

Road Occupancy Agreement

This Agreement is made this ____ day of _____, 2014

Between:

The Corporation of the County of Grey
(Hereinafter referred to as “the County”)

And

Harold Sutherland Construction Ltd.
(Hereinafter referred to as “the Operator”)

Whereas the County is the owner of the lands described as the Grey Road 4 County Right of Way, fronting 403817 Grey Road 4, Con 1 NDR; PT Lot 16 Lot 17 to 18 on Plan P2812-19;

And Whereas the Operator, at no cost to the County, wishes to construct a commercial entrance and additional lanes (“the Works”) within the County Right of Way for the purposes of providing improved access for its Pit operation;

And Whereas it is deemed expedient to enter into this Agreement to give effect to the Operator’s proposal of constructing the Works within the County Right of Way and to identify the responsibilities of the Operator completing work within the County road Right of Way.

Now Therefore in consideration of the terms of this Agreement and the sum of Ten Dollars of lawful money of Canada paid by each of the parties of this Agreement to the other, the receipt whereof is hereby acknowledged, the Operator and County agree as follows:

1.0 Definitions

In this Agreement, including the recitals:

- 1.1 “County Right of Way” means that part of Grey Road 4 described as fronting 403817 Grey Road 4, Con 1 NDR; PT Lot 16 Lot 17 to 18 on Plan P2812-19 on

which the Works are to be installed as shown on the engineering drawings and specifications approved by the County, attached hereto as Schedule "A";

- 1.2 "Constructor" means a person who undertakes a (construction) project for an owner and includes an owner who undertakes all or part of a project by himself or by more than one employer, as per the definition under the Ontario Health and Safety Act and Regulations (R.S.O. 1990, c O.1)
- 1.3 "Default" means any failure of the Operator to comply with this Agreement, a breach;
- 1.4 "Design" means the engineering design of the Works, as referred to in Section 4, as approved by the County and as shown in Schedule "A";
- 1.5 "End Date" means the date on and after which the Operator shall have completed construction of the Works and completed remediation of the County's infrastructure to its pre-construction condition;
- 1.6 "Encroachment Permit" means a permit that is approved by the County Transportation Services Department in accordance with Corporate Procedure Number MS-TS-001-004 that is required where there is an installation or stockpile of work upon, over, under of within the County Right of Way.
- 1.7 "Entrance Permit" means a permit that is approved by the County Transportation Services Department in accordance with Corporate Procedure MS-TS-001-001 where a new entrance or alteration to an entrance is proposed on to a County Road.
- 1.8 "Schedule "A"" means the engineering drawings and specifications approved by the County for the Works.
- 1.9 "Schedule "B"" means the County's standard Encroachment Permit package.
- 1.10 "Schedule "C"" means the County's standard Entrance Permit package.
- 1.11 "Schedule "D"" means the County's standard Health and Safety Contractor Agreement.
- 1.12 "Schedule "E"" means a Letter of Credit template deemed suitable by the County.
- 1.13 "Start-up Meeting" means a construction start-up meeting to be arranged by the Operator, and attended by the Consultant, as well as representatives of the Operator and the County.
- 1.14 "Temporary Zone Painting/Signing" means all necessary temporary pavement zone painting, pavement line painting out, temporary road signing (name and regulatory), and all incidentals as applicable, in accordance with the Ontario Traffic Manual with regard to the construction and installation of the Works.

- 1.15 "Traffic Plan/Construction Timing Schedule" means the County-approved plan and schedule by which the Operator shall carry out its responsibilities regarding installation and construction of the Works and related traffic safety;
- 1.16 "Works" means the commercial entrance and additional lanes to be constructed/installed by the Operator as described in and shown on approved engineering drawings and specifications described in Schedule "A".

2.0 Standard County Encroachment Permit and Entrance Permit to the Operator for the Works

- 2.1 As part of the approval process for the installation and construction of the Works, the Operator shall apply to the County for both an Encroachment Permit and an Entrance Permit.
- 2.2 Any Encroachment Permit and/or Entrance Permit related to the Works is deemed to be subject to the terms of this Agreement and where there is any discrepancy, the terms of this Agreement shall prevail.
- 2.3 No Encroachment Permit shall be issued under this section prior to the delivery to the County Transportation Services Department of:
 - a) A certificate of insurance as evidence of the required coverage as per Section 13.
 - b) A Design approved by the applicable commenting agencies and the County;
 - c) A Traffic Plan/Construction Timing Schedule approved by the County.

3.0 Construction & Installation

- 3.1 The Works shall be located in accordance with the alignment and cross-section as shown in Schedule "A".
- 3.2 The Works shall be designed and located in accordance with the Design.
- 3.3 The Operator shall obtain the necessary approvals/permits from the County and any other agencies having jurisdiction for the installation and construction of the Works including, but not limited to, an Encroachment Permit and an Entrance Permit, as per Section 2. The Encroachment and Entrance Permit packages are attached hereto as Schedules "B" and "C" respectively.

- 3.4 The Operator shall not start construction of the Works until it has obtained the Encroachment Permit and Entrance Permit from the County;
- 3.5 In addition to the details provided with the drawings and specifications noted in Schedule "A", the Operator agrees to adhere to the conditions noted in Schedules "B", "C" and "D".
- 3.6 The Operator shall construct the Works in accordance with the terms of this Agreement, following the Traffic Plan/Construction Timing Schedule entirely at the Operator's cost.
- 3.7 Throughout all stages of the construction and installation of the Works, the Operator shall keep the area of the County Right of Way occupied by the Works in a neat and tidy condition according to the standards of the Operator, the requirements of any other agencies having jurisdiction and to the satisfaction of County at all times.
- 3.8 The Operator shall pay all costs to repair County infrastructure that is disrupted by the installation and construction of the Works.

