

Request for Quote

For

Summerland Rodeo Grounds Grading and Surfacing

Project Number:

5330-132

Issue Date:

September 2016

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1. INTRODUCTION

1.1 General

This Request for Quote (RFQ) is being issued by the District of Summerland (the District) who is soliciting Quotes from qualified Contractors with a demonstrated expertise in this type of project.

The general scope of work to be considered under the terms of this RFQ is outlined in Schedule 'A' – Scope of Work.

The Contractor must demonstrate compliance with all applicable bylaws and regulations of the District and all applicable laws of the Province of British Columbia and the Government of Canada.

2. INSTRUCTIONS TO CONTRACTORS

2.1 Responsibility of Contractors

It is the responsibility of the contractor to check the District's website for any addenda. Contractors must acknowledge receipt of all addenda in the quotation package.

2.2 Not a Tender

This RFQ is not a tender call and the submission of any response to this RFQ does not create a tender process. This RFQ is not an invitation for an offer to Contract and it is not an offer to Contract made by the District.

By this RFQ, the District reserves the absolute and unfettered discretion to invite submissions, consider and analyze submissions, select and shortlist Contractors, or attempt to negotiate a Contract with the Contractor that the District considers the most preferable.

2.3 Local Conditions

It is the Contractor's responsibility, either personally or through a representative, to examine the Project site to determine local conditions and all matters pertaining to the Work. The Contractor is fully responsible for obtaining all information necessary for the preparation of their Quote. By submitting a Quote, the Contractor is confirming that he has examined the Project site, or that he has specifically elected not to do so. No additional payment will be claimable or due because of difficulties experienced by the Contractor relating to any condition which was reasonably foreseeable by a Contractor qualified to undertake the Work.

2.4 Contract Documents

Contractors shall carefully examine the Contract Documents and shall fully inform themselves as to all existing conditions and any limitations that may affect the execution of the Work. No consideration will be given, after the submission of a Quote, to any claim that there was any misunderstanding with respect to the terms and conditions imposed by the Contract Documents.

2.5 Submission of Quotes

2.5.1 The Quote shall be submitted in a sealed envelope and directed to the attention of:

Director of Works and Utilities District of Summerland 9215 Cedar Avenue, Box 159 Summerland, BC V0H 1Z0

2.5.2 Quotes are to be submitted on or before 2:00pm PST, Friday September 23 2016 (the 'Closing Time and Date'). Quotes received after the Closing Time and Date will not be considered and will be returned to the Contractor unopened.

- 2.5.3 The Quote shall be submitted on the attached Quote Form as outlined in Schedule 'B' and include:
 - 1. the Contractor's legal status and business address;
 - 2. a description of similar work previously performed by the Contractor;
 - 3. list any proposed subcontractors;
 - 4. signatures of a duly authorized official and, in the case of a Corporation, be sealed with the Corporate Seal.
- 2.5.4 The cover of the Quote envelope shall include the name and address of the Contractor, the **Project Number 5330-132**, and be clearly marked "Rodeo Grounds Grading and Surfacing".
- 2.5.5 Written amendments to a Quote will be permitted if they are received prior to the Closing Date and Time and are endorsed by the same parties who signed and sealed the original Quote. All amendments shall include the name and address of the Contractor, the Project Number 5330-132, and be clearly marked "Rodeo Grounds Grading and Surfacing".
- 2.5.6 Quotes submitted by facsimile or other electronic media will not be accepted.

2.6 Addenda

- 2.6.1 A Contractor must immediately notify the District if they find discrepancies or omissions in the Contract Documents or if they have any doubt as to the meaning or intent of any part of the Contract Documents.
- 2.6.2 Every request for an interpretation shall be made in writing and addressed and forwarded to:

Maarten Stam

Manager of Works
District of Summerland
9215 Cedar Avenue, Box 159
Summerland, BC V0H 1Z0
mstam@summerland.ca Fax: 250-494-3399

- 2.6.3 All responses to queries regarding this RFQ will be made in a form of a written addendum.
- 2.6.4 The District will not be responsible for or be bound by any verbal instructions, interpretations, or explanations issued by its officials, employees, agents, successors, or assigns.
- 2.6.5 All addenda will become a part of the Contract Documents. Contractors must acknowledge receipt of all addenda in their Quote.
- 2.6.6 Addenda may be issued up to 48 hours prior to the Closing Date and Time. After this time the RFQ will be considered complete and no further Addenda will be issued.
- 2.6.7 Addenda will be posted on the District's website at http://summerland.ca/business-economy/bids-tenders.
- 2.6.8 For emailed or faxed inquiries, the Contractor takes full responsibility for the risk that the inquiry may not reach the intended recipient.

