

**SITE PLAN CONTROL AGREEMENT**

Between:

**The Corporation of the Town of Tecumseh**

-and-

**Greater Essex County District School Board**

**PREPARED BY:**

**WOLF HOOKER PROFESSIONAL CORPORATION**

Barristers & Solicitors  
72 Talbot Street North, Suite 100  
Essex, Ontario  
N8M 1A2

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## SITE PLAN CONTROL AGREEMENT

***THIS AGREEMENT*** made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**B E T W E E N:**

***THE CORPORATION OF THE TOWN OF TECUMSEH,***  
hereinafter called the "**Municipality**" or "**Town**"

**OF THE FIRST PART**

-and-

***GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD***  
hereinafter called the "**Owner**"

**OF THE SECOND PART**

**HEREINAFTER** collectively referred to as the "Parties"

### RECITALS

**WHEREAS** the Owners, own certain lands situated within the corporate limits of the Municipality, said lands being more particularly described in Schedule "A" hereto (the "Lands");

**AND WHEREAS** the Municipality has enacted a by-law designating the Land as a site plan control area, pursuant to Section 41(2) of The Planning Act, R.S.O 1990, c.P.13 and amendments thereto;

**AND WHEREAS** where site plan control is in effect, Section 41 of The Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, states that the approval of plans by Municipal Council is required prior to development of the Lands, and that the Municipality may require the Owners to enter into an Agreement with the Municipality respecting certain prescribed matters;

**AND WHEREAS** as a condition of agreeing to development, the Municipality has requested the Owner enter into a Site Plan Agreement;

**AND WHEREAS** the Owner covenants and agrees to develop the Lands in accordance with this agreement;

**AND WHEREAS** the proposed development of the Lands is in accordance with the Official Zoning Plan and Zoning By-Law of the Municipality as of the date of this Agreement;

**WITNESSETH** that in consideration of these presents, and other good and valuable consideration, the Parties hereto mutually covenant, promise and agree as follows:

### ARTICLE I MUNICIPALITY CONSULTANTS

#### **1.1 MUNICIPALITY TO RETAIN**

In addition to persons in the employ of the Municipality, the Municipality shall retain the following professionals:

- a) a consulting/professional civil engineer registered with the Professional Engineers of Ontario (the "Municipality's Engineer"), for the purpose of reviewing all plans, specifications,

engineering documents, contracts, details, elevations and other relevant information as well as the occasional inspection of the construction, repair and maintenance of the Services (as defined in 2.1.1 below);

b) the Municipality's solicitor for the purpose of reviewing all necessary legal matters incidental to the development of the Lands, including, without limiting generality, the preparation of this agreement together with all other documentation required by the Municipality to give effect to this Agreement and/or the development of the Lands;

## **ARTICLE 2 THE OWNER AGREES**

### **2.1 OWNER AGREES**

The Owners jointly and severally make the following covenants, all of which shall be carried out at the Owner's expense:

#### **2.1.1 Owner to Provide**

The following facilities, works or matters shall be provided by the Owner to the satisfaction of and at no expense to the Municipality: all buildings, landscaping, fencing, parking, storage and access areas, lighting, walkways, garbage disposal facilities, grading and storm, surface and waste water works (all of which, including those works specifically called for in 2.1.6 below) herein termed "the Services") in accordance with the attached site plan set out in Schedule "B" (the Site Plan) and "Schedule "D" (the Site Service Plan) in accordance with all the applicable provisions of the Municipality's By-Laws;

#### **2.1.2 Construction and Maintenance**

The Owners agree and covenants to construct and forever maintain the development of the Lands in accordance with the Site Plan and Site Service Plan. Without limiting the preceding covenant, the Owner covenants to attend to such on-going maintenance, cleaning, repair or replacement to the Services as may be identified from time to time by the Municipal Engineer or by the Town to ensure that the Services of the property continue to function as originally designed. To the extent that there is any obstruction, damage or premature wear and tear to the municipal utilities and services to which the Services are connected arising from any source emanating from the Lands or unlawful activity or contravention of any municipal by-law occurring on the Lands, the Owner shall be required to similarly maintain, clean, repair or replace such municipal utility or service or pay the cost of the Town attending to same (at the option of the Town).

#### **2.1.3 The Development**

The owners shall construct, install and provide the facilities and works required in and for the development at its own expense and in accordance with the Site Plan and other provisions of the Agreement.

#### **2.1.4 Plans**

##### **2.1.4.1 Criteria**

All plans, construction, installation, facilities and works shall be completed in accordance with:

- a) Sound engineering practice;
- b) The criteria laid down by governmental authorities having jurisdiction including, without limiting the generality of the foregoing, the Municipality, the Corporation of the County of Essex, the Essex Power Corporation or Ontario Hydro Corporation (whichever is the applicable hydro authority), the Ministry of the Environment, Conservation and Parks, the Ministry of Transportation and the Essex Region Conservation Authority (ERCA);
- c) Such criteria as approved by Council of the Municipality.

##### **2.1.4.2 Preparation of Plans**

The Owner shall, at its own expense and prior to issuance of a building permit:

- a) prepare the Site Plan delineating the Owner's plans for the development of the Lands, which site plan shall be subject to the approval of the Municipality. It is hereby acknowledged

that the Site Plan and Site Service Plan required to fulfill this condition have been prepared and approved, and are attached hereto as Schedule “B” and “C”, respectively;

b) prepare and submit to the Municipality all plans for off-site and on-site Services not detailed or fully described in the Site Plan, which plans shall also be subject to approval of the Municipality; and

c) provide to the Municipality all requisite copies of the Site Plan and the said plans for Services as may be required by the Municipality.

#### 2.1.4.3 Lot Grading Plan

The Owner further agrees, if required by the Municipality's Chief Building Official, and/or ERCA to submit to the satisfaction of the Chief Building Official and/or ERCA, a lot grading plan covering the subject lands for their approval prior to the issuance of any building permits (This requirement has been satisfied by the Site Grading Plan attached as Schedule C hereto).

The Owner also agrees to have the approved elevation as per the lot grading plan verified by an Ontario Land Surveyor at the following stages of construction:

(a) Prior to the pouring of footings (top of forms elevation); and

(b) Following completion of construction;

Where the finished grade of lot deviates from the original lot grading plan presented to and accepted by the Municipality's Chief Building Official and/or ERCA, the Owner shall either submit a new lot grading plan to the satisfaction of the Municipality's Chief Building Official and/or ERCA or regrade the lands to the elevations indicated on the original lot grading plan.

#### 2.1.4.4 Drainage Plan

The Owner shall provide for grading and drainage of the subject lands all in accordance with a Drainage Plan and the Engineering Data. Drainage facilities and requirements shall be constructed and installed contemporaneously with the construction of the development. The Owner shall supply, construct or install all facilities and works necessary to connect the Owner's drainage system to the Municipality's storm sewer system, and shall pay to the Municipality any connection charges associated therewith.

#### 2.1.4.5 Landscaping Plan

The Owner shall landscape the subject lands all in accordance with the Landscaping Plan annexed hereto and marked Schedule "E". The Owner further agrees to maintain such landscaping for so long as the buildings exist on the lands. Any topsoil removed from the subject lands during grading operations shall be stockpiled thereon in areas compatible for the reception of the same and the Owner covenants and agrees that it will not remove such topsoil from the boundaries of the lands without the approval of the Municipality. Any topsoil excavated but not immediately required for landscaping or for grading purposes shall be contoured and bermed to the satisfaction of the Municipality.

#### 2.1.4.6 Reference Plan

The Owner, at the Owner's expense, shall engage a registered Ontario Land Surveyor to prepare, submit and register a Reference Plan, which must delineate the all of the Lands. The Owner, at the Owner's expense, shall initially provide Two (2) copies and (1) diskette of the Plan. All files are to be projected to North American Datum (NAD 83) UTM Zone 17 Geographic Coordinate System. The Owner at the Owner's expense shall provide additional copies of the reference plan in the required format upon the request of the Town. Any additional Reference Plans required to describe any portion of the Lands for which an interest (in fee simple or otherwise) is to be conveyed by the Owner shall be prepared, registered and copies supplied to the Municipality in the manner indicated above and at the expense of the Owner.

#### 2.1.5 Engineer

The Owner shall employ at its expense a Consulting Engineer to:

a) Design and submit drawings with respect to all services required (herein “the Engineering Data”).

b) Visit the site to inspect all services to confirm compliance to the approved plans as required by the Municipality or for other issues that may arise from time to time, etc.

c) Submit to the Municipality (and all other authority having jurisdiction) at the end of construction a letter confirming that all services have been completed in accordance with the

approved plans/reports including as-built drawings showing as-built details and elevations for underground services and final grading.

#### 2.1.6 Services

##### 2.1.6.1 Stormwater Management

The Owner agrees that stormwater management measures shall be applicable to the development of the Lands, in a manner which is in accordance with the provisions of The Drainage Act, R.S.O. 1990, c.D.17 as amended (when and if applicable) and otherwise in accordance with the Windsor-Essex Regional Stormwater Standards Manual (2019) and amendments thereto, and to the satisfaction of the Municipality's Engineer.

##### 2.1.6.2 Sanitary Sewers

The Owner, at its own expense, shall supply, construct or install all sanitary sewer connections necessary to service the site all in accordance with the Engineering Data. No work shall be carried out until the Engineering Data has been approved by the Town.

##### 2.1.6.3 Water Services

The Owner, at its own expense, shall supply, construct or install all water connections necessary to supply water to the site all in accordance with the Engineering Data. No such work shall be carried out until the Engineering Data has been approved by the Town. Remote registry water meters shall be installed as specified by the Town. All costs of connecting water services to existing services shall be borne by the Owner.

##### 2.1.6.4 Electrical Services

All hydro services shall be underground. The Owner, at its expense, shall supply, construct or install all underground hydro services in the manner, location and design depicted in the Engineering Data but subject to the manner, design and specifications established from time to time by Ontario Hydro and the Essex Power Corporation for such services. All costs of connecting hydro services to existing services shall be borne by the Owner.

##### 2.1.6.5 Underground Utilities

The Owner shall ensure that all Bell Canada, natural gas service and telecommunication installations shall be underground.

##### 2.1.6.6 Notification and Permits

The Owner hereby agrees to notify all local, Provincial or Federal authorities having jurisdiction as to its proposed development, and to obtain all necessary permits and/or approvals which may be required from any authority having jurisdiction with respect thereto.

##### 2.1.6.7 Co-ordination of Services

The Owner shall be responsible for co-ordinating the installation of all facilities and works including without limitation the services to be installed under 2.1.6.4 and 2.1.6.5 . The Municipality will send to the Owner's engineer all plans of installations received from time to time from any such third party utility service.

#### 2.1.7 Traffic Signs

The Owner shall provide, install and maintain suitable traffic direction and information signs, all in accordance with The Highway Traffic Act of Ontario, R.S.O. 1990, c.H.8 and amendments

thereto, and The Public Transportation and Highway Improvement Act, R.S.O. 1990, c.P.50 and amendments thereto, to the satisfaction of the Municipality. The Owner shall provide, install and maintain suitable traffic direction and information signs painted or otherwise marked on the surface of the parking area and driveway approaches, all to the satisfaction of the Municipality.

#### 2.1.8 Entrances

The Owner hereby agrees to construct and install all entrances, driveways, and curbing to the satisfaction of the Municipality and the County of Essex Road Department if applicable; and further agrees that the same shall be barrier free. The Owner shall maintain all entrances and

driveways on the Lands to the satisfaction of the Municipality and the County of Essex Road Department if applicable. Any driveway approaches which become redundant following the development of shall be closed and the area restored to the satisfaction of the Municipality.

#### 2.1.9 Repair

The Owner agrees that any Municipal property, including without limiting the generality of the foregoing, curbs, gutters, pavements, sidewalks, or landscaped areas on the public highway, and any property belonging to a third party, which are damaged during construction or otherwise, shall be restored by the Owner at its expense, and to the satisfaction of the Municipality. The Owner shall keep the subject lands in a state of good repair (including the cutting of weeds) and upon written notice from the Municipality shall correct deficiencies in the state of repair within ten (10) days thereof.

#### 2.1.10 Dirt and Debris

The Owner further agrees to keep the public highways adjacent to the subject lands free from dirt and debris caused by the construction of the subject lands, and to provide reasonable dust control for the site and adjacent municipal streets during the course of construction.

#### 2.1.11 Address Sign

The municipal address of the building shall be provided in a prominent location on the site and shall be designed to be easily readable from the adjacent street(s).