4.0 Design of the Works

- 4.1 The Design shall be approved by the County and shall be constructed pursuant to the criteria and standards of the County by the Operator.
- 4.2 In the event that there are inconsistencies among the Design, and the Works is constructed and installed such that the Works does not meet the requirements of Schedule "A", the Operator shall rectify the Works at its own cost.
- 4.3 The Operator shall construct the Design as shown in Schedule "A" and provide the County with complete as-constructed drawings of the Design stamped by the engineer.

5.0 Traffic Plan/Construction Timing Schedule for the Works

- 5.1 The Operator shall complete the Traffic Plan/Construction Timing Schedule for the Works, which shall be subject to and include the following limitations:
 - a) The Works once started must be completed within the same construction year, being not later than October 31st of that calendar year;

- b) The existing traffic lanes must be open to traffic at the end of each working day; *and*
 - c) All open excavations adjacent to the through lanes must be backfilled and compacted to grade by the end of each working day.
- 5.2 The Operator shall consult with the County as to the criteria, standards, and incidentals applicable to the Traffic Plan/Construction Timing Schedule prepared as contemplated in paragraph 5.01.
 - 5.3 The Traffic Plan/Construction Timing Schedule shall be finalized only when the County has consented to it in writing.
 - 5.4 The Operator shall follow the Traffic Plan/Construction Timing Schedule as closely and completely as possible.
 - 5.5 The Traffic Plan/Construction Timing Schedule will provide for an End Date.

6.0 Required Standard of Care

- 6.1 At all times when the County Right of Way is open to traffic during the construction and installation of the Works, the Operator shall be responsible for maintenance of the County Right of Way, keeping it in a state of repair.
- 6.2 The Operator shall ensure that Ontario Regulation 239/02, Minimum Maintenance Standards for Municipal Highways under the Municipal Act, 2001, for a Class 2 roadway are met with respect to the maintenance of the County Right of Way during the construction and installation of the Works when it is open to the public traffic. This shall include but not necessarily be limited to maintenance duties respecting patrolling, potholes, shoulder drop-offs, cracks, debris, signage, and traffic control,

7.0 Applicable Laws

- 7.1 In constructing, installing the Works and/or in carrying out any activities arising as a result of this Agreement, the Operator shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time, applicable and in force. Without limiting the generality of the foregoing, the Operator shall comply with, and cause to be complied with, the provisions of the Occupational Health and Safety Act, the Environmental Protection Act and the Ontario Water Resources

Act and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the Occupational Health and Safety Act and regulations as applicable, and any obligation to obtain any approval or permit required under the Environmental Protection Act or the Ontario Water Resources Act or any regulations, policies or guidelines thereto. The Operator further shall handle and dispose of all materials in accordance with the foregoing legislation.

- 7.2 The Operator shall do, cause to be done, or refrain from doing, any act or thing, as directed by the County, if at any time the County considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable law. The County will provide written notice to the Operator setting out the act or thing which is required to be done or refrained from being done and setting out a time frame in which to comply which will be dependent on the specific circumstances.
- 7.3 If the Operator fails to comply with such direction, the County may take action to remedy the situation and if action is taken, the County is entitled to draw upon any Securities filed by the Operator under this agreement, including but not limited to the Entrance Permit, the Encroachment Permit, and/or the Road Occupancy Permit.

8.0 County Health and Safety Requirements

- 8.1 The Operator shall ensure that all workers conform to the County's health and safety requirements for the Works. Without limiting the generality of the following, all workers on County property shall be required to wear hard hats, safety boots and reflective clothing at all times. The Operator shall review and sign the County's Contractor Health and Safety Agreement attached as Schedule "D" at the time of its execution of this Agreement.
- 8.2 Failure to comply with the County's health and safety requirements may result in the issuance of a stop work order by the County. In the event that the County issues a stop work order, the Operator shall comply forthwith.
- 8.3 The Operator is responsible for all costs associated with the workplace accidents and all premiums or assessments owing to the Workplace Safety Insurance Board (WSIB), or insurance company, associated with the Works.
- 8.4 The Operator shall, throughout the Term of the Agreement, provide the County with evidence of coverage for itself, its employees, subcontractors and

subcontractor's employees under the Workplace Safety and Insurance Act or insurance policy.

9.0 Utilities, all required moves done at no Cost to County

- 9.1 All utility relocations (if any), that are required with respect to the Works, shall be relocated by the Operator at its own cost without the County's involvement, but the County shall be notified in writing of any such relocates.

10.0 Responsibility of the Operator to Effect to Completion of All Items Relating to the Construction and Installation of the Works

10.1 The Operator shall complete the Works and remediate the County infrastructure under the terms of this Agreement by the End Date.

10.2 Further to paragraph 10.01, the Operator shall:

- a) Cause the Works to be installed and constructed in a careful and work-person like manner, and in compliance with all applicable laws, regulations, by-laws and restrictions;
- b) Retain a qualified engineering consultant (the "Consultant") to inspect the Works and the remediation of the County infrastructure, the progress of the Works and compliance with this Agreement on behalf of both the Operator and County, at the cost of the Operator. The Operator shall propose an engineering consulting firm for the construction administration but shall only retain the firm if the County consents to using it.
- c) Have the Works constructed/installed to completion in compliance with:
 - i) the terms of this Agreement;
 - ii) the Design for the Works; and
 - iii) the Traffic Plan/Construction Timing Schedule for the Works, all at the cost of the Operator;

- d) Without limiting sub-paragraph (c) above, cause:
 - i) all removals,
 - ii) all drainage system work,
 - iii) all relocation of public utilities,
 - iv) all restoration of the County Right of Way,
 - v) the carrying-out of all recommendations made as contemplated in paragraph 11.01 as a result of monitoring of the Works by the County,
 - vi) the carrying out of all the recommendations of the County at the site meeting(s);
- e) Pay all costs for labour, material, services, incurred with respect to the Works;
- f) Inform the County of any unforeseen matter that would impact the Operator's obligations under this Agreement at the time of that matter arising; and
- g) When applicable, certify to the County that the Works has been completed and that no liens relating thereto affect the County or the County Right of Way.

