



**BOUNDARY ROAD BRIDGE SOUTH
REMOVE & REPLACEMENT TENDER**

Tender Number: 2025 - 002

Sealed Tenders will be received by: Township of Joly
871 Forest Lake Road
PO Box 519
Sundridge, ON P0A 1Z0

Tender Closing Date and Time: Wednesday May 7, 2025 at 4:00pm

Tender Opening Date and Time: Wednesday May 7, 2025 at 4:01pm

Tender Award: Tuesday May 13, 2025 at 5:30pm

Tender For: The removal of the Boundary South bridge and
replace with two 30" (750mm) x 36' (11m)
HDPE culverts.

Lowest or any quotation not necessarily accepted.

BIDDER'S NAME: _____

Boundary South Bridge Removal and Replaced With two 30” (750mm) x 36’ (11m) HDPE Culverts Tender 2025 - 002

The Township of Joly is tendering for the removal of the boundary bridge south on Boundary Road and have it replaced with two 30” (750mm) x 36’ (11meter) HDPE culverts. The road must be widened enough to accommodate two lanes of traffic.

Work to be completed by or before: September 30 2025

TENDER PROCEDURES

- 1 All inquiries concerning the tender, prior to the tender closing, shall be directed to Pat Stickland Roads Foreman 705 495 9486
- 2 Notification of Acceptance of Tender will be by telephone or email and written for of notice, to the address of the Contractor used on the bid forms. The date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.
- 3 The Township has the right to not accept any bids and withdraw the Tender prior to the contract being awarded.
- 4 The Contractor can withdrawal their tender submission at any time prior to the opening date and time. This request must be received in writing to the Road Foreman roads@townshipofjoly.com

TENDER REQUIREMENTS

- 1 A certified cheque or bank draft, made payable to the Township of Joly in the amount of 10% of the total tender must be submitted with the tender, for deposit purposes. The tender deposit cheques of the unsuccessful proponents, except for the successful proponent and one (1) alternate bidder will be returned within ten (10) calendar days of the tender award. The tender deposit of the alternate proponent will be returned when the successful proponent has provided the required documents of the successful proponent as per this tender agreement. The tender deposit of the successful proponent may be held for forty-five (45) days after the municipality's acceptance of the completed work.
- 2 The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the work, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work. Coverage shall be at least\$ 5,000,000 per incident in the name of the municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit.
- 3 The successful bidder shall also deliver proof of Workplace Safety Insurance Board coverage, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work.

I have ready and agree with the contents

Signature of the Bidder

- 4 In order to avoid any misunderstandings as to the nature of the work to be performed herein, the Contractor, by executing this contract, unequivocally acknowledges that he/she is the constructor within the meaning of the Occupational Health and Safety Act and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the proponent that the Occupational Health and Safety Act provides, in addition to other matters that:

A constructor shall ensure, on a project undertaken by the constructor that,

- i) The measures and procedures prescribed in this Act and the regulations are carried out on the project,
- ii) Every employer and every worker performing work on the project complies with this Act and the regulations, and
- iii) The health and safety of the workers on the project is protected.

When an unsafe act is being committed during the completion of this tender, the Roads Foreman or authorized designate, will notify the on-site foreman. If the act is not remedied, the Ministry of Labour will be informed.

- 5 The Ontario Provincial General Conditions and Standards Specifications shall govern the work covered under this contract, and inclusive of the Special Provisions noted hereafter. All Contractors proposing to bid on this project must obtain their own copies of the current Ontario Provincial Standard Specifications in effect for this Contract.

I have read and agree with the contents

Signature of the Bidder

BASIS OF REJECTION OF TENDER

- 1 Tender must be legible, in ink, by typewriter, or by printer.
- 2 Tender must be in possession of the municipality by the closing date and time.
- 3 Tender must be on the form provided.
- 4 Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
- 5 All items must be bid.
- 6 Tender must not be restricted or modified in any way.

Attached to this tender is a Certified Cheque or Bank Draft, in the amount of ten percent (10%) of the total tender, made payable to the Township of Joly. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the Township of Joly if the Contractor fails to perform the work in accordance with the conditions and specification referred to or contained in this tender.

It is agreed that, upon acceptance in writing by the Township of Joly, this tender form becomes the "agreement for the performance of work" between the Contractor and the Township of Joly.