#### 2.1.12 Environmental Laws

The Owner shall at all times in connection with the development and the implementation of this agreement comply fully with all environmental laws.

#### 2.1.13 Noise By-Laws

The owner shall at all times insure that the provisions of the noise by-law for the Municipality be strictly adhered to.

#### 2.1.14 Local Improvements / Drainage Act

Intentionally Deleted.

#### 2.1.15 Parking, Driveways and Loading Areas

The Owner at its own expense shall provide parking driveways and loading areas in accordance with the Site Plan and/or the Site Service Plan. All such areas shall be paved with asphalt or concrete. All handicapped parking areas shall be identified with signage and logos to the satisfaction of the Municipality and identified as such using the then-current form available from the Office of the Clerk of the Municipality.

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#### 2.1.16 Snow Removal

The Owner, and not the Municipality, shall be responsible for keeping the parking and access areas free and clear of all snow and ice regardless of who owns those improvements or the lands upon which they are situate. No snow or ice from the subject lands shall be deposited on any municipal streets.

#### 2.1.17 External Lighting

The Owner shall erect exterior lighting on the subject lands as depicted in the Site Plan, the Site Service Plan, and Photometric Plan and all in accordance with the Engineering Data. The Owner shall not erect any exterior lighting on the subject lands, other than that provided for in the Engineering Data or depicted in the Site Plan or Photometric Plan, unless the consent therefor is first had and obtained from the Municipality. The Owner further agrees that all lighting of the said lands shall be oriented and its intensity so controlled as to prevent glare on



adjacent roadways and residential properties.

Should the Municipality, in its sole discretion determine that the lighting of the said lands has an adverse impact on the adjacent roadways or residential properties, then the Owner shall take all necessary measures to correct the adverse impact to the satisfaction of the Municipality.

#### 2.1.18 Signs

The Owner shall not erect any signs on the subject lands other than signs which are allowed by this Agreement, as shown on Schedule “B” and/or Schedule “C”, and are consistent with the Town’s Sign Bylaw or which are otherwise required by applicable law.

#### 2.1.19 Refuse Collection

The Owner agrees to provide on-site facilities for refuse collection. Such facilities shall be screened from view in accordance with the requirements of the Municipality. The Owner, and not the Municipality, shall be responsible for the removal of any garbage, refuse or other wastes from the waste storage facility.

### **ARTICLE 3 TIMING**

#### **3.1 CONDITIONS**

##### 3.1.1 Conditions Precedent

It is a condition precedent to the coming into force of this Agreement that the Owner complete the following simultaneously with the execution of this Agreement:

- a) Security for performance is posted pursuant to Paragraph 6.1;
- b) Construction lien deposit pursuant to Paragraph 6.3;

##### 3.1.2 Conditions Subsequent

It is a condition subsequent of this Agreement that the Owner complete the following as soon as is reasonably possible subsequent to the execution of this Agreement failing which, the Town may at its option elect to terminate this Agreement:

- a) Workplace Safety Insurance Board Clearance Certificate issued if required;
- b) Proof of Insurance is provided pursuant to Paragraph 6.4 if required;
- c) Due registration against the title of the land of this Agreement;
- d) Postponement to this Agreement by all encumbrances;
- e) Receipt of the opinion of the Owner's lawyer confirming 3.1.2(c) and 3.1(d) if required by the Town;

#### **3.2 BUFFER AREA**

The Owner agrees to landscape all of the buffer and/or planting areas shown on the Site Plan and/or the Site Service Plan annexed hereto and marked Schedule “B” and “C” within SIX (6) months of completion of site servicing and main building construction as determined by the Chief Building Official.

#### **3.3 COMPLETION**

The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Municipality within TWO (2) years of execution of this Agreement.

## **ARTICLE 4 PAYMENTS**

### **4.1 COSTS**

The Owner shall reimburse the Municipality for all the Municipality costs with respect to the development, including without limiting the generality of the foregoing, the fees and disbursements of its Engineer, and Solicitor. The Municipality shall deliver invoices to the Owner in a timely fashion payment for which shall be due immediately.

### **4.2 DEVELOPMENT CHARGES**

The Owner agrees to pay development charges with respect to the development in accordance with the Municipality's Development Charges By-Law.

## **ARTICLE 5 CONVEYANCES**

### **5.1 EASEMENTS**

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance the easements provided for in the Engineering Data and Site Plan, in, through, over and under the subject lands as required for drainage purposes, sewers, hydro, gas, watermains, telephones etc. If the Municipality determines that additional easements are required, the Owner shall also convey or dedicate such additional easements upon demand and without cost and free of encumbrance. The Owner specifically covenants, without derogating from the general obligations contained in this paragraph, as follows:

1. To grant to the Town an easement to accommodate encroachment of signalization of intersection as per Schedule H and retain an Ontario Land Surveyor to prepare and register the requisite Reference Plan to facilitate the preparation of such easement all at the Owner's expense;;
2. The abutting lands to the North enjoy a servicing easement over Part 6, Plan 12R-27136 as detailed in instruments CE808919 and CE808920. To the extent that any existing water works or other services are located outside the boundaries of Part 6, Plan 12R-27136, the Owner covenants to arrange for the granting of such amendment to the easement as may be necessary to accommodate the current location of such works subject to obtaining any requisite consent under the Planning Act in that regard from the Town's Committee of Adjustment.
3. The Firstly Described Lands in Schedule A are subject to an existing easement in favour of the Town registered as R387783 to accommodate drainage and the Site Plan and Drainage Plan referenced herein shall accommodate and recognize this easement and nothing contained herein shall adversely impact the rights granted to the Town thereunder. The fence called for in the Site Plan may be located within the existing drainage easement but in a manner that does not impede the drainage rights afforded thereunder provided that the costs of any temporary removal, relocation or reconstruction required as a result of the Town repairing or maintaining the easement shall be borne by the Owner. The berm, if any, called for in the Site Plan must be located outside the location of the easement.

## **5.2 ROAD WIDENING**

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance the lands shown on the Site Plan for road widening. If the Municipality determines that additional lands are required for road widening, the Owner shall also convey or dedicate such additional lands for road widening upon demand and without cost and free of encumbrance.

## **ARTICLE 6 SECURITY & COST SHARING**

### **6.1 PERFORMANCE**

The Owner agrees, so as to assure the performance by the Owner of each of the terms and conditions of this Agreement during the development of the Lands, that the Owners shall, upon execution of this Agreement, forthwith deposit with the Municipality security in an amount which is equal to \$ 20,000.00 plus an amount equal to the value of the road work, if any, to be completed within any municipal road allowance (as calculated by the Owner's Engineer and approved by the Municipality) save and except to the extent such work is completed by the Municipality and cost-shared in the manner set forth in paragraph 6.5 of this agreement. For greater certainty, the amount of said security shall be subject to approval by the Municipality's Clerk and Solicitor.

Said security shall be either by way of

- a) cash, or
- b) a Standby Letter of Credit pursuant to UCP500 only, issued by a chartered bank of Canada in form satisfactory to the Municipality's Clerk and Solicitor. (not a Letter of Guarantee or Bond)

Provided that in no event shall the Municipality be required to pay interest on this security.

### **6.2 RELEASE OF SECURITY**

The Municipality agrees to return the said security to the Owner upon the completion and final approval of the works specified in this Agreement which approval is at the Municipality's sole discretion.

### **6.3 CONSTRUCTION LIENS**

In as much as the Owner is obligated at the Owner's entire expense and not at the expense of the Municipality, to make improvements to the municipal infrastructure, the Owner shall deposit with the Municipality, in order to satisfy the requirements of Section 17(4) of the Construction Act, R.S.O. 1990, c.C.30 and amendments thereto, cash or a letter of credit in form satisfactory to the Municipality and its Solicitor and in an amount of the holdbacks (under Part IV of the Construction Lien Act, R.S.O. 1990, c.C.30 and amendments thereto) that would have been required were the improvements made at the expense of the Municipality. The Owner may, at its option, obtain a single letter of credit with respect to its responsibilities pursuant to Paragraph 6.1 of this Article, provided that the Municipality and its solicitor is satisfied that the Municipality's security under each paragraph, if read separately, would not be compromised by the Letter of Credit proposed by the Owner.

Provided that in no event shall the Municipality be required to pay interest on this security.

### **6.4 INDEMNITY AND INSURANCE**

The Owner shall indemnify and save harmless the Municipality, from and against all actions, claims, loss, damage and liability connected with the development as contemplated herein arising directly or indirectly out of the negligence or unlawful performance or the non-performance of any obligation of the Owner or any contractors to the Owner under this Agreement. While any of the facilities and works herein have not been approved by the Municipality, the Owner shall maintain in full force and effect a policy of Commercial General Liability insurance covering personal and bodily injury liability and property damage with a limit of not less than \$5,000,000.00 and otherwise in form satisfactory to the

Municipality's solicitor wherein the Owner shall be insured as principal and the Municipality insured as an additional named insured against such liability to the limits noted. The Owner shall provide the Municipality with a Certificate of Liability Insurance prior to the commencement of construction of any of the facilities and works referred to herein and shall within 15 days of request by the Municipality, provide to the Municipality a certified copy of such policy. Where the Owner is unable to obtain or provide the requested Certificate of Insurance prior to commencement of construction of the facilities, and the Owner is not otherwise in default of any of its obligations under this agreement, the Owner may allow for its Contractor to provide the necessary insurance subject to the Owner and Contractor entering into the agreement attached hereto as Schedule G to this agreement.

## **6.5 COST SHARING OF MUNICIPAL WORKS**

During the course of the work, the Owner will be required to complete a number of improvements to the municipal right of way abutting the property being Tecumseh Road including a signalized intersection at the site entrance with left turning lanes, a sidewalk, street lighting improvements, installation of water, storm and sanitary service connections, abandonment of water and sanitary services for the two former residential lots that are now part of the site, and the oversizing of the Town's planned trunk storm sewer. The Town will be constructing the Tecumseh Road Storm & Road Improvement Project (from East of Lexham Gardens to Regent Road) in 2022 which will include the works required by the Owner relevant to facilitating development of the Lands (herein collectively termed "the Cost Shared Works"). An estimate for the Cost Shared Works is attached hereto as Schedule I.

The Owner agrees to contribute towards and pay the percentage of the costs incurred by the Town in constructing the Cost Shared Works as calculated in Schedule I. The amounts shown in Schedule I are for estimation purposes. Cost sharing shall be based on actual as-built costs.

The Cost Shared Works will be tendered by the Town in a way that facilitates the cost sharing and contemplates completion of these works with the Owner's development of the site to the extent practical. The Owner shall immediately provide a construction schedule for review and approval by the Town to facilitate this coordination.

Cost-sharing payments shall be made by the Owner within 30 days of delivery of the Town invoice following approval by the payment certifier for the applicable progress draw and otherwise as contemplated by and in accordance with section 4.1 above.

## **ARTICLE 7 DEFAULT**

### **7.1 STOP WORK**

In the event of any default by the Owner in the performance of any of the terms and conditions of this Agreement, the Municipality at its discretion shall, in addition to other remedies available to the Municipality, be entitled to refuse building permits with respect to the development and/or shall be entitled to refuse building and/or occupancy permits with respect to any buildings, and/or shall be entitled to issue stop work orders with respect to any matters in respect of which a building permit has been issued and/or may refuse to grant to the Owner any permissions, permits, certificates, approvals or authorities of any kind or nature which the Owner would have been entitled to receive had the Owner otherwise complied with the Municipality's requirements in this agreement, and/or shall be entitled to refuse to issue releases, all of which may be done until such time as the default has been cured in a manner satisfactory to the Municipality.

### **7.2 MUNICIPALITY MAY COMPLETE**

The owner acknowledges that this agreement is entered into pursuant to section 41(11) of the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto, and that a bylaw has been passed by the Municipality approving the entering into of this Agreement by the Municipality and incorporating the terms of this Agreement into that bylaw, and further that section 446 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, applies to all requirements of this Agreement. If the Owner neglects to undertake any matter or thing required to be done

by this Agreement and such default continues after SEVEN (7) days of the Owner being given written notice by the Municipality of such default, in addition to other remedies available to the Municipality, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover the costs incurred in doing it, by action or by adding such costs to the tax roll and collecting them in the same manner as taxes; the Owner hereby authorizes the Municipality (including, without limiting the generality of the foregoing, its employees, agents and servants) to enter upon the Lands to do any such matter or thing.