10.3 The Operator shall, after final approval of the Design as confirmed by a letter to that effect from the County to the Operator, arrange a Start-up Meeting. The Start-up Meeting shall take place not less than two weeks prior to the anticipated construction start date.

10.4 At the Start-up Meeting the Operator or its representative will provide the County with:

- a) The required Insurance Certificate(s),
- b) The contact information (phone, fax, email, emergency number's, etc.) of the Operator and the Consultant; and
- c) The Traffic Plan/Construction Timing Schedule.

11.0 Time requirement for Construction and Installation of the Works

- 11.1 After obtaining the Entrance and Encroachment Permits the Operator shall proceed with construction of the Works as quickly as reasonably possible under the provisions of the terms of this Agreement, the Design, and the Traffic Plan/Construction Timing Schedule.
- 11.2 Despite paragraph 11.01, the Operator and the County may agree to a reasonable extension of the End Date.
- 11.3 The County is not obligated by paragraph 11.02 to agree to the extension of the End Date.

12.0 Construction/Installation and Monitoring by the County; Temporary Zone Painting/Signing (including incidentals)

- 12.1 The County may from time to time monitor the construction of the Works and may make recommendations to the Operator for complying with the provisions of paragraph 9.02. The Operator at its own cost shall follow the recommendations.
- 12.2 Neither the County monitoring nor the lack of County monitoring under paragraph 12.01, absolves the Operator from complying with any provisions of paragraph 10.02.
- 12.3 Pursuant to the criteria and standards of the County, the Operator, at its own cost, shall complete all necessary Temporary Zone Painting/Signing, as applicable, in accordance with the Ontario Traffic Manual.

13.0 Pit No Longer in Operation, Removal of the Works

- 13.1 Within 90 days of when the pit operation is no longer operating, the Operator shall be responsible to remove the Works at its sole cost and expense, and remediate the County Right of Way to the standards which are satisfactory to the County at that time.

14.0 Title in the Works

14.1 The Operator (both before and after the completion of the construction and installation of the Works) is hereby deemed to have no right, title, or interest in the portion of the Works located inside the County Right of Way.

15.0 Liability Insurance

15.1 The Operator shall, at its expense, obtain and keep in force during the term of the Agreement:

- a) Commercial General Liability Insurance. This insurance shall be primary, non-contributing with and not in excess of any other insurance available to the County. Such insurance policy shall be satisfactory to the County, and shall include the following and be underwritten by an insurer licensed to conduct business in the Province of Ontario:
 - i) A limit of liability of not less than \$10,000,000/occurrence;
 - ii) The County of Grey shall be named as an additional insured;
 - iii) The policy shall contain a provision for cross liability in respect of the named insured;
 - iv) Non-owned automobile coverage with a limit of at least \$10,000,000, including contractual non-owned coverage;
 - v) Products and completed operation coverage (Broad Form)
 - vi) An aggregate policy limit of not less than \$15,000,000;
 - vii) g) A provision that requires 30 days prior notice of any cancellation or change of policy which reduces coverage to the County shall be given in writing to the County.

15.2 The Operator shall also obtain and keep in force, during the term of this Agreement, automobile liability insurance under a standard Automobile policy with limits of not less than \$5,000,000 in respect of each owned or leased vehicle.

15.3 As evidence of the required policies being in effect, the Operator shall provide the County with a Certificate(s) of Insurance prior to the execution of this Agreement, and upon each subsequent policy renewal period throughout the period of construction and installation of the Works.

15.4 Any other form or limits of insurance as the County, acting reasonably, may require from time to time throughout the Term of the Agreement in form, in amounts and for insurance risks against which a prudent person would insure.

16.0 Letter of Credit, Default, and Draws

16.1 The attached Schedule "E" sets forth an acceptable format of an irrevocable letter of credit (the "Letter of Credit") to the County issued by a Canadian chartered bank having:

- a) A duration of 12 calendar months from the date of issue;
- b) The total aggregate sum of \$70,000 which shall be equal to 100% of the cost to complete the Works;
- c) Automatic renewal unless notified in writing by the County.

16.2 Where there has been no Default under this Agreement, the Operator may request the return of the Letter of Credit 45 calendar days following written approval of the Works by the County.

16.3 Prior to obtaining any paragraph 2 permit from the County, the Operator shall deliver to the County a Letter of Credit as contemplated under paragraph 16.01.

16.4 At any time or times forthwith after a Default, the County without notification to the Operator may make a draw (demand for payment) on the Canadian chartered bank issuing the Letter of Credit up to the total aggregate sum of the Letter of Credit referred to in paragraph 16.01.

16.5 A Default under the terms of this Agreement by the Operator permitting a forthwith draw by the County on the bank under paragraph 16.04 is hereby deemed to include:

- a) The Operator becoming either insolvent or bankrupt or subject to an execution in excess of one hundred thousand dollars (\$100,000.00),
- b) A term of this Agreement not being complied with, or
- c) Without limiting (b), a provision of paragraph 10 not being complied with.

17.0 The County Shall:

17.1 Use all sums obtained on a draw to cause in whole or in part the Works to be either done, completed or repaired, the incidentals as identified in this

Agreement to be done or completed or any other default by the Operator pursuant to this agreement remedied, and

- 17.2 Return without interest to the Operator, after payment of the items set out above, and after the time period of 45 calendar days after the date of approval of the Works by the County, and after the paragraph 16.07 resolution of any lien, the Letter of Credit and the balance, if any, remaining from a draw.
- 17.3 If a lien is filed with the County with respect to the Works within the provisions of the Construction Lien Act, R.S.O. 1990, C.C.30 and amendments thereto from time to time the Operator at the cost of the Operator shall resolve the lien.
- 17.4 Nothing in paragraph 16.06 is to be construed as placing an obligation on the County to complete in whole or in part the construction to completion of the Works.
- 17.5 A draw by the County on the issuing bank of the Letter of Credit, inclusive of a draw or draws up to the total aggregate sum of the Letter of Credit, is not to be construed a lessening in any degree the obligation of the Operator to the County to complete in total the Works to the criteria and standards of the County and at no cost to the County under the terms of this Agreement.