If this contract is revoked any time after acceptance, the Contractor/Firm may forfeit the required 10% deposit.

I/We (the Contractor) promise to complete the work by or before
September 30, 2025.

I have read and agree with the contents

Signature of the Bidder

FORCE MAJEURE CLAUSE

The Contractor shall not be held liable or penalized under the terms of this Contract for failure to perform the Contract which is occasioned by war, an act of terrorism, strike, pandemic, epidemic, public health emergency, act of God, natural disaster, Order by a lawful governmental authority or any other casualty beyond the reasonable control of the Contractor (force majeure). If the force majeure event causes the delay and performance of the Contract or a non-performance of the Contract, then the Contractor shall give notice in writing of its intent to rely upon this provision. The Contractor, upon giving written notice, shall secure the worksite utilizing best construction practices, in consultation with the Township of Joly. Thereafter, the Contractor shall submit to the Township of Joly, in writing, costs incurred or anticipated to be incurred by the Contractor on a weekly basis as a consequence of the delay occasioned by the force majeure event and the owner shall pay the costs of the Contractor for the that the Contractor cannot perform the Contract as a consequence of the force majeure event. The Contractor shall, at the request of the Township, provide documentary proof of the expenses incurred. The Township shall further extend the time for the performance of the Contract for a period that is equivalent to the time period of the force majeure event or longer as may be agreed upon between the Contractor during this time of non-performance on a weekly basis as may be agreed upon between the Contractor and the Township. If a force majeure event results in a delay or non- performance of the Contract for a period of six (6) months or longer, then either party shall have the right to give notice to terminate this Contract with immediate effect without liability toward the other party provided that the Township shall pay the Contractor all amounts due under the Contract, to the date of such termination.

I have read and agree with the contents

Signature of the Bidder

MEASUREMENT FOR PAYMENT GENERAL

CONDITION

This Contract calls for the removal of the existing concrete bridge known as Boundary South Bridge in the Township of Joly, and installing two 30" (750mm) x 36' (11meter) HDPE culverts at the Boundary South Bridge location. The roadway must be widened enough to safely accommodate two lanes of traffic. Culvert installation must comply with OPSS standards.

All work to be substantially completed by September 30, 2025.

BASIS OF PAYMENT

Payment in the Contract price shall be compensation in full for performing the work specified in the tender item and for the supply of labour, equipment and materials, except as otherwise provided in the tender, necessary to complete the work to the satisfaction of the Township of Joly.

PAYMENT, HOLDBACK AND COMPLETION

Payment will be made in full, after the completion of the contract to the satisfaction of the Township of Joly.

PERFORMANCE EVALUATION

Failure to execute the contract in a competent manner shall result in the bidder's disqualification from bidding on the Township of Joly's contracts for a period of two (2) years.

COMPETITION DATE

The Contractor shall complete work by or before September 30, 2025.

If the time limit is not sufficient to permit the completion by the Contractor working on a normal number of hours, the Contractor shall make changes to permit work to be completed by the above date. Additional costs incurred shall be deemed included in the price bid for the work. For the purposes of this tender, "Normal Hours" are defined as 7:00 am to 5:00 pm, Monday to Friday.

If the work is not completed by the above date, or by an amended date allowed by an approved extension of time, then the Contractor agrees to pay the Township of Joly a sum of \$500.00 per calendar day, for each day's delay in finishing the work, as liquidated damages. Delays due to weather will be taken into consideration by the Township of Joly.

I have read and agree with the contents

Signature of the Bidder

TENDER BID FORM

Item# 1 Removal & Disposal of Existing Concrete Bridge and Foundation \$ _____

Item# 2 Install Two 30" (750mm) x 36'(11M) HDPE Culverts \$ _____

Item# 3 Widen & Slope Roadway to Safely Accommodate Two Lanes of Traffic \$ _____

SUB-TOTAL \$ _____

HST \$ _____
Organizations HST Number

TOTAL TENDER PRICE \$ _____

INCLUDES ALL COSTS WHICH MAY BE INCURRED UNTIL COMPLETION OF TENDER

I/We (the Contractor) promise to complete the work by or before September 30, 2025.

