

REQUEST FOR QUOTATION (RFQ) 02-2025 Town of Shelburne

Main Street West and Gordon Street PXO



Closing Date: Thursday, November 13, 2025

Time: 3:00:00 p.m. EDT SBA File No.: M25010

RFQ PREPARED BY:

S. BURNETT & ASSOCIATES LIMITED

Proposals received after the closing date and time will not be accepted.

www.sbaengineering.com | ▮ ⓓ և □
Tel (519) 941-2949 | Fax (519) 941-2036 | info@sbaengineering.com
210 Broadway, Unit 203 Orangeville, ON L9W 5G4





October 30, 2025

Attn: All Interested Bidders

Re: Town of Shelburne

Main Street West and Gordon Street PXO

RFQ 02-2025

SBA File No: M25010

S. Burnett & Associates Limited (SBA) is requesting that your company provide a Quotation for the construction and commissioning of a signalized PXO at the intersection of Main Street West and Gordon Street within the Town of Shelburne. The following information is attached for your review:

- General Terms and Conditions
- Description of Works
- Schedule of Unit Prices
- Form of Quotation
- Appendix A: Contract Drawing C1

Please review the attached information and provide your bid on the form titled "Schedule of Unit Prices". Also, include your contact information and signature on the "Form of Quotation" addressed to Carey Holmes at the Town of Shelburne, cholmes@shelburne.ca. Quotations will be accepted until 3:00 p.m. (local time) on November 13, 2025.

All inquiries shall be submitted in writing prior to 5:00 p.m., on Thursday, November 6, 2025, and will be replied to by Monday, November 10, 2025. Enquiries are to be directed to Blake Aram, Civil Engineer, at: blake.aram@sbaengineering.com.

It is the Bidder's responsibility to make themselves familiar with the project location.

Quotations submitted by bidding Contractors will be evaluated based on the following criteria:

- Price;
- Schedule to complete the proposed works; and,
- Contractor qualifications and experience in completing similar projects.

The lowest of any quotation submitted will not necessarily be accepted.

The Ontario Provincial Standards – General Conditions of Contract shall apply for this project. A copy of the OPS General Conditions is available from the Engineer upon request.

Yours Truly,

Blake Aram, P. Eng.

Civil Engineer

S. Burnett & Associates Limited

1. GENERAL TERMS AND CONDITIONS

1.1 Employment Insurance & Workplace Safety and Insurance

The Contractor shall at all times, pay or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act. The Contractor shall, at the time of entering into a Contract with the Town of Shelburne, provide satisfactory proof that all assessments or compensation payable to the Board have been paid and Town of Shelburne may, at any time during the performance or upon the completion of such Contract require a further declaration that such assessments or compensations have been paid.

A recent Certificate of Clearance shall be submitted with invoice(s) after completion and acceptance of the job. If the Contractor will be unable to produce a Certificate of Clearance as required because it claims it is an independent operator with no insurable workers and is otherwise unable to obtain a clearance, it shall submit to the Owner written confirmation from the Workplace Safety and Insurance Board of its status as an independent operator for the Contract, within five (5) days of receipt by the Contractor of the award letter or purchase order. Failure to do so will be considered breach of Contract.

The Contractor clearly understands and agrees that they are not, nor is anyone hired by the Contractor, covered by Town of Shelburne under the Workplace Safety and Insurance Board, the Unemployment Act, or any Act, whether Provincial or Federal, in respect of the bidder, their employees and operations, and shall upon request furnish the Town of Shelburne with such satisfactory evidence that he has complied with the provisions of any such acts.

If the Contractor fails to do so, the Town of Shelburne shall have the right to withhold payments of such sum or sums of money due to them that would be sufficient to cover their default, and the Town of Shelburne shall have the right to pay same. Information on coverage under the Workplace Safety and Insurance Act can be obtained directly from the Workplace Safety and Insurance Board. Town of Shelburne is not to be deemed the employer or the supplier of their personnel under any circumstances whatsoever.