18.0 Default by the Operator, Actions by the County (the County is not obligated to construct)

- 18.1 In the event of a Default by the Operator pursuant to the terms of this Agreement, the County shall be under no obligation to correct the Default in whole or in part.
- 18.2 In the event of a Default by the Operator pursuant to the terms of this Agreement, the County shall be entitled to revoke the permit to the entrance to the Operator's pit operation on Grey Road 4 until the situation has been resolved to the satisfaction of the County.
- 18.3 In the event that the Operator is in Default, the County may from time to time request in writing that the Operator and the contractor or contractors of the Operator vacate forthwith or otherwise, in whole or in part, the County Right of Way, and they shall so vacate as requested.
- 18.4 In the event of a substantial Default by the Operator pursuant to the terms of this Agreement, the County shall provide the Operator with written notice of such breach and a request for rectification within seven (7) days. Should the

Operator fail to rectify the Default, the County at its option may use its own employees or subcontractor to complete the construction and installation of the Works.

- a) Should the County use its own employees or subcontractor to complete the Works, and without limiting the generality of the following, the County shall have the right to purchase materials, tools and machinery immediately, and to employ workers as in its absolute discretion are required to complete the construction and installation of the Works, all at the expense of the Operator. The cost of such completion work shall be calculated by the County, and such decision shall be final. The cost of the completion of construction and installation of the Works shall include a management fee not exceeding twenty percent (20%) of all labour, material and machine time charges incurred to complete the Works.
- b) The Operator shall be liable for all completion costs incurred by the County and shall make payment of these costs to the County within 30 days of demand. In the event that the Operator fails to make payment within such time, the County shall have the right in its sole discretion to draw upon the Operator's letter of credit or revoke the permit to the subject entrance to the Operator's pit operation on Grey Road 4 until the situation has been resolved to the satisfaction of the County in addition, and without prejudice, to any other remedies available to the County at law.

18.5 An exercise of the paragraph 14.02 right from time to time by the County shall not lessen or limit the County's rights with respect to the Default.

18.6 In the event that the County takes any action to correct a Default, that does not place any further obligation on the County under this Agreement.

19.0 Indemnity

19.1 The Operator shall indemnify and hold the County, its officers, members of Council, agents, servants, employees, invitees or licensees harmless from and against any liabilities, claims, expenses, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of any action or failure to take action pursuant to this Agreement attributable to bodily injury, sickness, disease or death or to damage to or destructions of tangible property including loss of revenue or expense incurred resulting from disruption of service; and/or caused by any acts or omissions of the Operator, its officers, agents, employees, with respect to activities

undertaken or failing to be undertaken or arising out of this Agreement and/or by the construction, and/or installation of the Works. This clause shall survive the termination of the Agreement.

20.0 As Constructed Drawings

20.1 The Operator shall be responsible for submitting to the County final "as constructed" drawings for the Works. Drawings shall be in AutoCAD version 2013 format.

21.0 Termination

21.1 Upon removal of the Works pursuant to section 13, this Agreement shall be terminated.

22.0 Notices

22.1 Notices required under this Agreement shall be delivered by registered mail to the addresses below and shall be deemed to have been delivered on the third day following the date of mailing. The address of each of the parties for the purposes of this Agreement, unless the a party otherwise advises in writing, is:

For the Operator:

Attention:
HSC Aggregates Ltd.
Bluewater Logging Ltd.
Harold Sutherland Construction Ltd.
323545 East Linton Road, RR#2
Kemble, Ontario
N0H 1S0

For the County:

Attention:
County Clerk
Grey County Administration Building
595th Street East
Owen Sound, Ontario
N4K 3E3

23.0 Warranty

23.1 The Operator warrants that it has taken all necessary steps, done all acts, and obtained all approvals required to give it the authority to enter into this Agreement.

23.2 In the event that any defects or deficiencies are observed in the Works, or warranty claims to the Operator's Work, the County shall give the Operator written notice of such defects or deficiencies. The Operator shall promptly correct such defects or deficiencies. Failure to do so shall be deemed a substantial Default of this Agreement.

23.3 The Operator hereby warrants the workmanship and materials relating to the Works for a period of five (5) years following the End Date and shall remediate any defective workmanship/materials at its own expense in the event that the County delivers a written claim under this warranty within the aforementioned period.

23.4 The provisions of this Agreement relating to the carrying out of the Works shall apply mutatis mutandis to the carrying out of warranty repairs.

23.5 Any dispute relating to the validity of a warranty claim of less than \$25,000 shall be remitted to the Ontario Small Claims Court at Owen Sound. Any dispute relating to the validity of a warranty claim exceeding \$25,000 shall be remitted to a single arbitrator appointed pursuant to the provisions of the Arbitration Act, 1991.

24.0 Assignment

24.1 This Agreement may not be assigned by the Operator without the prior written consent of the County.

25.0 Binding Agreement

25.1 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors, and permitted assigns.

In Witness Whereof the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

THE CORPORATION OF THE COUNTY OF GREY

Brian Milne, Warden

Sharon Vokes, Clerk

We have the authority to bind the County.

HAROLD SUTHERLAND CONSTRUCTION LTD.

Jennifer Sutherland, VP Finance and Admin

Print name & title of 2nd authorized signing officer (if required)

I/we have the authority to bind the Operator.

UNIVERSITY OF MANITOBA
CIVIL ENGINEERING

CS465 - 23
TRAVIS W. CHAN

ALL DIMENSIONS SHOWN ARE APPROXIMATE
CHECK DIMENSIONS ON SITE

NOTES:
1. ALL DIMENSIONS SHOWN ARE APPROXIMATE. CHECK DIMENSIONS ON SITE.
2. THE WORKING IS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE CONSTRUCTION OF BRIDGE STRUCTURES.
3. THE WORKING IS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE CONSTRUCTION OF BRIDGE STRUCTURES.