2.7 Acceptance or Rejection of Quotes

- 2.7.1 The District reserves the right to:
 - consider and analyze Quote submissions:

- meet with the Contractors, either individually or collectively, to discuss the RFQ and their submissions;
- negotiate any changes, amendments, or modifications with the preferred Contractor, without offering the other Contractors the right to amend their Quotes;
- cancel this RFQ at any time without incurring liability to any Contractor;
- reject any or all Quotes;
- not accept the Quote with the lowest Contract Fee; and
- alter any aspects of this RFQ.
- 2.7.2 A Quote may be rejected for reasons that include, but are not limited to, the following:
 - the District considers a Quote is not in the District's best interest;
 - the District deems that the Contractor has not allotted sufficient staff or hours of work to perform the Work in accordance with the Contract Documents;
 - incomplete, conditional, or non-compliant submissions;
 - obscure or irregular erasures or alterations;
 - omitted or unbalanced prices;
 - insufficient or irregular guarantees;
 - insufficient evidence of qualifications, experience, financial stability, or capacity to perform the Work; or
 - sub-standard performance of similar Work.
- 2.7.3 The Director will notify the successful Contractor through the issuance of a formal written 'Notice of Award'.

2.8 Validity Period

Quotes shall remain valid and irrevocable for 60 days after the Closing Date and Time.



3. CONTRACT

Rodeo Grounds Grading and Surfacing

Reference Number: 5330-132							
THIS CONTRACT made in duplicate and entered into effective as of theday of							
BETWEEN: The Corporation of the District of Summerland Works and Utilities Department Box 159, 9215 Cedar Avenue Summerland, BC V0H 1Z0 (hereinafter referred to as the "District")							
AND: (hereinafter referred to as the "Contractor")							

NOW THIS CONTRACT WITNESSETH that in consideration of their mutual rights and obligations to one another as hereinafter set forth the parties hereto agree as follows:

1.0 Contract Description

The Work for which this Contract pertains to is titled **Rodeo Grounds Grading and Surfacing** and hereinafter shall be referred to as the "Project".

2.0 Contract Documents

The Contract Documents, in order of precedence, for which this Contract pertains, are:

- Instructions to Contractors
- General Conditions
- Schedule 'A' Scope of Work
- Schedule 'B' Quote Form
- Schedule 'C' Site Plan
- Schedule 'D' Sieve Analysis

Where there is a conflict between the wording and interpretation of the Contract Documents the wording or interpretation contained in the Contract Document with the highest precedence shall apply.

3.0 Successors or Assigns

- 3.1 This Contract and the terms and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 3.2 Neither party shall assign this Contract, or any portion thereof, without the prior written consent of the other.

4.0 Applicable Laws

4.1 This Contract shall be governed by all applicable bylaws and regulations of the District and all applicable laws of the Province of British Columbia and the Government of Canada.

5.0 Waiver

5.1 The waiver by the District of any breach of this Contract by the Contractor, shall not require, nor be construed to require, the District to waive any subsequent breach of the same condition, covenant, or obligation.

6.0 Indemnification

- 6.1 The Contractor shall indemnify and save harmless the District, its elected officials, officers, agents, servants and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them and the District, by reason of any act or omission of the Contractor, their agents, employees, or subcontractors in the execution of the Work and shall pay any and all legal or other costs incurred by the District as a result of such act or omission.
- 6.2 The Contractor hereby waives all rights of recourse against the District, its elected officials, officers, agents, servants and employees with regard to damage to the Contractor's property.

7.0 Entire Contract

7.1 This Contract constitutes the sole and entire Contract between the District and the Contractor relating to the Work and completely supersedes and abrogates any prior Contracts existing between the District and the Contractor whether written or oral.

8.0 Notification

- 8.1 All Notices shall be in writing.
- 8.2 Notices between the parties shall be considered to have been received by the addressee:
 - on the date of delivery if delivered by hand to the individual or to a member of the company for whom they are intended;
 - within one working day if sent by email;
 - within five working days if sent by mail or fax.
- 8.3 Notices must be sent to the following addresses:

the District of Summerland at

Works and Utilities 9215 Cedar Avenue, Box 159 Summerland, BC V0H 1Z0 Telephone: (250) 494-0431

Fax: (250) 494-3399

and Contractor Name at

this Contract on the day and year written above by

4. GENERAL CONDITIONS

4.1 Definitions

In the Contract Documents, unless the context requires otherwise,

- a. Contract Documents means the documents outlined in Section 3 Contract.
- b. Contract Fee means the lump sum rates as outlined in Schedule 'B' Quote Form.
- Contractor means the individual, firm, co-partnership, or corporation retained by the District to perform the Work in accordance with the Contract Documents.
- d. **Contractor's Superintendent** means the Contractor's on site representative who is responsible on a daily basis to ensure the Work is completed in accordance with the Contract Documents.
- e. **Director** means the Director of Works and Utilities, as appointed by the Council of the District, and his duly appointed representative.
- f. **District** means the Corporation of the District of Summerland.
- g. District's Representative means that person or persons appointed by the Director to manage and administer the Contract.
- h. **Equipment** means anything and everything, except persons and material, used by the Contractor in the performance of the Work.
- Person means an individual, a body corporate, a firm, partnership, association, or any other legal entity or an employee or agent thereof.
- j. **Work** means all materials, labour, equipment, transportation, traffic control or other ancillary items required by the Contractor to complete the Work, in accordance with the Contract Documents.