1.2 Health and Safety

The successful Contractor shall comply with all conditions and regulations of the Occupational Health and Safety Act and all applicable regulations and amendments thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of their work on this Contract.

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor, by submitting a bid and executing a Contract acknowledges by way of submitting a Quotation that they are the Constructor as defined by the Occupational Health and Safety Act.

The Contractor will agree to take full responsibility for any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

1.3 Ability and Experience of Bidder and Sub-Contractors

The Owner reserves the right to reject the quotation of any bidder who does not furnish satisfactory evidence of sufficient experience to successfully execute and complete the work in the specified time.

The Contractor agrees to submit a list of any Sub-contractors who will be carrying out any part of this Contract. The list shall show the names of the proposed Sub-contractor(s) and for what work each Sub-contractor will be responsible. The Owner has the right to reject any of the Sub-contractors so named. In this event, the Contractor shall arrange to have the work completed by such other Sub-contractor as may be approved by the Owner.

Sub-contractors shall not be the General Contractor. The Contractor shall notify the Owner in writing of the name(s) and position(s) of the persons so representing the General Contractor.

Contractors to provide the Town of Shelburne references (if requested) in order to confirm they have the ability and experience in the scope of similar works.

1.4 Responsibility & Protection of Existing Utilities, Services and Monuments

The Contractor shall note that underground utilities such as electrical, gas, telephone, cable tv, watermain, sanitary and storm sewers, survey bars and monuments may not be accurately depicted on the drawing. It will be the Contractor's responsibility to contact all utility companies for information regarding their infrastructure, to exercise the necessary care in construction operations by obtaining locates from such utility companies and taking any other precautions to safeguard the infrastructure from damage. The Contractor will be liable for any damages to utilities.

1.5 Scheduling Of Contract

The project shall be completed <u>no later than</u> **December 19, 2025,** including all restorations required to surrounding landscaped and hard surface areas. Scheduling of work start-up and ongoing construction within the community will have to be coordinated with the Town of Shelburne to ensure minimal interruptions with local traffic and public access.

1.6 Reservation of Right

Bidders will not have the right to change conditions, terms or prices of the Quotation once the Bid has been submitted in writing to the Town of Shelburne, nor shall proponents have the right to withdraw a bid once it has been submitted.

1.7 Conflict of Interest

The Client may, at its discretion, withhold the award of a Contract from the Contractor until the matter of a potential Conflict of Interest is resolved.

1.8 Confidentiality

The Client and the Contractor agree that the content of each response to this RFQ will be held in the strictest confidence, and details of any response will not be discussed with any other party. By submitting a response to this RFQ, each Contractor agrees not to disclose, at any time, these details. Only information subject to the Freedom of Information and Privacy Act may be disclosed. The Client agrees to notify the Contractor should a request for information be received.

1.9 Pricing to Remain Firm

Pricing provided under this Request for Quotation shall remain firm for a period of 45 days from the date of closing this Request for Quotation. The schedule and requested completion time is based on an Award within 14 days of the closing of the RFQ.

1.10 Payment

Progress payments will be issued on a monthly basis within 30 days of the approved payment certificate. Payment will be for work completed by the Contractor as of the date of the invoice, upon recommendation and approval by the Consulting Engineer and the Town of Shelburne in accordance with the attached Schedule of Unit Prices form.

1.11 Warranty

The bidder shall include provisions for a one (1) year warranty from the date of project completion on all services completed under this project. This warranty shall cover all works completed under this project including all restorations to sidewalk and landscaped areas or areas damaged by the Contractor performing the works. The Town of Shelburne may withhold payment for any deficient work, proportional to the estimated cost of rectifying such deficiencies.

1.12 Procurement Policy By-Law / Governing Law

Quotations will be called, received, evaluated, accepted and processed in accordance with the Town of Shelburne's Procurement and Purchasing Policy. Any Contract resulting from this Request for Quotation shall be governed and interpreted in accordance with the laws of the Province of Ontario.

1.13 Existing Conditions

The Contractor shall cleanup and restore all disturbed areas to condition equal to or better than existing conditions.