NO.	DATE	DESCRIPTION
1	10/10/18	ISSUED FOR TENDER
2	10/10/18	ISSUED FOR TENDER
3	10/10/18	ISSUED FOR TENDER
4	10/10/18	ISSUED FOR TENDER
5	10/10/18	ISSUED FOR TENDER
6	10/10/18	ISSUED FOR TENDER
7	10/10/18	ISSUED FOR TENDER
8	10/10/18	ISSUED FOR TENDER
9	10/10/18	ISSUED FOR TENDER
10	10/10/18	ISSUED FOR TENDER

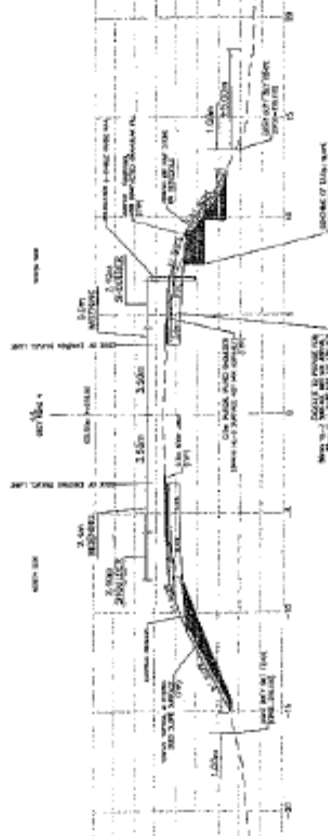
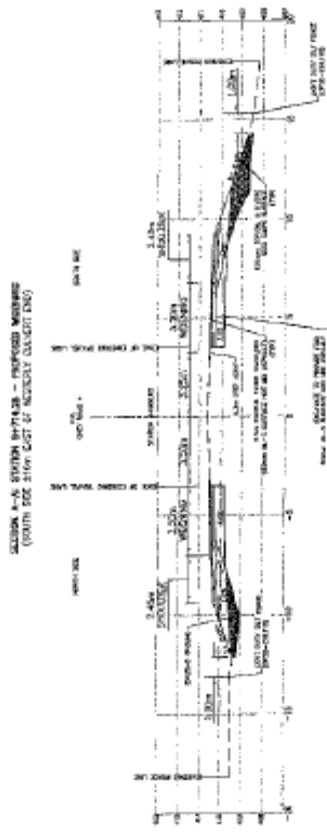
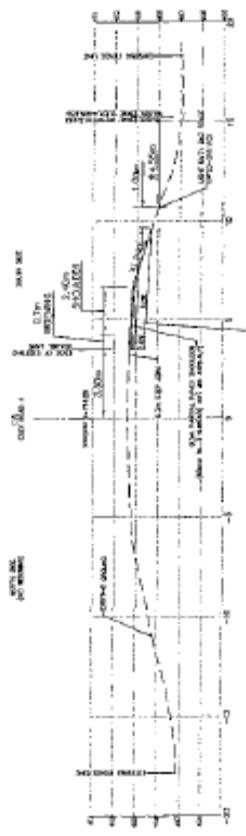
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3. THE WORKING IS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE CONSTRUCTION OF BRIDGE STRUCTURES.

CAUTION:
THE WORKING IS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE CONSTRUCTION OF BRIDGE STRUCTURES.
THE WORKING IS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE CONSTRUCTION OF BRIDGE STRUCTURES.



GENVAR
2000 UNIVERSITY AVENUE, WINNIPEG, MANITOBA, CANADA R3T 5V6
TEL: 204-944-1111 FAX: 204-944-1112
WWW.GENVAR.COM

CROSS SECTIONS & DETAIL
BRIDGE OVER GULLY ROAD, WEST GREY
PROJECT NO. 18-001-001
DRAWING NO. 18-001-001-001



SECTION C-C STATION 4+75.00 - APPROXIMATE
(TYPICAL SECTION WITH COST OF ANALYZED EXISTING)

COMPOSITE OF: (1) BRIDGE (2) GULLY ROAD (3) BRIDGE

SCHEDULE "B"



Application for Encroachment Permit

Permit Number (For Office Use)	
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Applicant Contact Information:

Name	
If Numbered Company, Please Provide Name of Principal Contact Person	
Address (Including Postal Code)	
Telephone Number	
Fax Number	
Email	

Application For:

Commercial		Residential	
Municipal		Recreational	
Public Utility		Other	

Application To:

Construct		Maintain		Repair		Move Existing		Alter - Other	
Remove		Classification Change		Change in Ownership					

Date of Service	
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Description of Works:

The following Works are within the limits of a County Road. The Works will be in place until removal or relocation is requested by the County of Grey. If removal or relocation is requested, such removal/relocation shall be at the sole expense of the Applicant, unless covered under the Public Service Works on Highways Act.

Worksite Location:

Property Owner Name		Property Owner Telephone Number	
Grey Road Number or Road Name		Located on Which Side of Road (N/E/S/W)	
Distance From Nearest Intersecting Road		Name of Nearest Intersection Road	
Nearest Civic Address Number		Amalgamated Municipality	
Concession Number		Lot Number	
Former Township		City / Town	

Work Crosses:

OVER the County Road		UNDER the County Road		The County Road at GRADE LEVEL	
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Work is on the Right-Of-Way for a Distance of _____ feet / metres.

Distance of Works from Center Line _____ feet / metres.

From Property Line _____ feet / metres.

Depth of Works Below Grade of County Road Center Line _____ feet / metres.

Length and Diameter of Pipe / Culvert, if any _____ feet / metres.

If Application is for a water line or sewer approved by or subject to the approval of the Ministry of the Environment or for a water pipe line or sewer in which this Ministry is involved in any way:

Approval Received		Approval Not Received		Not Applicable	
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Please provide a copy of approval with Application.

Indicate which, if any, of the following will be affected:

Road Drainage		Trees, Shrubs, Plantings		Guide Rail		Signs		Nil	
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Four (4) copies of a detailed plan and profile, drawn to scale and the specifications of the encroachment showing the proposed work, location, materials, reinstatement of County property and how the work will be conducted, must accompany each application.