4.2 Notice to Proceed

- 4.2.1 The Director will issue a formal Notice to Proceed.
- 4.2.2 The Contractor must commence the Work on the date specified in the Notice to Proceed.

4.3 Changes to the Scope of Work

- 4.3.1 Where the District requests the Contractor to provide Work that the Contractor considers is not included in the original scope of work, the Contractor must notify the District that a change order will be required.
- 4.3.2 The District shall not be required to pay for any Work not included in the Scope of Work unless the Director approves a Change Order prior to the Contractor performing the Work.

4.4 Payment

- 4.4.1 The Contract Fee shall be firm, expressed in Canadian currency, and shall be all inclusive for the Work. GST shall be in addition to the Contract Fee.
- 4.4.2 The District will pay the Contractor within 30 days from the date the Contractor submits an invoice for payment.
- 4.4.3 The Director may request the Contractor to submit, at no cost to the District, with the final invoice, a Statutory Declaration or other proof, that there are no outstanding costs, assessments, liens, or claims against the Contractor or against the District's property arising out of or in connection with the Work.

4.5 Taxes, Tariffs, and Duties

4.5.1 The Contractor is responsible for all taxes, tariffs, and duties applicable to labour, Work and equipment and these taxes, tariffs, and duties shall be included in the Contract Fee. Notwithstanding, GST shall be billed as a separate item.

4.6 Payment Withheld

- 4.6.1 The District may withhold or nullify the whole or part of any payment to the extent necessary to protect themselves from loss due to one or more of the following:
 - a. the Contractor is not performing the Work to the satisfaction of the Director;
 - b. defective Work is not being remedied;
 - c. there is an affidavit, claim of lien, or lien filed against the equipment on which the Work is done or is being done, or reasonable evidence of the probable filing of an affidavit, claim of lien, or lien;
 - the Contractor is failing to make prompt payments to anyone employed by the Contractor in connection with the Work; or
 - e. an unsatisfied claim exists for damages caused by the Contractor in connection with the Work.
- 4.6.2 Where subcontractors or suppliers of material are not receiving prompt payment, the District may deduct the amount of such payments from amounts otherwise due to the Contractor and will, if deducted, hold these funds in trust until such time as the Contractor has resolved the issue to the satisfaction of the Director.

4.7 Inspection of Work

- 4.7.1 The District's Representative may, at any time, enter into any place or premises where the Contractor is undertaking Work to inspect the Work and to ensure the Work is being performed in accordance with the Contract Documents.
- 4.7.2 The District's Representative, upon written notice to the Contractor, has the authority to stop the Work or to order the Contractor to take remedial action where,
 - the Contractor is not performing the Work in accordance with the Contract Documents; or
 - he is of the opinion that there exists a danger to life or to property.

The Contractor shall immediately obey the provisions of the notice and will not be entitled to any extra payment unless approved by a Change Order.

4.7.3 The District is not required to make inspections. Inspections made by the District do not relieve or release the Contractor from being responsible for the supervision of its operations under this Contract, from making its own inspections, and for ensuring the Work is being performed in accordance with the Contract Documents.

4.8 Supervision and Labour

4.8.1 The Contractor shall provide a competent Superintendent. The Superintendent shall represent the Contractor and, in the Contractor's absence, directions given to the Superintendent from the District's Representative shall be held to be given to the Contractor.

4.9 Subcontractors

- 4.9.1 The Director has the right, without any liability to the District, to reject any proposed subcontractor and to require the Contractor to substitute another subcontractor that is acceptable to the Director.
- 4.9.2 Subcontractors approved by the Director shall not be changed without the written consent of the Director.

4.10 Wages and WorkSafeBC

- 4.10.1 The Contractor shall comply with the requirements of the British Columbia Employment Standards Act, the Workers Compensation Act, and all other applicable federal and provincial legislation regarding wages and labour regulations.
- 4.10.2 The Contractor shall, upon request by the District, provide proof of payment in good standing with WorkSafeBC.