1.14 Applicable Standards

The Ontario Provincial Standards – General Conditions of Contract and the bylaws, policies and standards of Town of Shelburne shall apply for this project. A copy of the OPS General Conditions and the Ontario Building Code (OBC) are available from the Engineer upon request.

1.15 Questions / Clarifications

Enquiries regarding this RFQ must be submitted to the engineering consultant and should be directed to Blake Aram, Civil Engineer, at blake.aram@sbaengineering.com. No enquiries are to be directed to any other employee or elected Officials of the Town of Shelburne. Questions will be accepted until 5:00 p.m. on Thursday, November 6, 2025.

All clarification requests are to be sent by email to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided in the form of an addendum. All addendums will be provided on or before **Monday, November 10, 2025.**

Any changes to the request for quotation, prior to the bid closing will be issued as an addendum. The Client and S. Burnett & Associates Limited will assume no responsibility for oral instruction or suggestions. Failure to acknowledge all addenda will result in your quotation being rejected. A bid received without addendum / addenda acknowledge and/or submitted as instructed will be rejected.

1.16 Submissions

Electronic bid submissions of the complete Form of Quotation and Schedule of Unit Prices shall be received by:

Carey Holmes, AMCT
Director of Financial Services / Treasurer, Town of Shelburne cholmes@shelburne.ca

Submissions shall be provided in PDF format, via email by no later than:

3:00:00 pm Eastern Time on Thursday, November 16, 2025

Email subject heading shall be provided as: (Your company), Town of Shelburne (RFQ 02-2025), Main Street West and Gordon Street PXO.

1.17 Harmonized Sales Tax (HST)

Bidders should prepare their quotations to include the current tax system which will be in place throughout the life of the Contract on the understanding that, once the transitional provisions are available, the Contract price will be adjusted, if necessary, so that the tax impact of the change is neutral to the Contractor, after taking into account the portion of the work affected by the change, any Input Credits received by the Contractor, and all other relevant factors, following the implementation of the Harmonized Sales Tax regime. In the event of any dispute between the parties concerning the necessary adjustment, the matter will be finally resolved by an independent audit firm acceptable to both parties.

1.18 Insurance

The Contractor shall procure and maintain Comprehensive General Liability insurance in accordance with this section. The Contractor shall file with Town of Shelburne, together with the signed Contract, prior to the start of any work, a copy of the policy of Comprehensive General Liability Insurance clearly stating that the Comprehensive General Liability Insurance complies with all the requirements of this Contract. Insurance shall be obtained from a company satisfactory to the Town of Shelburne.

The successful Contractor's policies of Insurance shall cover (the Contractor and all Sub-contractors) and shall name the Town of Shelburne and S. Burnett & Associates Limited as an additional insured. All insurance shall remain in effect for the duration of this Contact.

The Comprehensive General Liability Insurance shall:

- a. Have a limit of liability not less than \$5,000,000 inclusive for any one insurance.
- b. Include insurance against liability for bodily injury and property damage cause by vehicles or equipment owned by the Contractor.
- c. Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without 30 days written notice to the Town of Shelburne.

2. DESCRIPTION OF WORKS

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All Bidders are to review and familiarize themselves with the specifications presented in the RFQ, along with details included in **Appendix A: Drawing C1**.

2.1 Item A1 – General Requirements

- The lump sum price bid for this item shall include the costs for all labour, equipment, and materials to comple the following:
 - All costs to provide the insurance provisions as described in Section 1.18 for the duration of the Project.
 - O Provide traffic and pedestrian control during construction. This shall include all traffic control to Ontario Traffic Manual (OTM) Book 7 requirements. At all times during construction two-way traffic shall be maintained along Main Street West. This item will also include all signage and barriers for temporary sidewalk closures. At all times during construction, one (1) side of Main Street West shall be open during construction and Contractors are to accommodate this requirement within their project schedule.
- Refer to Schedule of Unit Prices for basis of payment.

2.2 Item A2 – Utility Location & Construction Layout

- This lump sum item should include the costs for all labour, equipment, and materials to adequately satisfy themselves with the location of underground utilities and to provide layout of the pole footings.
- The Contractor is to coordinate with the Town of Shelburne regarding the exact placement of the poles prior to base excavation.
- Contractors shall carry under this item costs for excavation via hydro-vacuum.