The Applicant understands that:

1. Each encroachment permit application shall be subject to the payment of a fee. The fee shall be submitted with the application. The fee amount is set by the County of Grey from time to time and is available for viewing at the Transportation Services office or on the website.
2. Failure to pay the prescribed fee shall result in the cancellation of the permit.
3. Municipalities are exempt from the encroachment permit fee, but are still responsible for applying for an encroachment permit.
4. The encroachment for which this permit is issued must be completed within six (6) months of the date that the permit is issued or the permit shall be void and cancelled by the County of Grey.
5. An extension of the expiry date may be approved, approved with or without additional conditions, or denied by the County of Grey.
6. If this permit expires and is not renewed, all works constructed, maintained or operated under this permit, if the County of Grey so requests, shall be removed forthwith at no cost to the County of Grey.
7. In addition to the conditions of this permit, the Applicant must meet all of the requirements of the local municipality and any other agency having jurisdiction.
8. An encroachment permit may be cancelled at any time for breach of the regulations or conditions of this permit or for such other reasons as the County of Grey in its sole discretion deems proper.
9. All work authorized by this permit shall be carried out in accordance with approved plans, specifications and any relevant agreement(s), and subject to the approval of the County of Grey. The Applicant must bear all expense related thereto.
10. The Applicant shall complete and provide a Notification of Field Work Form to the County of Grey's Transportation Services Department, 48 hours in advance of the commencement of the approved works.
11. All lane closures shall conform to Ontario Traffic Manual Book 7. Prior to the approved works beginning, the layout shall be provided in writing to the County of Grey.

12. Vegetation on the right-of-way must not be cut or trimmed without the written permission of the County of Grey. Any cutting or trimming permitted must be carried out in compliance with requirements specified by the County of Grey or its authorized agent and at the expense of the Applicant.
13. During the works of the encroachment, the Applicant shall ensure that the operation of the County road is not interfered with and that the right-of way remains free of debris, earth or other material.
14. All work shall conform to the Occupational Health and Safety Act.
15. The Applicant agrees that it shall, at its own expense, procure and carry, or cause to be procured and carried and paid for, full workers' compensation coverage for itself and all workers, employees, and others engaged in carrying out the approved works or, if the Applicant is exempt from the requirement to carry workers' compensation coverage, the Applicant shall provide written confirmation of such exemption to the County of Grey.
16. At all times, both during construction and throughout the entire period of existence of the approved encroachment, the Applicant is at all times responsible for any and all maintenance and repairs necessary to be made to the encroachment work and all parts thereof.
17. If during the life of this permit any Acts are passed or regulations adopted which affect the rights herein granted, the said Acts and regulations shall be applicable to this permit from the date on which they come into force.
18. The Applicant shall indemnify and hold harmless the County of Grey, its officers, members of Council, agents, servants, employees, invitees or licensees from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of this permit attributable to bodily injury, sickness, disease or death or to damage to or destructions of tangible property including loss of revenue or incurred expense resulting from disruption of service; and/or caused by any acts or omissions of the Applicant, its officer, agents, employees, with respect to activities undertaken arising out of this permit and/or by the existence of the approved encroachment.
19. The Applicant shall, at its expense, obtain and keep in force insurance coverage in amounts acceptable to the County. Specific requirements shall be determined by the County on a case by case basis, based on County policy and procedures. No work shall commence without providing the

OFFICE USE ONLY:

Patrol	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D
Inspectors' Recommendations	<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approval Not Recommended <input type="checkbox"/> Referred To Director
Name of Inspector	
Signature of Inspector	
Date	
Comments	

APPROVED

This encroachment permit application has been approved. The permit will expire six (6) months from the date of execution by the Engineering Manager as indicated below. Please submit a completed Notification of Field Work Form to the office 48 hours prior to initiating work.

NOT APPROVED (if not approved, please see comments below)

This encroachment permit application does not conform to County of Grey requirements and therefore will not receive approval. The following outlines the issues preventing approval:

Engineering Manager

Date

Director of Transportation Services

Date

Six (6) Month Expiry Date	
---------------------------	--

Upon completion of the works as noted in this encroachment permit application, the permit holder shall submit a Final Inspection Request Form to the Transportation Services Office.

SCHEDULE "C"



Application for Entrance Permit

Permit Number (For office use)	
--------------------------------	--

Applicant Contact Information (Applicant Must Be The Property Owner):

Name of Owner	
If Numbered Company, Please Provide Name of Principal Contact Person	
Address (Including Postal Code)	
Telephone Number	
Fax Number	
Email	

Contractor Contact Information (If Applicable):

Company Name	
Address (Including Postal Code)	
Telephone Number	
Fax Number	
Email	

Application For:

New Entrance – Residential		Change of Design	
New Entrance – Field / Farm		Temporary	
New Entrance – Commercial/Industrial		Other (Such As Alterations)	
New Entrance – Development (Public Road Intersection)		Change of Usage	

Description of Entrance Location:

Lot Number		Lot Frontage	
Former Township		Concession Number	
Civic Address Number		City / Town	
Amalgamated Municipality		Road Name	
Located on Which Side of Road (N/S/E/W)		Grey Road Number	

Please enclose a sketch of the proposed entrance including, width, depth to bottom of ditch, material to be used, culvert type, size and length.

[Link To OPSD Standards: \(http://www.grey.ca/services/taps/permit-forms-information/process-turnaround-time/\)](http://www.grey.ca/services/taps/permit-forms-information/process-turnaround-time/)

Location Details

- County Road Number
- North Arrow
- Closest Civic Address
- Closest Side Road or Street

Entrance Details

- Entrance Width – 5 m residential
- Radius Size – 5 m residential
- Ontario Provincial Standards for Roads & Public Works (OPSD)

Standard Drawing / Residential Farm

- Surface Type

Culvert Details

- Diameter Size – 0.5 m minimum
- Length – 12 m minimum
- Material – High Density Polyethylene (HDPE) only
- The required fee of \$_____ is enclosed.
Please make payable to Grey County.
- The required security deposit of \$_____ is enclosed.
Please make cheque payable to Grey County.
- The required sketch is enclosed.
- Location has been marked with wooden stake/marker.
- The required insurance documentation is enclosed.