## **ARTICLE 8 REGISTRATION AND CONSENTS**

### **8.1 REGISTRATION AND ENFORCEMENT**

Pursuant to Section 41(10) of the said Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, this Agreement may be registered against the Lands to which it applies, as a first charge, at the Owner's expense, and the Municipality is entitled to enforce the provisions hereof against the Owners, who shall be jointly and severally liable for the Owners' covenants and obligations outlined herein, and, subject to the provisions of The Registry Act, R.S.O. 1990, c.R.20 and amendments thereto, and the Land Titles Act, R.S.O. 1990, c.L.5 and amendments thereto, against any and all subsequent owners of the Lands.

### **8.2 CONSENT**

The Owners hereby consent to the registration of this Agreement on the title of the Lands, said registration (as well as the preparation of this Agreement) to be at the Owners' expense.

### **8.3 MORTGAGEES**

The Owners agree to obtain a postponement of any mortgages or other encumbrances which may affect the Lands.

## **ARTICLE 9 MISCELLANEOUS**

### **9.1 COMMUNICATION**

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

Communications sent to the Municipality shall be addressed to:  
917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:  
280 Eugenie Street E., Windsor, Ontario N8X 2X8

Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. Communications so sent by facsimile transmission or other means of recorded telecommunication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is sent. Any party may from time to time change his or its address for service on written notice to the others.

**“Business Day”** means any day, other than a Saturday, Sunday or any other day on which

the principal chartered banks located in the Town are not open for business during normal banking hours

## **9.2 TIME OF ESSENCE**

Time shall be of the essence of this Agreement and of every part thereof.

## **9.3 WAIVER**

No waiver by any part of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.

## **9.4 FURTHER ASSURANCES**

Each of the Parties covenants and agrees that he, his heirs, executors, administrators and assigns will sign such further agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

## **9.5 HEADINGS**

The headings of the Articles of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

## **9.6 SUCCESSORS AND ASSIGNS**

The covenants hereunder shall run with the land and this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

## **9.7 GENDER**

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

## **9.8 SEVERABILITY**

If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

## **9.9 ENTIRE AGREEMENT**

This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.

#### **9.10 EXECUTION IN COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

#### **9.11 JURISDICTION**

This Agreement and all other agreements, security and documents to be delivered in connection with this agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.

#### **9.12 ASSIGNMENT**

Subject to the terms of this agreement, this agreement is not assignable by the owner prior to completion of the works without the consent of the Municipality.

#### **9.13 TRUE COPY**

All of the parties hereto acknowledge having received a true copy of this document.

#### **9.14 SCHEDULES**

Those Schedules marked as Schedules “B”, “C”, “D”, “E”, “F” and “H” have been signed by the parties and are on file with the Municipality. A reduced copy of those schedules are annexed hereto. A reduced copy of those schedules are annexed hereto which copy may be removed prior to registration on title should the Land Registry Office so determine or require.

#### **9.15 CONTRA PROFERENTEM RULE NOT APPLICABLE**

It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives and/or solicitors, have participated in the preparation and/or negotiation of the provisions of this agreement.

Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:

- a. *Prepared this agreement or any part of it; or*
- b. *Seeks to rely on this agreement or any part of it."*

**9.16 INDEPENDENT LEGAL ADVICE**

To the extent that the solicitors of Wolf Hooker Professional Corporation has been involved in the preparation of this agreement, such solicitors act solely as solicitors for the Town and with regard to the interests of the Town and not for any other party to this agreement. It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:

- 1) having obtained independent legal advice from his, her, or its’ own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;
- 2) that he *or* she *or* it understands the terms, and his *or* her rights and obligations, under this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their hands and seals.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

**THE CORPORATION OF THE  
TOWN OF TECUMSEH**

Per: \_\_\_\_\_  
Gary McNamara – Mayor

Per: \_\_\_\_\_  
Laura Moy - Clerk  
“We have authority to bind the Municipality”

**GREATER ESSEX COUNTY  
DISTRICT SCHOOL BOARD**

Per: \_\_\_\_\_  
Giuliana Hinchliffe –  
Manager of Facility Services  
“I have authority to bind the Board”



**SCHEDULE "A"**  
**THE LANDS**

**Firstly Described Lands**

PIN: 75271-0031  
ADDRESS: 13814 TECUMSEH ROAD EAST, TECUMSEH  
  
LEGAL DESCRIPTION: PT LT 1 CON WEST OF RIVER PECHE MAIDSTONE (ST CLAIR BEACH) AS IN R1005262 SAVE & EXCEPT R129011; S/T R387783; TOWN OF TECUMSEH

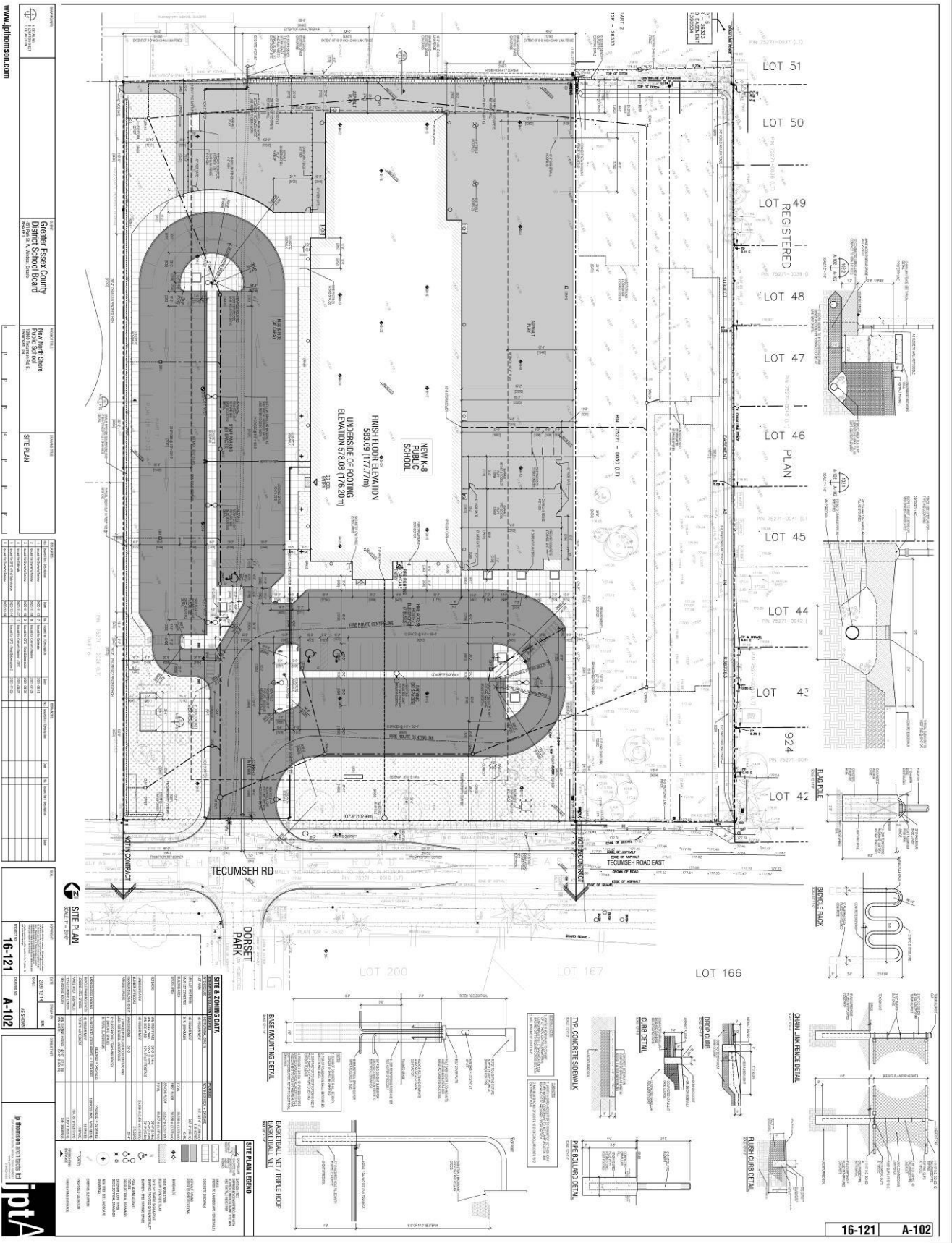
**Secondly Described Lands**

PIN: 75271-0030  
ADDRESS: 13810 TECUMSEH ROAD EAST, TECUMSEH  
  
LEGAL DESCRIPTION: PT LT 1 CON WEST OF RIVER PECHE MAIDSTONE (ST CLAIR BEACH) AS IN R1531666; TECUMSEH

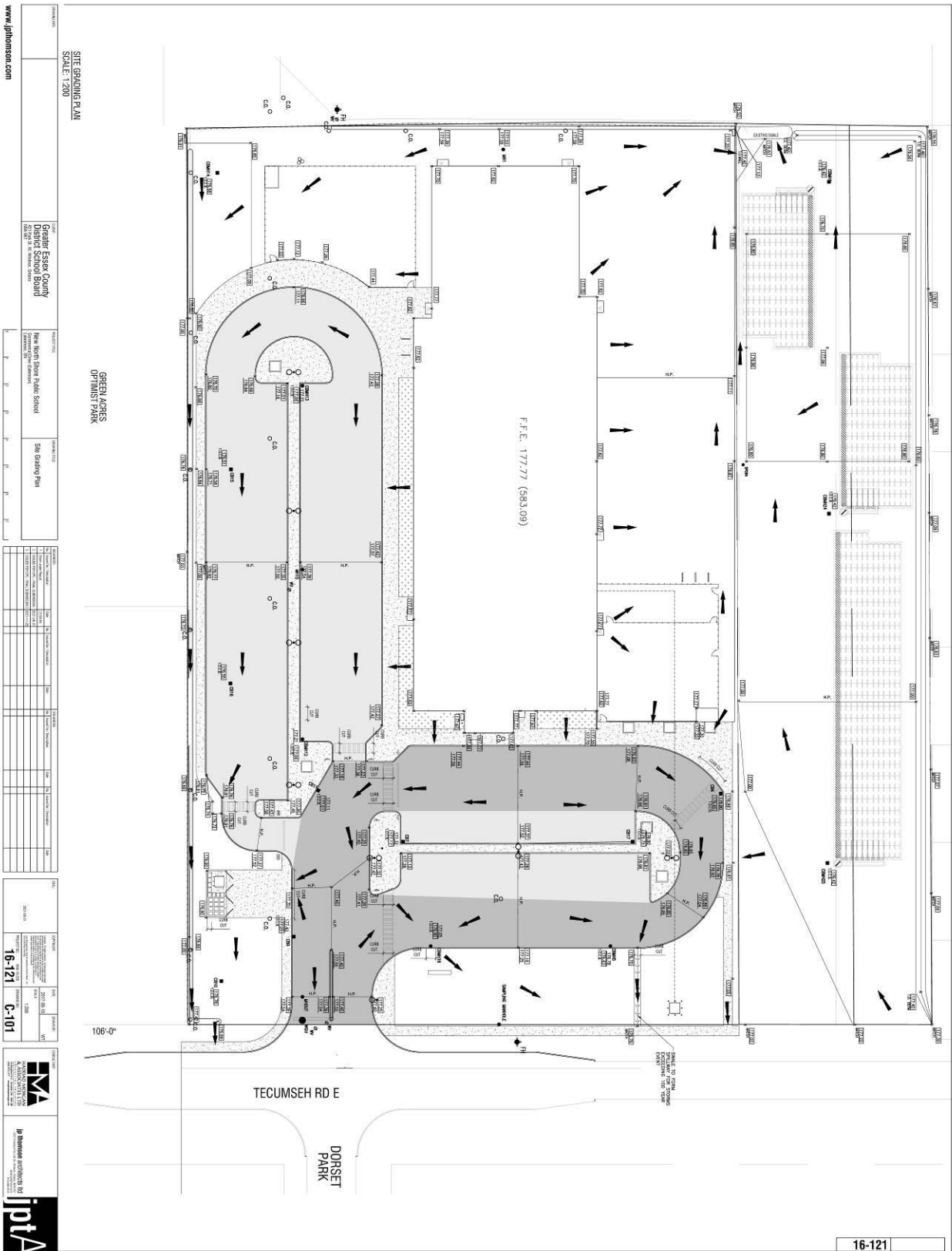
**Thirdly Described Lands**

PIN: 75271-0051  
ADDRESS: 13800 TECUMSEH ROAD EAST, TECUMSEH  
  
LEGAL DESCRIPTION: PART LOT 1 CONCESSION WEST OF RIVER PECHE MAIDSTONE (ST. CLAIR BEACH) PARTS 1, 6 & 7 12R27136; SUBJECT TO AN EASEMENT OVER PART 6 12R27136 IN FAVOUR OF PARTS 2,3,4&5 12R27136 AS IN CE808919; SUBJECT TO AN EASEMENT OVER PART 6 12R27136 IN FAVOUR OF PARTS 2,3,4&5 12R27136 AS IN CE808920; TOWN OF TECUMSEH