Name of Individual or Firm (hereafter referred to as the "Contractor") _____

Address _____

Email Address _____

Signature of Person Signing for Firm _____

Date _____

Office of Person Signing for Firm _____

Witness or Firm Seal _____

Phone Number _____

Fax Number _____

Lowest or any quotation not necessarily accepted.

GENERAL CONDITIONS

1.0 Ontario Provincial Standard Specifications and Form M-100

Form M-100 "General Conditions of Contract" and the Ontario Provincial Standards Specifications apply on this contract, unless otherwise stated in the attached tender documents. The particular revision in effect at the time the contract is advertised shall apply. Where further detail or clarification is required reference shall be made to the appropriate Ontario Provincial Standard Specifications.

2.0 Payment, Holdback and Completion

Paragraphs 1-4, inclusive of Form M-100, Subsection 108-3 are cancelled and replaced by the following paragraphs.

Monthly payments will be paid for 90% of the estimated value of the work performed, within thirty (30) calendar days of certification of the work estimate by the Contractor. The municipality shall prepare the estimate. In addition to the normal 10% holdback, additional holdback may be retained to cover any written liens submitted during the Contract.

As soon as possible following the certification of completion of the Contract, the municipality shall prepare the final estimate of payment and submit for certification by the Contractor and any sub-contractors. The Contractor shall return the certified final estimate and Worker's Compensation Board clearances within thirty (30) calendar days.

Holdback not including an amount retained for unresolved claims will be released to the Contractor forty-five (45) calendar days after certification by the municipality that the Contract is "complete". (See the Construction Lien Act).

ENGINEER, AUTHORITY, MINISTRY AND MUNICIPALITY

3.0 The terms Corporation, Inspector, Engineer, Authority, and Ministry shall be deemed to be the municipality.

Bidder Initial _____

CONSTRUCTION

1.0 Materials

Granular particles must satisfy the requirements of Table 1 – Physical Requirements, Table 2 – Gradations Requirements and OPSS Forms 314, 1001, and 1010.

**TABLE 1
PHYSICAL REQUIREMENTS**

| Physical Test | Granular A | Granular B | | Granular M | Select Subgrade Material | MTO Lab Test Number |
|--------------------------------------|------------|------------|---------|------------|--------------------------|---------------------|
| | | Type I | Type II | | | |
| Los Angeles Abrasion, Loss % Maximum | 69 | N/A | N/A | 60 | N/A | LS 603 |
| Petrographic No., Granular, Maximum | 200 | 250* | 250 | 200 | 250* | LS 609 |
| Plasticity Index | 0 | 0 | 0 | 0 | 0 | LS 704 |
| Percentage Crushed Minimum | 50 | N/A | 100 | 50 | N/A | LS 607 |

*The Petrographic No. requirements will be waived if the material has more than 80% passing the 4.75mm sieve.

**TABLE 2
GRADATIONS REQUIREMENTS*****

| MTO Sieve Designation | Percentage Passing by Mass | | | | |
|-----------------------|----------------------------|--------------|-------------|--------------|--------------------------|
| | Granular A | Granular B | | Granular M | Select Subgrade Material |
| | | Type I**** | Type II**** | | |
| 150 mm | N/A | 100 | 100 | N/A | 100 |
| 37.5 mm | N/A | N/A | N/A | N/A | N/A |
| 26.5 mm | 100 | 50-100 | 50-100 | N/A | 50-100 |
| 19 mm | 85 -100 (87-100)* | N/A | N/A | 100 | N/A |
| 13.2 mm | 65-90 (75-95)* | N/A | N/A | 75-95 | N/A |
| 9.5 mm | 50-73 (60-83)* | N/A | N/A | 55-80 | N/A |
| 4.75 mm | 35-55 (40-60)* | 20-100 | 20-55 | 35-55 | 20-100 |
| 1.18 mm | 15-40 | 10-100 | 10-40 | 15-40 | 10-100 |
| 300 µm | 5-22 | 2-65 | 5-22 | 5-22 | 5-95 |
| 150 µm | N/A | N/A | N/A | N/A | 2-65 |
| 75 µm | 2-8 (2-10)** | 0-8 (0-10)** | 0-10 | 2-8 (2-10)** | 0-25 |

(*) Where the aggregate is obtained from an iron blast furnace slag source.