The Applicant understands that:

1. Each entrance permit application shall be subject to the payment of a fee and a security deposit. Both shall be submitted with the application. Both the fee and the security deposit amounts are set by the County of Grey from time to time and are available for viewing at the Transportation Services office or on the website. Upon receipt of the application, both the fee and the security deposit shall be processed. The security deposit will be returned only after an approved final inspection has been completed by County of Grey Staff.
2. Failure to pay the prescribed fee and/or the security deposit shall result in the cancellation of the permit.
3. The entrance for which this permit is issued must be installed within one (1) year of the date that the permit is issued or the permit shall be void and cancelled by the County of Grey.
4. An extension of the expiry date may be approved, approved with additional conditions, or denied by the County of Grey.
5. If this permit expires and is not renewed, all works constructed, maintained or operated under this permit, if the County of Grey so requests, shall be removed at no cost to the County of Grey.
6. In addition to the conditions of this permit, the permit holder must meet all of the requirements of the local municipality and any other agency having jurisdiction.
7. An entrance permit may be cancelled at any time for breach of the regulations or conditions of this permit or for such other reasons as the County of Grey at its sole discretion deems proper.
8. All work related to the installation authorized by this permit shall be carried out in accordance with approved plans, specifications and any relevant agreement(s), and subject to the approval of the County of Grey. The permit holder must bear all expense related thereto.
9. All lane closures shall conform to Ontario Traffic Manual Book 7. Prior to the approved works beginning, the layout shall be provided in writing to the County of Grey.
- 10. The Applicant shall complete and provide a Notification of Field Work Form to the County of Grey's Transportation Services Department, 48 hours in advance of the commencement of the approved works.**

11. Vegetation on the right-of-way must not be cut or trimmed without the written permission of the County of Grey. Any cutting or trimming permitted must be done in compliance with requirements specified by the County of Grey or its authorized agent and at the expense of the permit holder.
12. During construction of the entrance, the permit holder shall ensure that the operation of the County road is not interfered with and that the right-of way remains free of debris, earth or other material.
13. All work shall conform to the Occupational Health and Safety Act.
14. At all times, both during construction and throughout the entire period of existence of the approved entrance, the permit holder is at all times responsible for any and all maintenance and repairs necessary to be made to the entrance and all parts thereof.
15. If during the life of this permit any Acts are passed or regulations adopted which affect the rights herein granted, the said Acts and regulations shall be applicable to this permit from the date on which they come into force.
16. The Applicant shall indemnify and hold harmless the County of Grey, its officers, members of Council, agents, servants, employees, invitees or licensees from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of this permit attributable to bodily injury, sickness, disease or death or to damage to or destructions of tangible property including loss of revenue or incurred expense resulting from disruption of service; and/or caused by any acts or omissions of the permit holder, its officer, agents, employees, with respect to activities undertaken arising out of this permit and/or by the existence of the approved entrance.
17. The Applicant shall, at its expense, obtain and keep in force insurance coverage in amounts acceptable to the County. Specific requirements shall be determined by the County on a case by case basis, based on County policy and procedures. No work shall commence without providing the appropriate proof of coverage to the County of Grey.
18. The Applicant shall be responsible for all damage caused to County of Grey property.
19. Throughout the installation period, the permit holder shall immediately notify the County of Grey of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the road and/or the entrance.

20. The permit holder agrees to protect all survey markers and monuments in the vicinity of the work and agrees to replace all markers and monuments if damaged.

I hereby acknowledge that I have read and understand the County of Grey Entrance Permit Policy and Procedure, the terms of this Entrance Permit Application and further wish to apply for an entrance permit based on these terms, by which I will abide. I have the authority to bind this permit.

Applicant's Name

Date

Applicant's Signature

OFFICE USE ONLY:

Classification of Grey Road (Road Classification Map)	
Designation of Entrance (Section 1 of Procedure)	
Speed Limit (Zone)	
Distance to Nearest Civic Address	(N'S'E'W') From Address No.
Grade of Road From Entrance (3% and Greater)	Left: Right
Required Increase or Decrease of Sight Distance (Table 2 of Procedure) (Only Complete If Above Grade Is Greater Than 3%)	Left : Right:
Minimum Required Sight Distance Factor For Grade (Only Complete If Above Grade Is Greater Than 3%)	Left : Right:
Existing Sight Distance (Section 1 of Procedure)	Left: Right:
Separation From Nearest Entrance on Same Side of Road (Section 2.5 and 3.2 of Procedure)	Left: Right
Number of Entrances (Including Proposed) Within 1 km Same Side of Road	Left : Right: Best Case:

If Near Intersection Give Separation Distance (Section 2.8 of Procedure)	Left: Right:
OPSD Standard	
Lot Frontage	
Required Entrance (OPSD)	Width: Radii:
Culvert Size	Up Stream: Down Stream:
Required Culvert HDPE 210 kpa minimum (Section 3.1.5.3 of Procedure)	Size: Length:
Indicate which, if any, of the following will be affected	<input type="checkbox"/> Road <input type="checkbox"/> Drainage <input type="checkbox"/> Trees/Shrubs <input type="checkbox"/> Signs <input type="checkbox"/> Guiderail <input type="checkbox"/> Nil
Patrol	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D
Inspectors' Recommendations	<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approval Not Recommended <input type="checkbox"/> Referred To Director
Name of Inspector	
Signature of Inspector	
Date	
Comments	

OFFICE USE ONLY:

APPROVED

This entrance permit application has been approved. The permit will expire one (1) year from the date of execution by the Engineering Manager as indicated below. Please submit a completed Notification of Field Work Form to the office 48 hours prior to initiating work.