2.3 Item A3 – Removal & Replacement of Concrete Sidewalk

- This per unit price bid shall include costs for all labour, equipment and materials for the removal and replacement of existing sidewalk panels as required for the installation of the PXO pole bases.
- Concrete sidewalks shall be placed per OPSD 310.010 and Section 3.16.
- All concrete shall have minimum 28-day compressive strength of 32 MPa, Class C-2 exposure and maximum nominal aggregate diameter of 19.0mm.
- Under this item, the Contractor is to provide onsite concrete testing per Section 3.12.
- The Contractor is fully responsible to protect the concrete from any deleterious activity that may negatively impact the finished product of the sidewalks.
- The Contractor is responsible to provide curing blankets if necessary or another form of insulation to provide adequate curing conditions.
- Expansion joint materials shall be as specified in OPSS 351.05.02 and OPSS 1308 for bituminous fibre board. Expansion joints shall be placed at all locations where new concrete abuts old concrete and around new concrete pole bases.

2.4 Item A4 – Concrete Base for Signal Poles

- This per unit price bid shall include costs for all labour, equipment and materials for the installation of concrete bases to OPSD 2200.01.
- All pole bases shall be constructed to OPSS MUNI.616. Concrete shall have a minimum 28-day compressive strength of 30 MPa, Class C-2 exposure class.
- Concrete bases shall be cured for a minimum of 72-hours prior to pole mounting.

2.5 Item A5 – Steel Poles & Mast Arms

- This per unit price bid shall include costs for all labour, equipment and materials to supply and erect the steel traffic poles and mast arms.
- PXO to be constructed to OTM Level 2 Type B Standards.
- Poles shall confirm to OPSD 2415.011. Poles are to be 6.09m in height and mast arms as shown on the Contract Drawings. Mast arms shall have a minimum 5.0m vertical clearance from the road surface.
- Poles and mast arms to be heavy duty 11-gauge hot dipped galvanized steel.
- Threaded adjustment nuts shall be used to establish the "rake" as per the manufacturer's recommendations. The use of shims or other levelling devices shall not be permitted.
- All mounting hardware shall be stainless steel or hot dipped galvanized.

- Contractor to provide signage as shown in OTM Book 15 Figure 27: PXO Level 2 Type B –
 Intersection (2-way).
 - Approach signs (Ra-10 & Wc-27R) are not required.

2.6 Item A6 – Double Sided RRFB, Including Solar Engine & Pedestrian Audible Pushbutton

- Rectangular Rapid Flashing Beacons (RRFB) are to be dual sided, complete with a 40W solar engine. Acceptable products are AB-9407 by JST Technologies or approved equal.
- Audible pedestrian pushbuttons shall be manufactured by Polora Enterprises or approved equal.
- The pushbuttons for the pedestrian crossing shall have one-way arrows at each and shall be operated such that the button must be held down to activate the walk sound options.
- Pedestrian signal system shall be tested and adjusted at the time of installation in the presence and to the satisfaction of the Town.

3. STANDARD SPECIFICATIONS

Unless otherwise noted, the Ontario Provincial Standards and Specifications (OPSS) and the Ontario Provincial Standard Drawings (OPSD) shall prevail.

OPSD are contained in the manual "Ontario Provincial Standards for Roads and Municipal Services", Volume 3.

3.1 Contract Drawing and Specifications

- a. The latest OPSS General Conditions of Contract shall apply to this Contract.
- b. Ontario Provincial Standard Specifications (most recent) shall apply, and Ontario Provincial Standard Drawings (most recent) shall apply. These generally apply to construction projects and may not be required for non-construction projects.

3.2 Order of Precedence

In case of any inconsistency of conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Quotation or any other document or writing the provisions of such documents shall take precedence and govern in the following order:

- a. Form of Agreement
- b. Addenda
- c. Contract Drawings

d. Specifications

SBA File No: M25010

- e. Standard Specifications
- f. Form of Quotation
- g. General Conditions of Contract
- h. Information to Bidders.