SCHEDULE "B"  
SITE PLAN



## SCHEDULE "C" GRADING PLAN



## 20

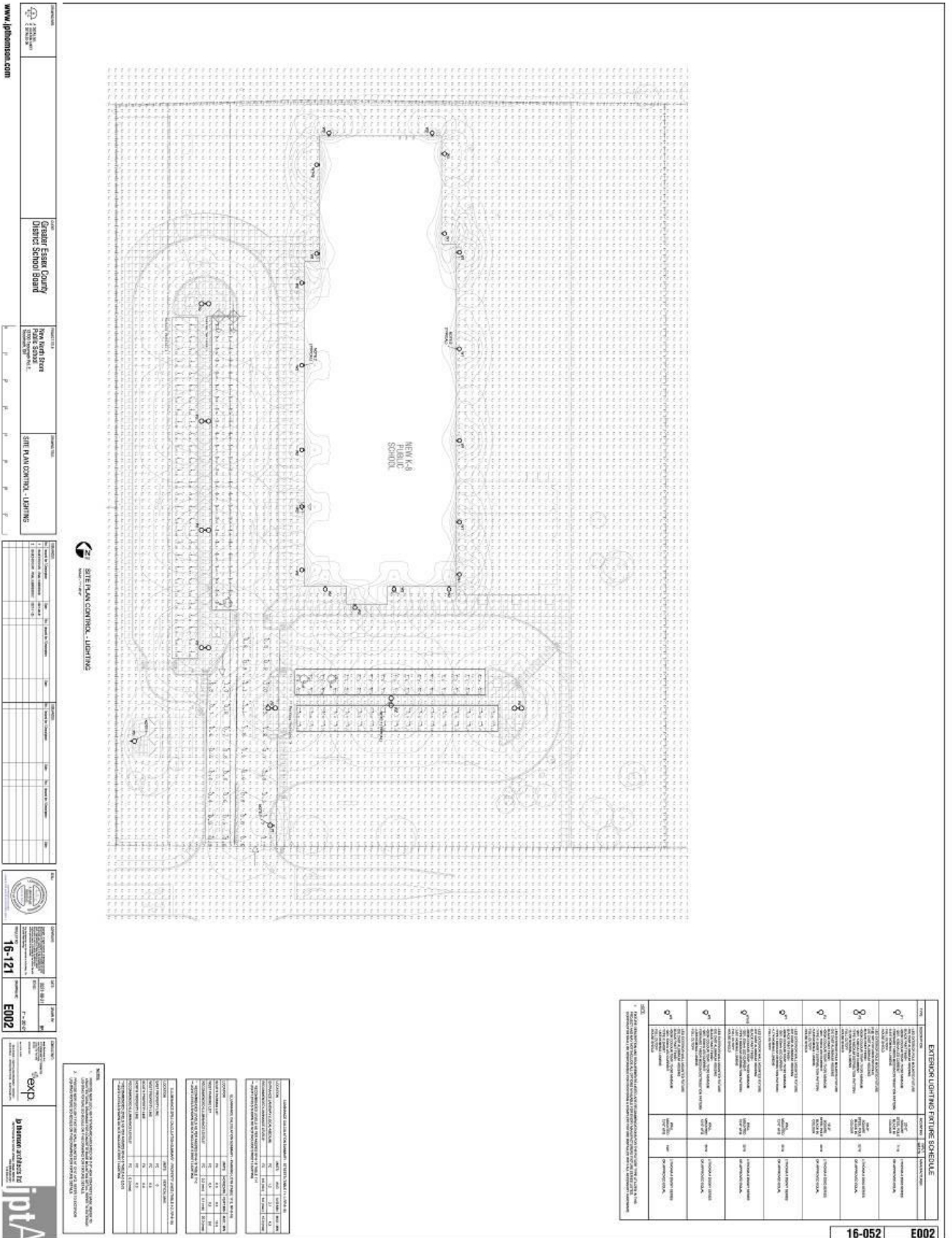


## 21





## 22



**SCHEDULE G**

**AGREEMENT RE INSURANCE**

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ (the “**Agreement**”).

**B E T W E E N:**

**THE CORPORATION OF THE TOWN OF TECUMSEH**  
(hereinafter the “**Municipality**”)

OF THE FIRST PART

-and-

\_\_\_\_\_  
(hereinafter the “**Owner**”)

OF THE SECOND PART

-and-

\_\_\_\_\_  
(hereinafter the “**Contractor**”)

OF THE THIRD PART

**WHEREAS** the Municipality and the Owner entered into a Site Plan Control Agreement dated \_\_\_\_\_, 20\_\_\_\_, relating to the development of the property municipally known as \_\_\_\_\_, Tecumseh, Ontario (the “**Site Plan Agreement**”);

**AND WHEREAS** the Site Plan Agreement stipulates in Section 6.4 that the Owner shall maintain certain minimum insurance requirements;

**AND WHEREAS** the Owner has retained the Contractor to complete the works required under the Site Plan Agreement and the Contractor is willing to provide such minimum insurance requirements as required under the Site Plan Agreement;

**NOW THEREFORE** this agreement witnesses that in consideration of the sum of two dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Contractor hereby covenants and agrees to maintain in full force and effect a policy a policy of Commercial General Liability insurance covering personal and bodily injury liability and property damage with a limit of not less than \$5,000,000.00 and otherwise in form satisfactory to the Municipality's solicitor wherein the Contractor shall be insured as principal and the Municipality insured as an additional named insured against such liability to the limits noted. The Contractor shall provide the Municipality with a Certificate of Liability Insurance prior to the commencement of construction of any of the facilities and works referred to herein and shall within 15 days of request by the Municipality, provide to the Municipality a certified copy of such policy.
2. The parties hereby acknowledge and agree that the Contractor's policy of insurance pursuant to Section 1 herein shall satisfy the Owner's obligations as set forth in Section 6.4 of the Site Plan Agreement on an interim basis until such time as the Owner can obtain its own policy of insurance which the Owner undertakes to obtain within 30 days from the date of this agreement set out above. The Contractor's policy of insurance shall be maintained in full force and effect until such time as the Owner has directly satisfied its obligations under Section 6.4 of the Site Plan Agreement.
3. Time shall be of the essence of this Agreement and of every part thereof.
4. This Agreement shall inure to the benefit of and be binding upon the parties, their executors, administrators, successors and assigns.
5. No waiver by any party of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.
6. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000 S.O. 2000, C.17 as amended from time to time with respect to this Agreement.

7. This Agreement and all other agreements, security and documents to be delivered in connection with this Agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and the laws of Canada applicable therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE CORPORATION OF THE TOWN OF TECUMSEH**

Per: \_\_\_\_\_  
Name: Gary McNamara  
Title: MAYOR

Per: \_\_\_\_\_  
Name: Laura Moy  
Title: CLERK

**XXX Inc. - Owner**

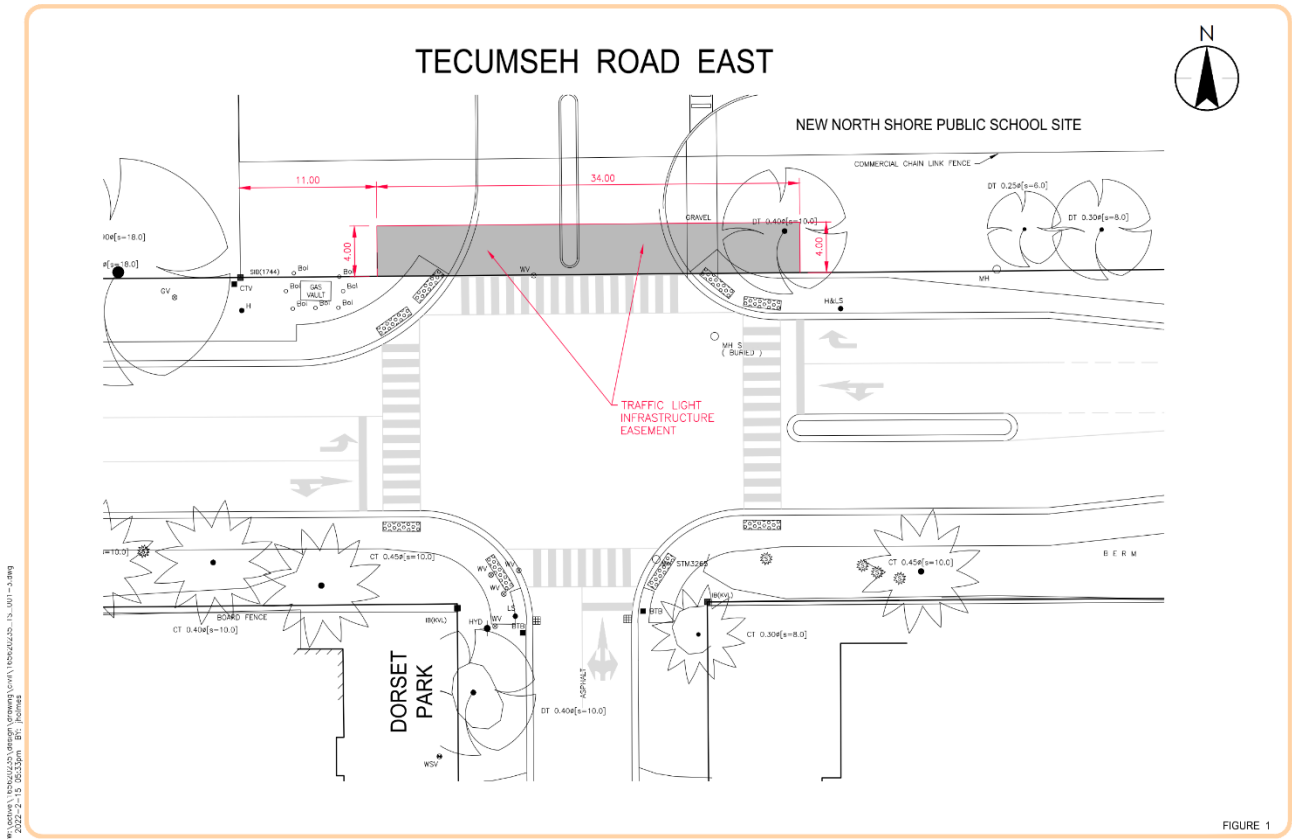
Per: \_\_\_\_\_  
Name:  
Title:

**YYY Inc. - Contractor**

Per: \_\_\_\_\_  
Name:



SCHEDULE "H"  
EASEMENT FOR INTERSECTION





**Town of Tecumseh**  
**Tecumseh Road East - Street and Storm Sewer Improvements**

2022-03-17

Item		Description	Qty		Engineer's OPC		Qty	School		Qty	Town and County	
					Unit Price	Amount		Unit Price	Amount		Unit Price	Amount
<b>PART "A" – REMOVALS AND ROAD RECONSTRUCTION</b>												
1	OPSS 201	Clear and grub trees and brush including trimming within ROW and along drain	1	I.s.	\$ 8,000.00	\$ 8,000.00	0	\$ 8,000.00	\$ -	1	\$ 8,000.00	\$ 8,000.00
2	OPSS 510 SP	Tree removal (Provisional Item)										
		(a)300mm dia or larger	1	ea	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00	0	\$ 1,000.00	\$ -
		(b)Less than 300mm dia	1	ea	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00	0	\$ 500.00	\$ -
3	OPSS 510, SP	Remove and dispose of existing asphalt pavement including sawcutting at limits of removal.	7700	s.m.	\$ 10.00	\$ 77,000.00	0	\$ 10.00	\$ -	7700	\$ 10.00	\$ 77,000.00
4	OPSS 510, SP	Removal of asphalt driveways, walkways, and multi-use trails, including sawcutting at limits of removal.	2440	sm	\$ 10.00	\$ 24,400.00	0	\$ 10.00	\$ -	2440	\$ 10.00	\$ 24,400.00
5	OPSS 510, SP	Remove and dispose of existing concrete sidewalk and driveways, including sawcutting at limits of removal.	17	s.m.	\$ 15.00	\$ 255.00	0	\$ 15.00	\$ -	17	\$ 15.00	\$ 255.00
6	OPSS 510, SP	Remove, salvage existing tie border (concrete, wood) and deliver to homeowner	1	I.s.	\$ 500.00	\$ 500.00	0	\$ 500.00	\$ -	1	\$ 500.00	\$ 500.00
7	OPSS 510, SP	Remove and dispose of existing curb and gutter systems, including sawcutting at limits of removal	130	I.m.	\$ 17.00	\$ 2,210.00	0	\$ 17.00	\$ -	130	\$ 17.00	\$ 2,210.00
8	OPSS 510	Remove and dispose of existing sewers and plug piping to be abandoned as required for construction including backfill with compacted granular materials or construction of clay plug where indicated on the drawings.										
		(a)Up to 150 mm diameter	70	I.m.	\$ 150.00	\$ 10,500.00	0	\$ 150.00	\$ -	70	\$ 150.00	\$ 10,500.00
		(b)200mm to 300 mm diameter	540	I.m.	\$ 280.00	\$ 151,200.00	0	\$ 280.00	\$ -	540	\$ 280.00	\$ 151,200.00
		(c)375mm to 600 mm diameter	110	I.m.	\$ 300.00	\$ 33,000.00	65	\$ 300.00	\$ 19,500.00	45	\$ 300.00	\$ 13,500.00
		(d)675mm diameter or Larger	10	I.m.	\$ 320.00	\$ 3,200.00	0	\$ 320.00	\$ -	10	\$ 320.00	\$ 3,200.00
9	OPSS 510 SP	Cap downstream end of existing sewer pipes to be abandoned and flow fill with grout as required.	1.0	c.m.	\$ 1,000.00	\$ 1,000.00	0	\$ 1,000.00	\$ -	1	\$ 1,000.00	\$ 1,000.00
10	OPSS 510 SP	Remove and dispose of existing catch basins including plugging connections, backfilling with compacted granular material, salvaging and delivering frames and grates to the Town of Tecumseh	11	each	\$ 500.00	\$ 5,500.00	0	\$ 500.00	\$ -	11	\$ 500.00	\$ 5,500.00
11	* OPSS 510 SP	Remove to full depth and dispose of existing storm sewer maintenance holes including plugging connections, backfill with compacted granular material, restoration, salvaging and delivering frames and covers to the Town of Tecumseh	1	each	\$ 1,300.00	\$ 1,300.00	0	\$ 1,300.00	\$ -	1	\$ 1,300.00	\$ 1,300.00
12	OPSS 510, SP	Remove and salvage existing valve box, including delivery to the Town of Tecumseh	1	each	\$ 500.00	\$ 500.00	0	\$ 500.00	\$ -	1	\$ 500.00	\$ 500.00

Item		Description	Qty		Engineer's OPC		Qty	School		Qty	Town and County	
					Unit Price	Amount		Unit Price	Amount		Unit Price	Amount
13	OPSS 802 SP	Strip topsoil from the road right-of-way and stockpile in designated areas. Dispose of excess material offsite.	9050	s.m.	\$ 4.00	\$ 36,200.00	900	\$ 4.00	\$ 3,600.00	8150	\$ 4.00	\$ 32,600.00
14	OPSS 510, 206 SP	Earth excavation and grading to subgrade level for roadways (to 300 mm behind curbs).	16420	s.m.	\$ 20.00	\$ 328,400.00	924	\$ 20.00	\$ 18,480.00	15496	\$ 20.00	\$ 309,920.00
15	OPSS 510 SP	Strip and remove undesirable material and infill ditch with approved fill material to be compacted as specified	245	sm	\$ 25.00	\$ 6,125.00	245	\$ 25.00	\$ 6,125.00		\$ 25.00	\$ -
16	* OPSS 206, 510 SP	Undercutting for removal of unsuitable subgrade including hauling costs, disposal fees, etc.	100	c.m.	\$ 50.00	\$ 5,000.00	0	\$ 50.00	\$ -	100	\$ 50.00	\$ 5,000.00
17	* OPSS 206	Supply, place and compact approved granular backfill material in undercut areas. <b>(Provisional Item)</b>	250	tonnes	\$ 28.00	\$ 7,000.00	0	\$ 28.00	\$ -	250	\$ 28.00	\$ 7,000.00
18	* OPSS SP	Supply, place, grade and remove upon completion, Granular 'A' maintenance stone (300mm thick) in the trench for detouring purposes to finished grade	225	tonne	\$ 40.00	\$ 9,000.00	0	\$ 40.00	\$ -	225	\$ 40.00	\$ 9,000.00
19	* OPSS 1860, SP	Supply and install geotextile material, non-woven, Class II (E.O.S. 140 micrometres) as subgrade stabilizer. <b>(Provisional Item)</b>	50	s.m.	\$ 7.00	\$ 350.00	0	\$ 7.00	\$ -	50	\$ 7.00	\$ 350.00
20	OPSS 206, SP	Rough grading of boulevards	3,100.00	s.m.	\$ 6.00	\$ 18,600.00	78	\$ 6.00	\$ 468.00	3022	\$ 6.00	\$ 18,132.00
21	OPSS 206, SP	Supply, place, grade, and compact Granular Base to thicknesses shown on the drawings										
		(a)150mm thick Granular 'A' road base, 150mm thick Granular 'A' Concrete Sidewalk and Driveway Base, 300mm thick Asphalt path and Driveway base	7000	tonne	\$ 30.00	\$ 210,000.00	319	\$ 30.00	\$ 9,563.40	6681	\$ 30.00	\$ 200,436.60
		(a)300mm thick Granular 'B' road base	8000	tonne	\$ 26.00	\$ 208,000.00	638	\$ 26.00	\$ 16,576.56	7362	\$ 26.00	\$ 191,423.44
22	OPSS 405, SP	Supply and install 150 mm dia. Big 'O' perforated sub-drain with geotextile sock or equal including excavation and connection into catch basin	985	l.m.	\$ 18.00	\$ 17,730.00	50	\$ 18.00	\$ 900.00	935	\$ 18.00	\$ 16,830.00
23	OPSS 405	Supply and place open graded drainage stone for subdrain bedding and cover	459	tonnes	\$ 32.00	\$ 14,680.44	18	\$ 32.00	\$ 588.80	440	\$ 32.00	\$ 14,091.64
24	OPSS 510 SP	Mill existing asphalt (40 mm thick) in accordance with the contract drawings and specifications and as directed by the Engineer	220	s.m.	\$ 14.00	\$ 3,080.00	0	\$ 14.00	\$ -	220	\$ 14.00	\$ 3,080.00
25	OPSS 353, SP	Fine grade, supply materials and construct concrete curbing system										
		(a) OPSS 600.040 profile	910.00	l.m.	\$ 55.00	\$ 50,050.00	85	\$ 55.00	\$ 4,675.00	825	\$ 55.00	\$ 45,375.00
		(b) OPSS 600.060 profile	75	l.m.	\$ 50.00	\$ 3,750.00	0	\$ 50.00	\$ -	75	\$ 50.00	\$ 3,750.00
26	OPSS 310, SP	Supply and place SP12.5 surface asphalt at 40mm thick, including tack coat in accordance with the contract drawings and specifications.	966	tonnes	\$ 140.00	\$ 135,240.00	79	\$ 140.00	\$ 10,990.00	888	\$ 140.00	\$ 124,250.00
27	OPSS 310, SP	Supply and place SP-19 base asphalt at 110mm thick, including tack coat in accordance with the contract drawings and specifications.	2656.5	tonnes	\$ 140.00	\$ 371,910.00	216	\$ 140.00	\$ 30,222.50	2441	\$ 140.00	\$ 341,687.50
28	*OPSS 311, 350 SP	Supply, place and compact 80 mm thick (min. 2 lifts) HL3 asphalt for driveway or multi-use trail, including tack coat where applicable, in accordance with contract drawings and specifications <b>(Provisional Item)</b>										
		a)Asphalt driveways	7.2	tonnes	\$ 165.00	\$ 1,188.00	0	\$ 165.00	\$ -	7	\$ 165.00	\$ 1,188.00

Item		Description	Qty		Engineer's OPC		Qty	School		Qty	Town and County	
					Unit Price	Amount		Unit Price	Amount		Unit Price	Amount
		b) Multi-use trail	522	tonnes	\$ 165.00	\$ 86,130.00	0	\$ 165.00	\$ -	522	\$ 165.00	\$ 86,130.00
29	OPSS 350, 351, SP	Construct concrete sidewalks and driveways including crosswalks, wheelchair ramps with tactile walking surfaces, in accordance with the contract drawings and specifications.	615.00	s.m.	\$ 90.00	\$ 55,350.00	463	\$ 90.00	\$ 41,670.00	152	\$ 90.00	\$ 13,680.00
30	* SP	Additional cost to supply and place Crystal-Lok concrete sealer as per manufacturer's recommendations. (Provisional Item)										
		(a) Concrete sidewalk and driveways	615.00	s.m.	\$ 3.00	\$ 1,845.00	463	\$ 3.00	\$ 1,389.00	152	\$ 3.00	\$ 456.00
		(b) Concrete curb and gutter	985.00	l.m.	\$ 3.00	\$ 2,955.00	85	\$ 3.00	\$ 255.00	900	\$ 3.00	\$ 2,700.00
31	* SP	Adjust existing valve boxes to suit new grades (to base asphalt) (Provisional Item)	3	each	\$ 250.00	\$ 750.00	0	\$ 250.00	\$ -	3	\$ 250.00	\$ 750.00
32	* OPSS 408	Adjust existing maintenance hole frame and cover as required. (Provisional Item)	7	each	\$ 500.00	\$ 3,500.00	0	\$ 500.00	\$ -	7	\$ 500.00	\$ 3,500.00
33	* OPSS 407	Remove existing frame and cover and supply and install new frame and covers to suit new grades (to base asphalt or boulevard finished grades) on existing maintenance holes within asphalt pavement or boulevard.	1	each	\$ 1,500.00	\$ 1,500.00	0	\$ 1,500.00	\$ -	1	\$ 1,500.00	\$ 1,500.00
34	* OPSS 407	Supply and install Cretex inflow dishes to Town Standards in both New and Existing sanitary maintenance holes as directed by the Engineer. (Provisional Item)	7	each	\$ 175.00	\$ 1,225.00	0	\$ 175.00	\$ -	7	\$ 175.00	\$ 1,225.00
35	OPSS 510, 703	Remove and salvage existing traffic signs as indicated on the Drawings and as directed by the Engineer. Reinstall these signs at the end of the project to their original locations.	1	l.s.	\$ 1,000.00	\$ 1,000.00	0	\$ 1,000.00	\$ -	1	\$ 1,000.00	\$ 1,000.00
36	* OPSS 703	Supply and install new traffic signs as indicated on the Drawings and as directed by the Engineer.	3	each	\$ 550.00	\$ 1,650.00	0	\$ 550.00	\$ -	3	\$ 550.00	\$ 1,650.00
37	* OPSS 510, SP	Remove and reconstruct brick wall structures to match existing condition, located at South side of road at Regent Road and Dorset Park intersections as recommended by the Engineer, including reinstatement to suit final grade. (Provisional Item)	4	each	\$ 10,000.00	\$ 40,000.00	2	\$ 10,000.00	\$ 20,000.00	2	\$ 10,000.00	\$ 20,000.00
38	* OPSS 710, SP	Supply, labour, materials and equipment to construct temporary pavement markings to County of Essex and Town of Tecumseh requirements including coordination with paving operations on the base asphalt.										
		(a) 100 mm wide	1,230.00	l.m.	\$ 6.00	\$ 7,380.00	410.00	\$ 6.00	\$ 2,460.00	820	\$ 6.00	\$ 4,920.00
		(b) 600 mm wide	280	l.m.	\$ 12.00	\$ 3,360.00	24	\$ 12.00	\$ 288.00	256	\$ 12.00	\$ 3,072.00
		(c) Symbols	5	each	\$ 150.00	\$ 750.00	4	\$ 150.00	\$ 600.00	1	\$ 150.00	\$ 150.00
39	* OPSS 710, SP	Supply, labour, materials and equipment to construct permanent pavement markings to County of Essex and Town of Tecumseh requirements including coordination with paving operations on the surface asphalt. (Provisional Item)										
		(a) 100 mm wide	1,270.00	l.m.	\$ 8.00	\$ 10,160.00	410.00	\$ 8.00	\$ 3,280.00	860	\$ 8.00	\$ 6,880.00
		(b) 600 mm wide	280	l.m.	\$ 25.00	\$ 7,000.00	24	\$ 25.00	\$ 600.00	256	\$ 25.00	\$ 6,400.00
		(c) Symbols	5	each	\$ 200.00	\$ 1,000.00	4	\$ 200.00	\$ 800.00	1	\$ 200.00	\$ 200.00