(**) Where the aggregate is obtained from a quarry or slag source.

(***) MTO Lab Test No. LS 602.

(****) Where Granular B is used for granular backfill for pipe subdrains, 100% of the material shall pass The 37.5 mm sieve.

Bidder Initial _____

SPECIAL PROVISIONS

1.0 Pre-Bid Site Inspection

Before submitting a Tender, the Bidder must conduct an inspection of the job site(s). The submission of a Tender shall be an explicit representation by the Bidder to the Township that such an inspection was undertaken, and the Bidder has satisfied itself as to all conditions capable of being observed in the field, and the Bidder is expected to undertake its inspection in a careful and skillful manner, and shall obtain and conduct all requisite investigation in order to acquaint itself with physical conditions in relation to the job site and the project.

Bidder Initial _____

CONTRACT SPECIFIC SPECIAL PROVISIONS

ENVIRONMENTAL PROTECTION - ITEM 1

Under this Item the Contractor is required to supply all labour, equipment, and materials for the protection of the watercourse, its water quality and fish habitat during the project. Installation, maintenance and removal of mitigation measures listed below, as necessary to achieve this protection, is required:

- Light Duty Silt Fence Barriers as per OPSD 219.110;
- Straw Bale Flow Checks as per OPSD 219.180;
- Turbidity Curtains as per OPSD 219.260.

In addition, this item shall include, but is not limited to:

- i) Restoration of the water body and water body banks to conditions existing at commencement of construction or as otherwise specified on the drawings;
- ii) Placement of filter cloth over all catch basins, manhole covers and deck drains within the construction zone to contain all sediment run-off as a result of the bridge work;
- iii) Provide all protection measures to ensure that no deleterious material from any operation enters the stream with particular concern for demolition debris and sediment from runoff;
- iv) No refueling of vehicles, equipment, etc. is to take place within 30m of a watercourse;
- v) Stationary equipment operating within 30m of the watercourse shall have hydrocarbon spill containment measures in place;
- vi) Disturbed areas at the construction site are to be stabilized and re-vegetated after completion of the project, using native plant species as much as possible, and the site is to be restored to a pre-construction state or better;
- vii) Machinery shall not operate directly in a watercourse.
- viii) All work must be in compliance with the Ministry of The Environment with appropriate permits.
- ix) All area locates must be obtained by the contractor.

Bidder Initial _____

PROTECTION OF WATER QUALITY

At all times, the Contractor shall maintain existing stream flows and shall control all construction work so as not to allow sediment or other deleterious materials to enter the watercourse. Entry of manpower, equipment or materials into the watercourse is strictly prohibited.

No machinery shall enter the creek bed of the watercourse. Movement of construction equipment in the vicinity of the watercourse shall be limited to the minimum required for construction.

The Contractor shall not carry out equipment maintenance or refueling, or store fuel containers within thirty (30) meters of the watercourse. The Contractor shall not stockpile construction debris or empty fuel/pesticide containers within the Contract limits.

NAVIGABLE WATERS PROTECTION ACT

At all times the Contractor shall conform to the regulations in the Navigable Waters Protection Act.

No debris of any kind shall be dumped into the creek at any time.

The Contractor shall be prepared to locate and immediately remove any debris that may fall into the watercourse.

MAINTAIN EXISTING FLOWS

It shall be the Contractor's responsibility to maintain existing flows in the watercourse throughout the duration of the Contract.

The Contractor shall do such work or use such equipment as necessary to maintain the existing flows and shall protect the Township of Joly against any and all claims involving public liability and/or damage to property which may arise due to the Contractor's failure to be included in the unit price quoted for the specified item.

Bidder Initial _____

TRAFFIC MANAGEMENT

The successful bidder will be required to give the Township notice six (6) weeks before the work is to commence to allow enough time for road closures notices. The Contractor shall work continuously until the work is completed within the time period specified in this tender document.

Under this Item, the Contractor shall supply and maintain all temporary/detour signing, traffic and pedestrian protection as per the Occupational Health and Safety Act, Ontario Traffic Manual (OTM) Book 7 Supplement and OPSS 543. This item is applicable to all components and schedules of this Contract.

The Contractor shall inspect all traffic protection and traffic signage on a daily basis.