3.3 Payments

Progress payments will be made as per OPS General Conditions. Final payment will be made subject to OPS General Provisions of Contract, and the following conditions if applicable.

- a. For tax rebate claims by the Owner, copies of all invoices for materials supplied by the Contractor and permanently incorporated into the work, to include material costs and tax amounts paid.
- b. A statement defining the status of all damage or other claims received by the Contractor, resulting from the work (if required).
- c. Submission of material testing results indicating conformity with the applicable specifications.
- d. Submission of WSIB clearance certificate.

3.4 Supply of Materials

The Bidder shall be responsible for the supply of all temporary and permanent materials required to complete the project in every detail. All materials, unless specified, must conform to the applicable industry standard.

The Municipality reserves the right to reject any supplier and or materials at the sole discretion of the Town of Shelburne.

3.5 Bidder's Supervision on Site

The Bidder shall provide a competent representative to be constantly on site during all working hours and ongoing throughout the execution of the Works. The Bidder's representative shall, at all times, be in full control and be responsible for all activities and all phases of Work including those portions of the Works performed by Sub-contractors.

3.6 Bidder's Schedule and Hours of Work

The successful Bidder shall be required, within a period of seven (7) calendar days after receiving notice that their Quotation has been accepted, to submit to the Town of Shelburne for approval, a detailed schedule with sufficient information to demonstrate completion of all aspects of the works within the completion date requirements.

The bidder is required to gain permission from the Town of Shelburne prior to conducting any weekend or holiday work. Requests for weekend or holiday work shall be directed to Jim Moss, Director of Development & Operations, jmoss@shelburne.ca.

Hours of work shall be subject to the Town of Shelburne, Municipal Noise By-Law. All operations must be off of the road and secured for the evening no later than one half hour before sunset.

3.7 Utilities

The Bidder is responsible for arranging utility locates. It is the Bidder's duty to ensure the correctness of the locates before performing work in a sensitive area.

3.8 Layout of Work

The Bidder shall be responsible for the layout of the concrete pole footings with the assistance of the Town of Shelburne.

3.9 Disposal

Disposal of materials shall be the responsibility of the Bidder and shall be carried out in an environmentally acceptable manner. The Town of Shelburne reserves the first right of refusal for all material as desired.

3.10 Private Property

The Bidder shall assume full responsibility for crossing or making use of private property and shall obtain all necessary permission(s) in connection therewith.

3.11 Haulage Routes

The requirements of the General Conditions of Contract shall apply with the following Special Provisions:

- a. The Contractor shall at all times keep their haulage routes free from materials spilled on private and municipal property by their equipment, and shall maintain the streets, sidewalks, pathways, etc., in clean condition to the satisfaction of the municipal authorities. Town of Shelburne or designate may inspect haulage routes, the site and adjacent premises daily and may halt operations or may carry out such additional cleaning operations, as he considers necessary, deducting the cost from monies due or to become due to the Contractor.
- b. No separate measurement or payment will be made for any additional expense to the Contractor as a result of the requirements under this subsection.

3.12 Quality Control

At minimum, the Contractor is to engage the services of a Geotechnical company whose personnel and facilities have appropriate CCIL certification to provide QA testing on material used in the execution of this Contract.

The Contractor is responsible for coordinating one (1) set of concrete samples to be taken in accordance with OPSS 1350. The following testing procedures shall be completed:

- Compressive Strength (OPSS 1350.05.02.03)
- Air Content (OPSS 1350.05.02.04)
- Slump (OPSS 1350.05.02.04)

All testing is to be completed in the presence of the Town of Shelburne or their Engineer, and testing reports are to be submitted to the Town of Shelburne once available. The Contractor will not be compensated for any retesting that is required due to rejected concrete batches.

The Client reserves the right to sample and test materials on site. The Contractor shall co-operate with the Municipality in collecting quality control samples as required.