Item		Description	Qty		Engineer's OPC		Qty	School		Qty	Town and County	
					Unit Price	Amount		Unit Price	Amount		Unit Price	Amount
40	* OPSS 802, 803, 804, SP	Supply, place and grade topsoil, grass seeding and sodding. (Provisional Item)										
		(a) Supply and place hydro mulch grass seed on min. 100 mm thick approved topsoil.	3,100.00	s.m.	\$ 8.00	\$ 24,800.00	0	\$ 8.00	\$ -	3100	\$ 8.00	\$ 24,800.00
		(b) Supply and place hydro mulch grass seed with erosion control blanket on min. 100 mm thick approved topsoil.	800.00	s.m.	\$ 13.00	\$ 10,400.00	0	\$ 13.00	\$ -	800	\$ 13.00	\$ 10,400.00
		(c) Supply and place sod on min. 100 mm thick approved topsoil.	500	s.m.	\$ 22.00	\$ 11,000.00	210	\$ 22.00	\$ 4,620.00	290	\$ 22.00	\$ 6,380.00
Total for Part "A" – REMOVALS AND ROAD RECONSTRUCTION					\$ 2,018,123.44			\$ 199,151.26			\$ 1,818,972.18	
PART "B" – STORM SEWER WORK												
1	OPSS 407, 410, SP	Supply and install PVC DR35 catch basin leads including granular bedding, cover, pipe, fittings, compacted granular backfill and connections										
		(a) 200 mm diameter lead	130	l.m.	\$ 250.00	\$ 32,500.00	20	\$ 250.00	\$ 5,000.00	110	\$ 250.00	\$ 27,500.00
		(b) 250 mm diameter lead	20	l.m.	\$ 275.00	\$ 5,500.00	0	\$ 275.00	\$ -	20	\$ 275.00	\$ 5,500.00
2	OPSS 410, SP	Supply all material, labour, and equipment to connect existing storm sewer to new storm sewer, including all removals, bedding, cover, backfill, restraints and restoration complete as specified and in accordance with the drawings										
		(a) Connect existing 300mm dia	11	l.m.	\$ 900.00	\$ 9,900.00	0	\$ 900.00	\$ -	11	\$ 900.00	\$ 9,900.00
		(b) Connect existing 375mm dia.	6.2	l.m.	\$ 1,000.00	\$ 6,200.00	0	\$ 1,000.00	\$ -	6	\$ 1,000.00	\$ 6,200.00
3	OPSS 410, SP	Supply and install 375 mm dia. Reinforced concrete pipe CSA-A257.2-CL-65-D, including excavation, support/realign of any utilities/pipelines, compacted granular bedding, cover, and backfill and connections to structures all in accordance with the contract drawings and specifications										
		(a) MH 7 to MH 10	12	l.m.	\$ 750.00	\$ 9,000.00	12	\$ 750.00	\$ 9,000.00	0	\$ 750.00	\$ -
		(b) MH 10 to MH 11	2	l.m.	\$ 750.00	\$ 1,500.00	2	\$ 750.00	\$ 1,500.00	0	\$ 750.00	\$ -
		(c) MH 11 to North Plug	2	l.m.	\$ 750.00	\$ 1,500.00	2	\$ 750.00	\$ 1,500.00	0	\$ 750.00	\$ -
4	OPSS 410, SP	Supply and install 675mm dia. Reinforced concrete pipe CSA-A257.2-CL-65-D, including excavation, support/realign of any utilities/pipelines, compacted granular bedding, cover, and backfill and connections to structures all in accordance with the contract drawings and specifications										
		(a) MH 11 to Stub	16	l.m.	\$ 875.00	\$ 14,000.00	16	\$ 875.00	\$ 14,000.00	0	\$ 875.00	\$ -
5	OPSS 410, SP	Supply and install 750mm dia. Reinforced concrete pipe CSA-A257.2-CL-65-D, including excavation, support/realign of any utilities/pipelines, compacted granular bedding, cover, and backfill and connections to structures all in accordance with the contract drawings and specifications										
		(a) 750mm dia. plug to MH 9	3	l.m.	\$ 1,050.00	\$ 3,150.00	3	\$ 175.00	\$ 525.00	3	\$ 875.00	\$ 2,625.00
		(b) MH 9 to MH 8	102.6	l.m.	\$ 1,050.00	\$ 107,730.00	103	\$ 175.00	\$ 17,955.00	103	\$ 875.00	\$ 89,775.00
		(c) MH 8 to MH 7	102.6	l.m.	\$ 1,050.00	\$ 107,730.00	103	\$ 175.00	\$ 17,955.00	103	\$ 875.00	\$ 89,775.00

Item		Description	Qty		Engineer's OPC Unit Price	Amount	Qty	School Unit Price	Amount	Qty	Town and County Unit Price	Amount
6	OPSS 410, SP	Supply and install 825mm dia. Reinforced concrete pipe CSA-A257.2-CL-65-D, including excavation, support/realign of any utilities/pipelines, compacted granular bedding, cover, and backfill and connections to structures all in accordance with the contract drawings and specifications										
		(a) MH 7 to MH 6	103.8	l.m.	\$ 1,300.00	\$ 134,940.00	104	\$ 225.00	\$ 23,355.00	104	\$ 1,075.00	\$ 111,585.00
7	OPSS 410, SP	Supply and install 900mm dia. Reinforced concrete pipe CSA-A257.2-CL-65-D, including excavation, support/realign of any utilities/pipelines, compacted granular bedding, cover, and backfill and connections to structures all in accordance with the contract drawings and specifications										
		(a) MH 6 to MH 5	97	l.m.	\$ 1,500.00	\$ 145,500.00	97	\$ 250.00	\$ 24,250.00	97	\$ 1,250.00	\$ 121,250.00
		(b) MH 5 to MH 4	135	l.m.	\$ 1,500.00	\$ 202,500.00	135	\$ 250.00	\$ 33,750.00	135	\$ 1,250.00	\$ 168,750.00
		(c) MH 4 to MH 3	128.4	l.m.	\$ 1,500.00	\$ 192,600.00	128	\$ 250.00	\$ 32,100.00	128	\$ 1,250.00	\$ 160,500.00
8	OPSS 410, SP	Supply and install 1050mm dia. Reinforced concrete pipe CSA-A257.2-CL-65-D, including excavation, support/realign of any utilities/pipelines, compacted granular bedding, cover, and backfill and connections to structures all in accordance with the contract drawings and specifications										
		(a)MH 3 to MH 2	95.6	l.m.	\$ 1,700.00	\$ 162,520.00	96	\$ 250.00	\$ 23,900.00	96	\$ 1,450.00	\$ 138,620.00
		(a)MH 2 to MH 1	95.6	l.m.	\$ 1,700.00	\$ 162,520.00	96	\$ 250.00	\$ 23,900.00	96	\$ 1,450.00	\$ 138,620.00
		(c) MH 1 to Ex MH (STM4300)	147.3	l.m.	\$ 1,700.00	\$ 250,410.00	147	\$ 250.00	\$ 36,825.00	147	\$ 1,450.00	\$ 213,585.00
9	* SP	Supply and install 1200 mm dia. SDD3 Stormcon OGS unit including excavation, connections, parging, adjustment units, frame and cover, compacted granular backfill, bedding, and backfill to surface all in accordance with contract drawings and with the manufacturer's specification. <b>(Provisional Item)</b>	1	l.s.	\$ 10,000.00	\$ 10,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 8,000.00	\$ 8,000.00
10	OPSS 410, SP	Supply and install 1500 mm dia. precast concrete storm maintenance holes including excavation, steps, Kor-N-Seal flexible connectors, adjustment units, water proofing, frames and covers, compacted granular bedding and backfill all in accordance with the contract drawings and specifications										
		(a) MH 9	1	each	\$ 10,000.00	\$ 10,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 8,000.00	\$ 8,000.00
		(b) MH 8	1	each	\$ 10,000.00	\$ 10,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 8,000.00	\$ 8,000.00
		(c) MH 7	1	each	\$ 10,000.00	\$ 10,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 8,000.00	\$ 8,000.00
11	OPSS 410, SP	Supply and install 1800 mm dia. precast concrete storm maintenance holes including excavation, steps, Kor-N-Seal flexible connectors, adjustment units, water proofing, frames and covers, compacted granular bedding and backfill all in accordance with the contract drawings and specifications										
		(a) MH 11	1	each	\$ 12,000.00	\$ 12,000.00	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	\$ 6,000.00
		(b) MH 6	1	each	\$ 12,000.00	\$ 12,000.00	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	\$ 6,000.00
		(c) MH 5	1	each	\$ 12,000.00	\$ 12,000.00	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	\$ 6,000.00
		(d) MH 4	1	each	\$ 12,000.00	\$ 12,000.00	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	\$ 6,000.00

Item		Description	Qty		Engineer's OPC	Amount	Qty	School	Amount	Qty	Town and County	Amount
					Unit Price			Unit Price			Unit Price	
		(e) MH 3	1	each	\$ 12,000.00	\$ 12,000.00	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	\$ 6,000.00
		(f) MH 2	1	each	\$ 12,000.00	\$ 12,000.00	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	\$ 6,000.00
		(g) MH 1	1	each	\$ 12,000.00	\$ 12,000.00	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	\$ 6,000.00
12	OPSS 407, SP	Supply and install single precast concrete catch basin (600 mm x 600 mm) complete including frame and cover, excavation, bedding, backfill, adjustment units, and parging as specified										
		(a) Catch basin within the roadway	15	each	\$ 2,400.00	\$ 36,000.00	2	\$ 2,400.00	\$ 4,800.00	13	\$ 2,400.00	\$ 31,200.00
		(b) Catch basin within the roadside drain	8	each	\$ 2,400.00	\$ 19,200.00	0	\$ 2,400.00	\$ -	8	\$ 2,400.00	\$ 19,200.00
13	OPSS 407, 410 SP	Supply and install 300mm diameter HDPE sump pit catch basin including 150mm dia. piping and connection to storm sewer	6	each	\$ 1,400.00	\$ 8,400.00	2	\$ 1,400.00	\$ 2,800.00	4	\$ 1,400.00	\$ 5,600.00
14	* OPSS 408, 411 SP	Maintenance of existing catch basins, including removal of debris and adjustment to suit final grade. Work at existing catch basins (Provisional Item)	13	each	\$ 350.00	\$ 4,550.00	1	\$ 350.00	\$ 350.00	12	\$ 350.00	\$ 4,200.00
15	* OPSS 408, SP	Replace existing frame and grate with new frame and grate to OPSD 400.020 (Provisional Item). thick Rip Rap on non-woven geotextile. (Provisional Item)	4	each	\$ 1,000.00	\$ 4,000.00	0	\$ 1,000.00	\$ -	4	\$ 1,000.00	\$ 4,000.00
16	* OPSS 410, 510, SP	Excavate for and remove existing storm service connections up to the property line and replace complete including cleanouts, metal caps, plugs, marker stakes, compacted granular bedding, cover, and backfill and connection to mainline sewer, all in accordance with the contract drawings and specifications (Provisional Item)										
		(a) 150 mm dia. PVC DR28 connections	80	lm	\$ 250.00	\$ 20,000.00	0	\$ 250.00	\$ -	80	\$ 250.00	\$ 20,000.00
		(b) 200 mm dia. PVC DR35 connections	10	lm	\$ 260.00	\$ 2,600.00	0	\$ 260.00	\$ -	10	\$ 260.00	\$ 2,600.00
		(c) 250 mm dia. PVC DR35 connections	10	lm	\$ 280.00	\$ 2,800.00	0	\$ 280.00	\$ -	10	\$ 280.00	\$ 2,800.00
17	OPSS 410, SP	Supply all material, equipment, and labour to install/repair existing storm pipe with PVC pipe conforming to CSA B182.2 including excavation, sawcutting, removals, fittings, couplings, adaptors, connections to existing pipe, bedding, cover, backfill and full restoration as specified (Provisional Item)										
		(a) 150 mm dia. DR 28	80	lm	\$ 300.00	\$ 24,000.00	0	\$ 300.00	\$ -	80	\$ 300.00	\$ 24,000.00
		(a) 200 mm dia. DR 35	10	lm	\$ 325.00	\$ 3,250.00	0	\$ 325.00	\$ -	10	\$ 325.00	\$ 3,250.00
		(a) 250 mm dia. DR 35	10	lm	\$ 350.00	\$ 3,500.00	0	\$ 350.00	\$ -	10	\$ 350.00	\$ 3,500.00
18	OPSS 409, 410, 411 SP	Flush and video inspect all existing storm sewers to remain within the project limits (including at side streets to limit of new pavement) and prepare deficiency report prior to commencing underground work.	1	ls	\$ 15,000.00	\$ 15,000.00	0.5	\$ 15,000.00	\$ 7,500.00	0.5	\$ 15,000.00	\$ 7,500.00
19	* OPSS 409, 410, 411 SP	Flush, test and video inspect the entire storm sewer system including service connections and catch basin leads upon completion of the works and at the end of the maintenance period, complete as specified (Provisional Item)	1	ls	\$ 20,000.00	\$ 20,000.00	0.5	\$ 5,000.00	\$ 2,500.00	0.5	\$ 35,000.00	\$ 17,500.00
Total for Part "B" – STORM SEWER WORK						\$ 1,837,000.00			\$ 333,465.00			\$ 1,503,535.00
PART "C" – SANITARY SEWERS												