NOT APPROVED (if not approved, please see comments below)

This entrance permit application does not conform to County of Grey requirements and therefore will not receive approval. The following outlines the issues preventing approval:

Engineering Manager

Date

Director of Transportation Services

Date

1 Year Expiry Date	
--------------------	--

Upon completion of the works as noted in this entrance permit application, the permit holder shall submit a Final Inspection Request Form and Declaration for Holdback Release to the Transportation Services Office.

Schedule "D"

Contractor Health & Safety Agreement

Company Name _____ (the
"Contractor")

Project:

It is our policy objective at the Corporation of the County of Grey (the "County"), to provide all persons within our workplace with a safe environment to work in. It is the County's objective to totally eliminate all accidents through thorough Health and Safety standards. All employees, contractors, sub-contractors, suppliers and any other service providers to our projects must cooperate and make all reasonable efforts to ensure the maximum protection and minimum inconvenience to the general public, occupants, and the environment.

In consideration of being contracted to do work for the County, the Contractor shall follow the following requirements on County projects:

- The Contractor must ensure that all of their employees and sub-contractors have safety training and certifications equal to, or exceeding, the requirements set forth in the current Occupational Health and Safety Act and current regulations.
- The Contractor and all of its employees and sub-contractors on the project must work in conjunction with the County's appointed Health and Safety Representatives. The Contractor and all its employees and sub-contractors must follow Health and Safety policies set forth by the County.
- The Contractor will investigate all accidents and near accidents, and report to the Site Representative and the Health and Safety Representative immediately.
- Health and Safety policies will be reviewed by the Contractor and the County, and be part of all pre-site and site meeting agendas.
- Health and Safety issues will always be given immediate attention by the County and its representatives, and the Contractors and its sub-contractors.

- All applicable current health and safety issues and environmental legislation and regulations are considered the minimum requirements that the Contractor must meet.
- All employees, contractors/sub-contractors, suppliers and visitors/residents must immediately report unsafe conditions, incidents, and accidents to the Project/Site Supervisor or the County's Occupational Health & Safety Coordinator.

The Contractor shall provide and post, in a conspicuous location, a written copy of its Health and Safety Policy, as required under Sections 25 (2)(i) and (k) of the Occupational Health and Safety Act.

Failure to adhere to any of the above stated requirements would jeopardize the Health and Safety of all. Through a safety conscious workforce, the quality of work and production will ensure safe and timely project completion.

ALL accidents will be investigated to determine the causes and corrective actions to prevent recurrence. Any one of the following disciplinary actions will be used for disregard of the Occupational Health & Safety Legislation/Regulation(s) and unsafe work practices, depending on the severity of the occurrence.

Step 1 - Verbal Warning; **Step 3** - Notification of the Minister of Labour re: Project

Step 2 - Written Warning; Violations/Termination of Project.

The County takes pride in the commitment of our employees and contractors, and will take the necessary steps to ensure Health & Safety on all projects.

Acknowledgement

As an authorized representative of the Contractor, I have read and received a copy of the "Contractor Health and Safety Agreement", and agree on behalf of _____ to comply with its requirements, and the requirements of the Occupational Health & Safety Act and Regulations. I will also take all necessary precautions to ensure the health and safety for our employees, suppliers and sub-contractors while on the project, and ensure they are provided with, and are aware of, the preceding requirements.

Contractor Signature: _____ Date: _____

Schedule "E"

Letter of Credit

Agreement Between:

Harold Sutherland Construction Ltd.

And

The Corporation of the County of Grey ("the County")

The branch of the Canadian chartered bank to which this letter of credit relates

(Date of Letter of Credit)

County Clerk
Grey County Administration Building
595 9th Avenue East
Owen Sound, ON N4K 3E3

RE: Harold Sutherland Construction Ltd. (our "Customer")

In connection with an agreement (the "Agreement") dated the _____ day of _____, 20__ between Harold Sutherland Construction Ltd. and the County, the undersigned Canadian chartered bank (the "Bank") hereby establishes an irrevocable letter of credit in favour of the County and authorizes the County from time to time, to draw (make a demand for payment) (inclusive of an interim draw, demand for payment, prior to any default by our customer), of a sum or sums of lawful money of Canada not exceeding the total face value sum of _____ (\$_____) dollars.

Drawings under this letter of credit shall be in the form of a written demand by the County , or by an authorized person for Harold Sutherland Construction Ltd. for payment to the County of a specified sum or sums of lawful money of Canada not exceeding the total face value sum of this letter of credit, and such written demand shall contain a statement by the County certifying that an equivalent amount to the monies drawn pursuant to this Letter of Credit are to be used to meet obligations incurred by Harold Sutherland Construction Ltd.in connection with the obligations of Harold Sutherland Construction Ltd. under the Agreement.

The Bank shall honour, and shall forthwith pay, the County by a cheque or cheques payable to the "Corporation of the County of Grey" such demanded sum or sums of money not exceeding in the aggregate the total face value sum of this letter of credit without enquiring whether the County has a right as between the County and Harold Sutherland Construction Ltd. to make such demand for payment and without recognizing any claim of Harold Sutherland Construction Ltd. Partial drawings are permitted.

It is understood and agreed that the obligation of the Bank under this Letter of Credit is an obligation to pay money only and that in no circumstances shall the Bank be obligated to perform or cause to be performed any work under the Agreement.

This Letter of Credit is for a duration of two calendar years from _____, 20__ until _____, 20__ inclusive, and will expire on that date. It is a condition of this Letter of Credit that it shall be deemed to be automatically extended, without amendment, for a period of one year from the present, or any future expiration date hereof, unless at least sixty days prior to any such date we shall notify you in writing, by registered mail or courier, that we elect not to consider this Letter of Credit renewed for any such additional period.

We hereby agree that drawings under this letter of credit will be duly honoured upon presentation.

Name of the Canadian chartered bank herein: the "Bank"

Signature of Bank Officer

Title of Bank Officer