REMOVAL AND DISPOSAL OF EXISTING BRIDGES

Under this item and for the contract price, the Contractor shall supply all labour, materials and equipment necessary to perform the following work in accordance with OPSS 510.

The Contractor shall carefully remove all above elements and take all necessary precautions to prevent any debris from falling into the watercourse. Any materials which fall into the watercourse shall be located and removed immediately under the direction of the Contract Administrator. The Contractor shall observe all safety laws and regulations in carrying out the work of this and all other Items. Full protection system shall be in place during all removals to ensure no material falls into the watercourse.

Any damage caused to existing features to remain including roadway, watercourse features, embankments, and original ground (not within the limits of the designated removal and reconstruction areas specified within the contract) as a result of the Contractor's operations shall be repaired by the Contractor at his own expense and to the complete satisfaction of the Contract Administrator.

All removals from the existing structure, except as specifically noted, shall remain the property of the Contractor to be disposed of by the Contractor off the limits of the Contract, at a location arranged for by the Contractor at his own expense and to the satisfaction of the Contract Administrator. When hauling removals, rubble, excavated materials or fill from or to the site, the Contractor shall comply with the requirements of the Highway Traffic Act.

Bidder Initial _____

DISPOSAL OF MATERIALS

All materials resulting from any operation necessary in carrying out the work of the various tender items included in this Contract and which is unsuitable for reuse shall be disposed of in an environmentally acceptable manner at locations arranged for by the Contractor, which are acceptable to the Township of Joly.

The price(s) bid for the contract item(s) requiring such work shall be full compensation for hauling, placing and trimming the excavated material at the disposal area.

"Environmentally acceptable" means a manner which complies with the requirements of the Environmental Protection Act, as amended.

Disposal of the existing bridge shall be completed in accordance with Item # 1 in the Tender Bid Form.

GENERAL CONDITIONS

The work is to be carried out at the Boundary South bridge, located in the Township of Joly. This Contract calls for the removal of the concrete bridge, guiderails and concrete foundation and replace with two HDPE 750mm (30") x 36' (11m) culverts. Roadway to be widened enough to safely accommodate two lanes of traffic and sloped as per OPSS guidelines. Granular B gravel to be used as base to place the culverts on, granular B gravel to be used as cover for the culverts. Granular M gravel to be used as road topping material. Both end sides of culverts must be covered with 2.5 tonne of Rip-Rap on each end. Vegetation and soil must be placed on banks to avoid erosion. The successful bidder is responsible for the removal and disposal of all concrete and rubble. Work to be completed by September 30, 2025.

SAFETY REQUIREMENTS

The Contractor shall conform to and enforce strict compliance with the Construction Safety Act, and Regulations made under that Act.

The successful bidder will be designated as the Constructor for this project and will assume all of the responsibilities of the Constructor set out in the Occupational Health & Safety Act and its Regulations.

SCHEDULE OF PLANS AND STANDARDS

The Ontario Provincial General Conditions and Standard Specifications shall govern the work covered under this contract, and inclusive of the Special Provisions noted hereafter. All Contractors proposing to bid on this Contract must obtain their own copies of the current Ontario Provincial Standard Specifications in effect for this Contract.

Bidder Initial _____

INSPECTION

Upon completion by the Contractor of any of the tender items, and prior to the Contractor commencing with a subsequent stage of work, the Roads Department may perform an inspection to ascertain that the completed work is to the dimensions specified in the OPSS drawings, or to such details and recommendations as may be approved by the Roads Department. The Contractor shall notify the Roads Department each time he has completed an item of work that needs inspection before it is covered by subsequent items of works, and the Roads Department shall conduct the inspection upon receipt of such notice without undue delay.

It is the Contractor's responsibility to ensure that items of work to be inspected are completed to the correct dimensions and specifications. Any costs for repeated inspections caused by the Contractor's failure to have the items of work correctly finished when notice is given by the Roads Department shall be charged to the Contractor.

MUNICIPAL FREEDOM OF INFORMATION & PROTECTION OF PRIVACY

Materials supplied in response to this Tender become a record of the Township of Joly and are subject to the Municipal Freedom of Information and Protection of Privacy Act. The Township of Joly takes the position that such materials form a part of the records that may be made available upon request to the general public.