Item		Description	Qty		Engineer's OPC		Qty	School		Qty	Town and County	
					Unit Price	Amount		Unit Price	Amount		Unit Price	Amount
1	* OPSS 410, SP	Miscellaneous trenchless repairs in mainline as determined from CCTV investigation (Provisional Item)	1	I.s.	\$ 5,000.00	\$ 5,000.00	0	\$ 5,000.00	\$ -	1	\$ 5,000.00	\$ 5,000.00
2	* OPSS 410, SP	Excavate down and remove existing sanitary service connections to the mainline, and cap to abandon the existing sanitary service. replace complete including compacted granular bedding, cover, and backfill all in accordance with the contract drawings and specifications (Provisional Item)	2	each	\$ 1,200.00	\$ 2,400.00	2	\$ 1,200.00	\$ 2,400.00	0	\$ 1,200.00	\$ -
3	* OPSS 410, 510 SP	Excavate for, supply, and install sanitary service connections up to the property line or as shown on the drawings. Price for complete work including cleanouts, metal caps, plugs, caps, marker stakes, compacted granular bedding, cover, and backfill and connection to mainline sewer, all in accordance with the contract drawings and specifications (Provisional Item)										
		a) 125 mm dia	40	I.m.	\$ 350.00	\$ 14,000.00	0	\$ 350.00	\$ -	40	\$ 350.00	\$ 14,000.00
		b) 150 mm dia	20	I.m.	\$ 375.00	\$ 7,500.00	20	\$ 375.00	\$ 7,500.00	0	\$ 375.00	\$ -
4	OPSS 407, SP	Supply and install 1200 mm dia. precast concrete sanitary maintenance holes including excavation, steps, Kor-N-Seal flexible connectors, adjustment units, water proofing, frames and covers, compacted granular bedding and backfill all in accordance with the contract drawings and specifications										
		(a) MH S-1	1	ea	\$ 5,500.00	\$ 5,500.00	1	\$ 5,500.00	\$ 5,500.00	0	\$ 5,500.00	\$ -
		(b) MH S-2	1	ea	\$ 5,500.00	\$ 5,500.00	1	\$ 5,500.00	\$ 5,500.00	0	\$ 5,500.00	\$ -
5	OPSS 409, 410, 411 SP	Flush and video inspect all existing sanitary sewers and sanitary services within the project limits (including at side streets to limit of new pavement where applicable) and prepare deficiency report prior to commencing underground work. (Provisional Item)	1	ls	\$ 10,000.00	\$ 10,000.00	0.5	\$ 10,000.00	\$ 5,000.00	0.5	\$ 10,000.00	\$ 5,000.00
6	* OPSS 409, 410, 411 SP	Flush, test and video inspect the entire sanitary sewer system including service connections upon completion of the works and at the end of the maintenance period, complete as specified (Provisional Item)	1	I.s.	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ 10,000.00	0	\$ 10,000.00	\$ -
Total for Part "C" – SANITARY SEWERS						\$ 59,900.00			\$ 35,900.00			\$ 24,000.00
PART "D" – ELECTRICAL & TRAFFIC SIGNALIZATION												
1	* OPSS 617 SP	Supply and install streetlight c/w internal wiring, fusing, grounding, handhole, bracket arm and LED lamp/fixture with photocell as specified and shown on drawings (Provisional Item)										
		(a) Along Tecumseh rd. including stand-alone streetlight standard.	1	ea	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00	0	\$ 5,000.00	\$ -
		(b) Along Tecumseh rd. on combination traffic / streetlight poles. Supply and installation of poles to be paid under a separate tender item.	2	ea	\$ 2,500.00	\$ 5,000.00	2	\$ 2,500.00	\$ 5,000.00	0	\$ 2,500.00	\$ -
		(c) Along Tecumseh rd. on existing hydro poles	13	ea	\$ 3,500.00	\$ 45,500.00	13	\$ 3,500.00	\$ 45,500.00	0	\$ 3,500.00	\$ -
2	* OPSS 604, 609 SP	Supply and install wiring for street lighting as specified and indicated on the drawings. (Provisional Item)										



Item		Description	Qty		Engineer's OPC Unit Price	Amount	Qty	School Unit Price	Amount	Qty	Town and County Unit Price	Amount
		(a) #4 LV along Tecumseh rd.	200	lm	\$ 15.00	\$ 3,000.00	100	\$ 15.00	\$ 1,500.00	100	\$ 15.00	\$ 1,500.00
		(b) #6 Ground along Tecumseh rd.	200	lm	\$ 15.00	\$ 3,000.00	100	\$ 15.00	\$ 1,500.00	100	\$ 15.00	\$ 1,500.00
3	OPSS 615 SP	Supply & install concrete pole footings in earth (Provisional Item)										
	*	(a) 300mm dia. footing for stand-alone pedestrian push button poles	2	lm	\$ 1,200.00	\$ 2,400.00	2	\$ 1,200.00	\$ 2,400.00	0	\$ 1,200.00	\$ -
		(a) 760mm dia. footing for traffic poles	10	lm	\$ 1,900.00	\$ 19,000.00	10	\$ 1,900.00	\$ 19,000.00	0	\$ 1,900.00	\$ -
4	OPSS 615 SP	Supply and install aluminum pole, base mounted including all associated hardware										
		(a) 1.5 m pole	2	ea	\$ 2,000.00	\$ 4,000.00	2	\$ 2,000.00	\$ 4,000.00	0	\$ 2,000.00	\$ -
5	OPSS 615 SP	Supply and install sectional steel pole, base mounted including all associated hardware										
		(a) 4.0m sectional pole	2	ea	\$ 5,000.00	\$ 10,000.00	2	\$ 5,000.00	\$ 10,000.00	0	\$ 5,000.00	\$ -
		(b) 7.0m sectional pole	7	ea	\$ 6,500.00	\$ 45,500.00	7	\$ 6,500.00	\$ 45,500.00	0	\$ 6,500.00	\$ -
		(c) 10.5m sectional pole	1	ea	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	\$ 8,000.00	0	\$ 8,000.00	\$ -
6	OPSS 615 SP	Supply and install single member arms and Astrobrac signal hangers:										
		(a) 1.8m arm	1	ea	\$ 800.00	\$ 800.00	1	\$ 800.00	\$ 800.00	0	\$ 800.00	\$ -
		(b) 3.0m arm	1	ea	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00	0	\$ 1,000.00	\$ -
		(c) 3.6m	2	ea	\$ 1,300.00	\$ 2,600.00	2	\$ 1,300.00	\$ 2,600.00	0	\$ 1,300.00	\$ -
		(d) 4.6m arm	2	ea	\$ 1,700.00	\$ 3,400.00	2	\$ 1,700.00	\$ 3,400.00	0	\$ 1,700.00	\$ -
		(e) 6.1m	1	ea	\$ 2,400.00	\$ 2,400.00	1	\$ 2,400.00	\$ 2,400.00	0	\$ 2,400.00	\$ -
7	* OPSS 615, 2414	Supply and install 120/240 V power supply loadcentres as specified and shown on the detail drawings, for the following configurations (Provisional Item)										
		(a) Load Centre with 10 circuits, mounted on hydro pole	1	ea	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00	0	\$ 5,000.00	\$ -
8	OPSS 602, 2401 SP	Supply and install electrical handholes with lids (600 mm x 600 mm)	8	ea	\$ 1,500.00	\$ 12,000.00	8	\$ 1,500.00	\$ 12,000.00	0	\$ 1,500.00	\$ -
9	* OPSS 620	Supply and install traffic signal heads complete with reflective tape (Provisional Item)										
		a) Highway head (30, 30, 30) with backboard (LED)	1	ea	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00	0	\$ 500.00	\$ -
		b) Highway head (30, 30, 30) with backboard (LED)	8	ea	\$ 550.00	\$ 4,400.00	8	\$ 550.00	\$ 4,400.00	0	\$ 550.00	\$ -
		c) Pedestrian Head with Countdown Head (LED)	8	ea	\$ 550.00	\$ 4,400.00	8	\$ 550.00	\$ 4,400.00	0	\$ 550.00	\$ -
10	* OPSS 620	Supply and install rigid ducts (thick wall rigid PVC only) in road and boulevard at intersections by open cut method (Provisional Item)										
		a) 1 x 75 and 2 x 50 mm	110	lm	\$ 175.00	\$ 19,250.00	110	\$ 175.00	\$ 19,250.00	0	\$ 175.00	\$ -
		b) 2 x 75 and 2 x 50 mm	20	lm	\$ 175.00	\$ 3,500.00	20	\$ 175.00	\$ 3,500.00	0	\$ 175.00	\$ -
		c) 3 x 75 and 2 x 50 mm	8	lm	\$ 175.00	\$ 1,400.00	8	\$ 175.00	\$ 1,400.00	0	\$ 175.00	\$ -
		d) 1 x 25mm	20	lm	\$ 100.00	\$ 2,000.00	20	\$ 100.00	\$ 2,000.00	0	\$ 100.00	\$ -

