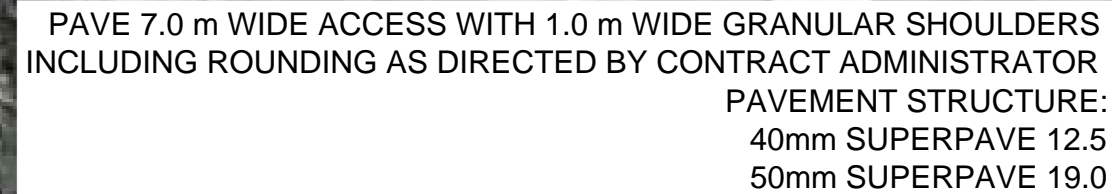
**SECTION G**

**DRAWINGS**



Copyright Reserved

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay.  
The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.



PROTECT EXISTING  
CUI VERT

## LIMIT OF CONTRACT

7 m

FEATHER ROAD CONSTRUCTION  
INTO ADJACENT PARKING AREA

PROVIDE NORMAL (2%) CROWN

GRADE TO REMOVE CROWN  
PROVIDE 2% CROSS-FALL TOWARD  
INSIDE OF CURVE

9 m

36 m

REGRADE EXISTING GRANULAR AS DIRECTED BY CONTRACT  
ADMINISTRATOR TO ACCOMMODATE PAVEMENT STRUCTURE  
TOP OF PAVEMENT TO MATCH EXISTING DOOR SILL  
PROVIDE 2% CROSS-FALL MINIMUM AWAY FROM BUILDING

FIRE HALL FRONTAGE AREA  
APPROXIMATELY 36m x 24m

## LIMIT OF CONTRACT

[illegible]

Permit/Seal

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

Not for permits, pricing or other official purposes. This document has not been completed or checked and is for general information or comment only.

Client/Project Logo



Client/Project  
Municipality of French River  
Contract No. PW-2018-19

PAVING OF ALBAN COMMUNITY CENTRE  
ACCESS ROAD

796 ON-64, FRENCH RIVER, ON

Title  
SCOPE OF WORK

Project No.	Scale
163601141	N.T.S.

Revision	Sheet	Drawing No.
	1 of 1	<b>PW-2018-19-1</b>