THE CONSTRUCTION LIEN ACT

Payments to the Contractor, holdbacks and their release, and certificates of substantial performance and completion shall be in full compliance with the provisions of The Construction Lien Act R.S.O. 1983, or latest amendment thereto.

DOCUMENTS AND SITE REVIEW

The submission of a bid shall indicate that the bidder agrees and warrants that it has examined the site and all conditions relevant thereto, and all the separate documents, drawings, specifications, and addenda, and that the bid submitted covers the costs of all the items required in the Contract. No claims for extras shall be permitted due to the Contractor's failure to inspect the site and the working conditions prior to the submission of a bid.

Bidder Initial _____

MANDATORY KEY TIME LINES (DATES)

A proposed construction schedule for this contract shall be submitted by the Contractor for the Townships approval prior to the commencement of construction. Six (6) weeks' notice of road closures and the duration of the closure must be given to the Township to allow time for public notice of the closure. The Contract must be 100% complete five (5) days after the work commences.

SPECIFICATIONS

The Ontario Provincial Standard Specifications listed below and Contract Drawings appended to these documents apply to this contract. The particular revision in effect at the time the Contract as advertised shall apply.

- OPSS 127 Schedule of Rental Rates for Construction Equipment Including Model and Specification Reference
- OPSS 128 The Supply of Pre-Qualified Materials and Products
- OPSS 180 Management and Disposal of Excess Material
- OPSS 182 Environmental Protection for Construction in Waterbodies and on Waterbody Banks
- OPSS 504 Construction Specification for Preservation, Protection and Reconstruction of Existing Facilities
- OPSS 510 Construction Specification for Removal
- OPSS 543 Construction Specification for Traffic Control Signing
- OPSS 577 Temporary Erosion and Sediment Control Measures
- OPSS 907 Construction Specifications for Structural Wood System
- OPSD 922.430 Energy Attenuator, End Treatment Eccentric Loader Terminal System Installation – Layout and Posts

Bidder Initial _____

CONTRACTOR TO INVESTIGATE

It shall be the Contractor's responsibility to thoroughly inspect the site of the proposed work, determine the location(s) of any buried or obstructing service(s), and make satisfactory arrangements to remove any interference with such service(s) with the proper jurisdictional authority.

SUPPLY OF MATERIALS

All materials necessary for the proper completion of the work, unless otherwise stated herein, shall be supplied by the Contractor, and the payment provided in the contract shall be deemed to include full compensation for the supply of all such materials.

SPILLS REPORTING

Spills or discharge of pollutants or contaminants under the control of the Contractor and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects, shall be reported to the Township of Joly and the Ministry of Environment. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act.

CO-ORDINATION MEETINGS

The Contractor shall attend such meetings as may be required by the Roads Department to co-ordinate services affected by the Contract.

DISCREPANCIES AND CONFLICTS

Discrepancies and conflicts shall be brought to the attention of the Township of Joly. No additional payment will be made for correction of errors made in this regard.

Bidder Initial _____

EXTRA WORK

The Contractor shall notify the Township of Joly in writing before the commencement of any work that he considers extra work. An itemized estimate complete with costs must be approved in writing prior to any work being started. If notice is not given, it will be deemed that payment is included in the contract price and no additional payment for extra work will be made.

Invoices for extra work, as authorized, shall be submitted with the invoice for the contract price and paid at the same time.

DAMAGE TO EXISTING UTILITIES

The Contractor's attention is drawn to the presence of utilities on this project. The location of utilities is not guaranteed by the Township of Joly. It is the Contractor's responsibility to contact the Utility Companies for further information in regard to utilities, and to exercise the necessary care in construction operations, or take precautions to safeguard the utility from damage. The costs of all damages to utilities, both overhead and underground, caused by the Contractor's operations shall be borne by the Contractor.

The Contractor shall insure that utility service is not disturbed during the course of construction, by reason of the construction.

UTILITIES, FENCES AND PRIVATE PROPERTY

The Contractor shall be responsible for the protection of all utilities and fences not designated for removal, and for the protection of private property at the job site during construction. Storage of excavated materials shall be such that deposition onto private property shall not take place.

It is the Contractor's responsibility to contact the Utility Companies for further information in regard to the exact location of all utilities.

Bidder Initial _____