Item		Description	Qty		Engineer's OPC	Amount	Qty	School	Amount	Qty	Town and County	Amount
					Unit Price			Unit Price			Unit Price	
11	* OPSS 604 SP	Supply and install cable in rigid ducts for traffic infrastructure (Provisional Item)										
		(a) 1/C #4	50	lm	\$ 10.00	\$ 500.00	50	\$ 10.00	\$ 500.00	0	\$ 10.00	\$ -
		(b) 1/C #6	50	lm	\$ 10.00	\$ 500.00	50	\$ 10.00	\$ 500.00	0	\$ 10.00	\$ -
		(c) 2/C #14	500	lm	\$ 8.00	\$ 4,000.00	500	\$ 8.00	\$ 4,000.00	0	\$ 8.00	\$ -
		(d) 12/C #14	400	lm	\$ 10.00	\$ 4,000.00	400	\$ 10.00	\$ 4,000.00	0	\$ 10.00	\$ -
		(e) 19/C #14	500	lm	\$ 10.00	\$ 5,000.00	500	\$ 10.00	\$ 5,000.00	0	\$ 10.00	\$ -
		(f) 6 Pair #22	50	lm	\$ 10.00	\$ 500.00	50	\$ 10.00	\$ 500.00	0	\$ 10.00	\$ -
12	* OPSS 609 SP	Grounding System (Provisional Item)										
		(a) Grounding Rods/Plates	8	ea	\$ 350.00	\$ 2,800.00	8	\$ 350.00	\$ 2,800.00	0	\$ 350.00	\$ -
		(b) Grounding Wire #6 RWU90	150	lm	\$ 6.00	\$ 900.00	150	\$ 6.00	\$ 900.00	0	\$ 6.00	\$ -
13	OPSS 620	Supply and install 2 wire Polara Navigator LED push buttons & central control unit and all associated hardware	8	ea.	\$ 900.00	\$ 7,200.00	8	\$ 900.00	\$ 7,200.00	0	\$ 900.00	\$ -
14	OPSS 614	Supply and install a supply control cabinet assembly and associated hardware	1	ea	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	\$ 40,000.00	0	\$ 40,000.00	\$ -
15	OPSS 620	Supply and install Gridsmart detection system complete including arm, hangers, wiring and programing	1	ea	\$ 26,000.00	\$ 26,000.00	1	\$ 26,000.00	\$ 26,000.00	0	\$ 26,000.00	\$ -
16	OPSS 620	Supply and install traffic signal controller equipment	1	ea	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	\$ 15,000.00	0	\$ 15,000.00	\$ -
17	OPSS 620	Testing and modifications of traffic signal controllers and signals	1	ls	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ 10,000.00	0	\$ 10,000.00	\$ -
18	*OPSS 603 SP	Excavate for, supply and install joint use trench including ducts, spacers, bedding, caution tape, and backfill as specified. (Provisional Item)										
		(a) (2 x 90mm) Bell, (2 x 100mm) Cogeco, (4 x 100mm Spare)	60	lm	\$ 500.00	\$ 30,000.00	60.000	\$ 500.00	\$ 30,000.00	0.000	\$ 500.00	\$ -
19	OPSS 614	Power supply connection (Cash Allowance)	1	ls	\$ 20,000.00	\$ 20,000.00	0.333	\$ 20,000.00	\$ 6,666.67	0.667	\$ 20,000.00	\$ 13,333.33
20	* SP	Cash Allowance – Essex Powerlines Services (Provisional Item)	1	I.s.	\$ 6,000.00	\$ 6,000.00	0.2	\$ 6,000.00	\$ 1,200.00	0.8	\$ 6,000.00	\$ 4,800.00
21	* SP	Cash Allowance – Bell Services (Provisional Item)	1	I.s.	\$ 10,000.00	\$ 10,000.00	0	\$ 10,000.00	\$ -	1	\$ 10,000.00	\$ 10,000.00
22	* SP	Cash Allowance – Cogeco Services (Provisional Item)	1	I.s.	\$ 5,000.00	\$ 5,000.00	0	\$ 5,000.00	\$ -	1	\$ 5,000.00	\$ 5,000.00
Total for Part "E" – ELECTRICAL & TRAFFIC SIGNALIZATION						\$ 400,450.00			\$ 364,316.67			\$ 36,133.33
PART "F" – MISCELLANEOUS												
1	* OPSS 801	Supply, install and maintain tree protection fencing as indicated on the drawings and as directed by the Engineer, including removal when approved by the Engineer. (Provisional Item)	100	I.m.	\$ 15.00	\$ 1,500.00	0	\$ 15.00	\$ -	100	\$ 15.00	\$ 1,500.00
2	* OPSS 182,	Supply, install and maintain silt fence to OPSD 219.110 as directed by the Engineer, including removal upon completion of the works (Provisional Item)	1	I.s.	\$ 500.00	\$ 500.00	0	\$ 500.00	\$ -	1	\$ 500.00	\$ 500.00

Item		Description	Qty		Engineer's OPC	Amount	Qty	School	Amount	Qty	Town and County	Amount
					Unit Price			Unit Price			Unit Price	
3	* SP	Supply, labour, materials and equipment to install 1.8m high portable fence, including relocation as construction progresses. <b>(Provisional Item)</b>	800	l.m.	\$ 8.00	\$ 6,400.00	150	\$ 8.00	\$ 1,200.00	650	\$ 8.00	\$ 5,200.00
4	* OPSS 441, 442, 450	Supply and install new 150 mm dia. water service connection for the New School from the 150 mm dia. main to the property line as indicated on the drawings. Exact location of existing water service connection to be determined in the field. Complete, including, removal/replacement of fencing and landscaping as required. Price to include removals, piping, new valve, valve box, couplings, restraints, tracer wire, connection to existing service with any required fittings or adapters, excavation, bedding, cover, flushing, testing, backfill and restoration as specified. <b>(Provisional Item)</b>	1	l.s.	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ 10,000.00	0	\$ 10,000.00	\$ -
5	* OPSS 441, 442, SP	Supply and install new fire hydrant including tee, 150 mm valve, valve box, pipe, coupler, bolted couplings, deflection under existing storm sewer as required, connection to the existing main, additional mainline piping, all thrust restraints, and Storz coupling, adjustment to final grade, and backfill complete as specified. This item shall include flow testing and field painting as specified. <b>(Provisional Item)</b>	2	ea.	\$ 11,000.00	\$ 22,000.00	0	\$ 11,000.00	\$ -	2	\$ 11,000.00	\$ 22,000.00
6	OPSS 441, 442, SP	Adjust existing Bell pedestal to suit new grade, including coordination with Bell services	2	ea.	\$ 1,500.00	\$ 3,000.00	0	\$ 1,500.00	\$ -	2	\$ 1,500.00	\$ 3,000.00
7	* SP	Investigation work to locate and expose unknown underground utilities and services not shown on the drawings, including backfilling. <b>No payment will be made to expose utilities which are shown on the drawings. (Provisional Item)</b>										
		<b>(a) Labour and Equipment</b>										
		i. Hydro-vacuuming machinery (including operator)	20	hours	\$ 325.00	\$ 6,500.00	3.0	\$ 325.00	\$ 975.00	17.0	\$ 325.00	\$ 5,525.00
		ii. Rubber tired backhoe/front end loader (including operator)	20	hours	\$ 150.00	\$ 3,000.00	3.0	\$ 150.00	\$ 450.00	17.0	\$ 150.00	\$ 2,550.00
		iii. Labourer	20	hours	\$ 70.00	\$ 1,400.00	3.0	\$ 70.00	\$ 210.00	17.0	\$ 70.00	\$ 1,190.00
		<b>(b) Surface Restoration for Investigative Work</b>										
		i. Cold patch asphalt	10	tonnes	\$ 250.00	\$ 2,500.00	1.5	\$ 250.00	\$ 375.00	9	\$ 250.00	\$ 2,125.00
		ii. Granular 'A'	20	tonnes	\$ 30.00	\$ 600.00	3.0	\$ 30.00	\$ 90.00	17	\$ 30.00	\$ 510.00
		iii. Concrete (150mm thick)	30	s.m.	\$ 125.00	\$ 3,750.00	4.5	\$ 125.00	\$ 562.50	26	\$ 125.00	\$ 3,187.50
		iv. Top Soil (100 mm thick min.)	100	s.m.	\$ 10.00	\$ 1,000.00	15.0	\$ 10.00	\$ 150.00	85	\$ 10.00	\$ 850.00
		v. Sod	100	s.m.	\$ 20.00	\$ 2,000.00	15.0	\$ 20.00	\$ 300.00	85	\$ 20.00	\$ 1,700.00
8	* OPSS 310 SP	Supply, place and compact temporary 80mm HL-4 asphalt as required and directed by the Engineer including removal and disposal <b>(Provisional Item)</b>	60	tonne	\$ 160.00	\$ 9,600.00	0	\$ 160.00	\$ -	60	\$ 160.00	\$ 9,600.00
9	* SP	Expose and relocate existing Bell cable as required to facilitate installation of sewers, including hydro vacuuming, hand digging, coordination with Bell, etc. <b>(Provisional Item)</b>	30	lm	\$ 200.00	\$ 6,000.00	0	\$ 200.00	\$ -	30	\$ 200.00	\$ 6,000.00

Item		Description	Qty		Engineer's OPC		Qty	School		Qty	Town and County	
					Unit Price	Amount		Unit Price	Amount		Unit Price	Amount
10	* SP	Expose and relocate existing Cogeco fibre optic cable in conduit as required to facilitate installation of sewers, including hydro vacuuming, hand digging, coordination with Cogeco, etc. <b>(Provisional Item)</b>	30	lm	\$ 200.00	\$ 6,000.00	0	\$ 200.00	\$ -	30	\$ 200.00	\$ 6,000.00
11	SP	Preconstruction survey on existing dwellings, structures, parking lots, roadways, sidewalks and utilities.	1	I.s.	\$ 14,000.00	\$ 14,000.00	0	\$ 14,000.00	\$ -	1	\$ 14,000.00	\$ 14,000.00
12	* SP	Supply and maintain site office for duration of the project. <b>(Provisional Item)</b>	1	I.s.	\$ 12,000.00	\$ 12,000.00	0.15	\$ 12,000.00	\$ 1,800.00	0.85	\$ 12,000.00	\$ 10,200.00
13	OPSS 706, SP	Supply, erect and maintain all project and detour signs for Stage A and B of detour, including all delineators, barricades, lights, advanced warnings and flag person(s) necessary for traffic control as required and in accordance with the contract documents and Book 7 of the OTM for the duration of construction. Submit traffic control plan for approval prior to construction.	1	I.s.	\$ 100,000.00	\$ 100,000.00	0.15	\$ 100,000.00	\$ 15,000.00	0.85	\$ 100,000.00	\$ 85,000.00
14	OPSS 706, SP	Supply, erect and maintain 1.2m x 1.2m "All Businesses Open" signs at locations determined by the Engineer.	1	ea	\$ 500.00	\$ 500.00	0.15	\$ 500.00	\$ 75.00	0.85	\$ 500.00	\$ 425.00
15	* OPSS 706 SP	Supply, install, operate, and maintain two (2) portable, variable message signs, minimum 3.5m wide x 2.0m high as directed by the Engineer. <b>(Provisional Item)</b>	40	days.	\$ 400.00	\$ 16,000.00	6.0	\$ 400.00	\$ 2,400.00	34.0	\$ 400.00	\$ 13,600.00
16	* OPSS 506, 2501 SP	Supply and place calcium chloride for dust control as approved by the Engineer <b>(Provisional Item)</b>	10	tonnes	\$ 500.00	\$ 5,000.00	1.5	\$ 500.00	\$ 750.00	9	\$ 500.00	\$ 4,250.00
17	* OPSS 506, SP	Supply and place water for dust control as approved by the Engineer. <b>(Provisional Item)</b>	202	c.m.	\$ 14.00	\$ 2,828.00	30.30	\$ 14.00	\$ 424.20	172	\$ 14.00	\$ 2,403.80
18	* SP	Cash Allowance – Quality Control Testing. <b>(Provisional Item)</b>	1	I.s.	\$ 40,000.00	\$ 40,000.00	0.15	\$ 40,000.00	\$ 6,000.00	0.85	\$ 40,000.00	\$ 34,000.00
19	* SP	Cash Allowance – Asphalt Escalation. <b>(Provisional Item)</b>	1	I.s.	\$ 15,000.00	\$ 15,000.00	0.02	\$ 15,000.00	\$ 300.00	0.98	\$ 15,000.00	\$ 14,700.00
20	* IT	Contingency Allowance (derived from the Schedule of Additional Unit Prices) <b>(Provisional Item)</b>	1	I.s.		\$ 550,000.00	0.15	\$ 550,000.00	\$ 82,500.00	0.85	\$ 550,000.00	\$ 467,500.00
<b>Total for PART "F" – MISCELLANEOUS</b>						<b>\$ 841,078.00</b>			<b>\$ 123,561.70</b>			<b>\$ 717,516.30</b>
<b>Summary</b>												
<b>Total for Part "A" - Road Reconstruction</b>						<b>\$ 2,018,123.44</b>			<b>\$ 199,151.26</b>			<b>\$ 1,818,972.18</b>
<b>Total for Part "B" - Storm Sewers</b>						<b>\$ 1,837,000.00</b>			<b>\$ 333,465.00</b>			<b>\$ 1,503,535.00</b>
<b>Total for Part "C" - Sanitary Sewers</b>						<b>\$ 59,900.00</b>			<b>\$ 35,900.00</b>			<b>\$ 24,000.00</b>
<b>Total for Part "D" - Electrical and Traffic Signalization</b>						<b>\$ 400,450.00</b>			<b>\$ 364,316.67</b>			<b>\$ 36,133.33</b>
<b>Total for Part "E" - Miscellaneous</b>						<b>\$ 841,078.00</b>			<b>\$ 123,561.70</b>			<b>\$ 717,516.30</b>
<b>Tender Price (Excluding HST)</b>						<b>\$ 5,156,551.44</b>			<b>\$ 1,056,394.63</b>			<b>\$ 4,100,156.81</b>
<b>Engineering (13%)</b>						<b>\$ 670,351.69</b>			<b>\$ 137,331.30</b>			<b>\$ 533,020.39</b>
<b>Construction and Engineering</b>						<b>\$ 5,826,903.13</b>			<b>\$ 1,193,725.93</b>			<b>\$ 4,633,177.20</b>
<b>HST (13%)</b>						<b>\$ 757,497.41</b>			<b>\$ 155,184.37</b>			<b>\$ 602,313.04</b>
<b>Tender Price (Including HST)</b>						<b>\$ 6,584,400.53</b>			<b>\$ 1,348,910.30</b>			<b>\$ 5,235,490.23</b>