3.13 Shop Drawings

The bidder shall provide shop drawings a minimum of seven (7) days prior to anticipated installation dates for review and approval by the Town. The following submittals are to be provided:

- Concrete footing and sidewalk mix design;
- Pole and mast arms;
- Rectangular rapid flashing beacons including solar engine and audible push button.

3.14 Traffic & Pedestrian Control

The Contractor shall avoid the blocking of vehicular or pedestrian traffic for a longer period than is necessary for the proper construction of the Work. Construction signage, barricades, lighting and any other necessary safety measures required within the limits of the Contract shall be maintained throughout the course of the Work, and at the expense of the Contractor to the satisfaction of the Engineer.

3.15 Notifications

It will be the Contractor's responsibility to notify applicable utility companies, emergency services and the Ministry of Labor prior to commencement of the work. In the case where a roadway is utilized as a school bus route, the Contractor shall notify the appropriate educational authority. The notifications shall be made in writing, with copies provided to Jim Moss, Director of Development and Operations, the Town of Shelburne, via email at immss@shelburne.ca.

3.16 Method of Work

Concrete:

- Concrete shall be placed and consolidated to meet the requirements of CSA A23.1.
- Mix Design must be provided to the Municipality and Engineer seven (7) days prior to placement.
- All steel reinforcement shall be to OPSS.MUNI 1440 & 905.
- All Concrete sidewalk is to be placed per OPSS.MUNI 351 & 1350.
- The Contractor is responsible to protect excavations and poured concrete from adverse weather.
- Granular base is to be compacted to 100% SPMDD. The bidder is responsible to source any water required to meet compaction requirements.

FORM OF QUOTATION

Town of Shelburne
Main Street West and Gordon Street PXO
SBA File No: M25010

This quotation submitted by:

Name
Company Name
Address
Telephone Number
Email Address
Email / taul ess
Signature
Date of Submission

Having carefully examined all Quotation Documents related thereto, including the General Terms and Conditions, Description of Works, Schedule of Unit Prices and Form of Quotation and Addendum / Addenda No. ______to _____, I do hereby provide this Quotation in accordance with the Quotation Documents and all specifications, including detailed drawings as may be supplied from time to time, to furnish all materials, labour and equipment and all things necessary within the time specified as described in the following Sections.

The undersigned agrees to accept as full payment; therefore, the sums calculated in accordance with the actual measured quantities.

Notes:

- 1. Quotation to include Harmonized Sales Tax (HST).
- 2. Quotation provided is deemed to be valid for a period of 30 days from date of closing of quotation.
- 3. All works to be completed by **December 19, 2025**, weather permitting, based on award of Contract within two (2) weeks of date of closing of quotation.

SCHEDULE OF UNIT PRICES SCHEDULE A: SITE WORKS

ITEM	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	TOTAL PRICE
A1	General Requirements	LS	1	\$	\$
A2	Utility Location & Construction Layout	LS	1	\$	\$
A3	Removal and Replacement of Concrete Sidewalk	m²	10.5	\$	\$
A4	Concrete Base (OPSD 2200.01)	Ea.	2	\$	\$
A5 a)	Steel Pole & Mast Arm (North Lane)	LS	1	\$	\$
A5 b)	Steel Pole & Mast Arm (South Lane)	LS	1	\$	\$
A6	RRFB's Incld. Solar Cell & Push Button	Ea.	2	\$	\$
				SUBTOTAL:	\$

COST SUMMARY

SCHEDULE OF ITEMS AND PRICES

S. Burnett & Associates Limited Project No: M25010

Contractor: Address:

Total (Must Equal Total Bid Price):

Contract Title: Town of Shelburne, Main Street West & Gordon Street PXO

DESCRIPTION	CONT	RACT TOTAL
ITEMS:		
SCHEDULE A: PXO Works		\$
	SUBTOTAL:	\$
	HST 13%:	\$
	TOTAL:	\$
Estimated Cost of Material to be Incorporated in the Work:		\$
Estimated Cost of Labour and all Other Charges:		\$

AGREEMENT

THIS AC	GREEMENT made as of the day of, 2024.
BETWE	EN: Town of Shelburne (hereinafter called "the Owner")
	-and-
	Contractor (hereinafter called "the Contractor")
	SSETH e Owner and the Contractor in consideration of the fulfillment of their respective promises and ons herein set forth covenant and agree with each other as follows:
ARTICL	EI
a.	This Agreement applies to the supply of labour, materials and equipment necessary for the Fiddle Park Pavilion Slab and has accepted the bid by the Contractor for the completion of such Works in The Town of Shelburne.
b.	This Agreement, together with the Request for Quotation, constitute the "Contract" and are to be read herewith and form part of the Contract as fully and completely to all intents and purposes as through all the stipulations thereof had been embodied herein.
c.	That the date from which this Contract is to be in force is the day of in 2024.
d.	Three (3) copies of the Contract have been signed for identification by both parties, which copies have been prepared by S. Burnett & Associates Limited, 210 Broadway, Unit 203, Orangeville, Ontario, L9W 5G4, acting as, and herein (and throughout the Contract) entitled the "Engineer".

ARTICLE II

THE CONTRACTOR UNDERTAKES AND AGREES:

a. To do all the work and furnish all the labour, materials, tools, plant, appliances and transportation necessary or proper for the performing and completing of the work required under this Agreement, as set forth in the plans and specifications and in the manner and within the time as specified within the General Plans & Conditions section of this document.

The said plans and specifications are intended to cover and provide for proper completed work in all respects, and everything necessary to carry out this intent which may reasonably be implied from the plans and specifications must be done by the Contractor, even if not particularly referred to in the plans and specifications.

b. To complete the work described in this Contract within the allotted time schedule.

All requests for extensions of said completion dates shall be by registered mail to the Owner and the decision of the Engineer with respect to such requests is to be considered final and binding upon the Contractor and the Owner.

- c. The Contractor shall guarantee the work free from any defects in materials and workmanship under normal operating conditions throughout the Period of Guaranteed Maintenance as defined within this Request for Quotation document.
- d. The decision of the Engineer is to be final and binding on the Contractor and the Owner as to the nature and cause of any imperfections and as to the remedy required for each and as to which party shall bear the cost of such remedy. Failure to comply with the directions of the Engineer within 48 hours after written notice may result in the Engineer having the work performed by others and the cost thereof being deducted from the amount due to the Contractor.
- e. To furnish the following articles to validate this Contract:
 - i. Evidence of Liability Insurance as per General Conditions of Contract;
 - ii. Current Clearance Certificate from Workplace Safety & Insurance Board.
- f. To warranty all work and services provided under this Contract for one (1) calendar year, following project completion. The Contractor shall make good all deficient work at no additional cost to The Town of Shelburne.

ARTICLE III

THE OWNER UNDERTAKES AND AGREES:

- a. To provide the Contractor with access to and use of their lands and premises to such extent as may be necessary for the continuous and unrestricted prosecution of the Contractor's operation.
- b. That the Contractor shall receive payment for work done, and materials supplied according to the unit prices contained in the Request for Quotation, in accordance with the provisions of this Contract. The unit prices will be applied by the Engineer to the actual quantities of work and materials supplied by the Contractor whether these quantities be more or less than those estimated on the said Request for Quotation or shown on the Contract Drawing(s).
- c. That the Contractor shall receive payments monthly, or one (1) payment the month following completion of the work should the said work be completed in one (1) calendar month or less. These payments shall be authorized on Contract Payment Certificates issued by the Engineer, which will be based upon approximate estimates only, and must not be construed as an acceptance of the work so estimated or as an admission of liability by the Owner in respect thereof.

IN WITNESS WHEREOF the Contractor and the Owner have respectively affixed their corporate seals and the hands of their proper officers on or about the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

"Contractor's Name"
Contractor
For the Contractor / Signature & Seal
To the contractory signature a sear
Date Signed
Town of Shelburne
Owner
For the Owner / Signature & Seal
, ., ., .,
Date Signed
S. Burnett & Associates Limited
Engineer
Witness
Date Signed

Appendix A

Contract Drawing C1