4.11 Certificates of Insurance

- 4.11.1 The Contractor shall provide, maintain, and pay for the following insurance policies with insurers licensed in British Columbia, providing coverage to the Contractor and any subcontractor performing Work provided by this Contract:
 - a. Comprehensive General Liability Insurance;
 - b. Automobile Liability Insurance.
- 4.11.2 Comprehensive General Liability Insurance
 - a. The Contractor shall provide Comprehensive General Liability Insurance with limits of not less than \$5,000,000 inclusive per occurrence for personal injury, death, liability assumed under this contract, and damage to property.
- 4.11.3 Automobile Liability Insurance
 - a. The Contractor shall provide and maintain a minimum of \$5,000,000 liability insurance in respect of owned, non-owned, leased, rented, licensed, and unlicensed vehicles or equipment used in performance of this Contract.

4.12 Removal of Liens

4.12.1 The Contractor shall immediately remove, at their own expense, all liens filed or registered against the District's equipment or the District's property.

4.13 Permits

4.13.1 The Contractor shall, at their own expense, procure all permits, certificates, and licenses required by law for the execution of the Work.

4.14 Bankruptcy or Default by Contractor

- 4.14.1 If the Contractor:
 - is adjudged bankrupt; or
 - makes a general assignment for the benefit of creditors due to insolvency; or
 - has a receiver appointed because of his insolvency,

the District may, without prejudice to any other of the District's rights or remedies, give the Contractor, the receiver, or the trustee written notice and terminate the Contract.

- 4.14.2 If the Contractor fails to perform the Work in accordance with the Contract Documents, the District may provide written notice informing the Contractor that he is in default of his contractual obligations and instruct the Contractor to correct the default within five days, or such other longer specified time as outlined in the notice.
- 4.14.3 If the Contractor fails to correct the default within the time specified, the District may, without prejudice to any other of the District's rights or remedies,

- correct the default and deduct the District's direct costs from any payment owing to the Contractor or any security held by the District; and/or
- deduct any portion of the remaining Work from the Contract; or
- terminate the Contract.

4.15 Dispute Resolution

- 4.15.1 The Director shall be the interpreter of the requirements of the Contract.
- 4.15.2 In the event of any Dispute, which shall be any disagreement or misunderstanding between the District and the Contractor after initial attempts at resolution, either party may provide the other with a written summary of the Contract question at issue and the redress sought.
 - Within fourteen calendar days of receipt of such communication the recipient shall acknowledge and respond in writing addressing all the issues raised in the initial communication or request a time extension.
- 4.15.3 If a party does not provide any written response to the written communication issued as per the foregoing, the communication will be deemed to have been accepted by the receiving party.
- 4.15.4 If there is an exchange of communication and issues remain unresolved, both parties shall:
 - make immediate bona fide efforts to resolve the outstanding issues by amicable negotiations involving the assistance of senior persons in both parties' organizations and;
 - provide frank, conditional, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.
- 4.15.5 If the dispute cannot be settled within fourteen calendar days of the end of the above negotiations, or such other time period as agreed to by both parties, the dispute may be referred to and finally resolved by arbitration conducted by a single arbitrator, agreed to by both parties, and under the rules of the British Columbia International Commercial Arbitration Centre. The place of arbitration shall be in Summerland, B.C. unless otherwise agreed to by both parties. The findings of the arbitrator shall be final and binding upon both parties.
- 4.15.6 The Contractor shall not delay any of the Work on account of or during any dispute, negotiation, or arbitration proceedings. The parties shall each bear their own costs throughout the process and the costs of a mediator or arbitrator shall be divided equally between the parties.

4.16 Termination Notice

A termination notice shall be in writing, delivered by registered mail, and specify the date the Contract will be terminated and the date the Contractor must vacate the place of Work. Termination notice must be a minimum of 30 days unless the termination is due to fraud, dishonesty, bankruptcy, default, or other significant issue that irrevocably damages the relationship between the District and the Contractor.

4.17 Remedies

- 4.17.1 On any early termination of the Contract by the District:
 - a. The District shall pay to the Contractor the money owing to them under this Contract to the date of termination and upon such payment being made the District shall have no further obligation to the Contractor under this Contract; and
 - b. If the Contractor's right to perform the Work is terminated in accordance with the provisions of the Contract, the District shall not be liable to the Contractor for any damage or loss, including economic loss, sustained, or suffered by the Contractor as a result of any action taken by the District.

SCHEDULE 'A' - SCOPE OF WORK

The Works and Utilities Department is requesting quotes from qualified Contractors for the **Rodeo Grounds Grading and Surfacing project** (the "project") which includes the following works at the Summerland Rodeo Grounds located at 18707 Bathville Rd in Summerland (the "site"):

- 1. The existing ring footing material will be excavated and deposited at an approved location in the rodeo grounds parking lot within 100 metres from the excavation site. The area of the ring is 3920m² and the estimated volume of material for removal is 370m³. The District is looking for an optional price to haul the material to the Summerland Sanitary Landfill, 1.2kms from the site.
- 2. The excavated surface will be graded and compacted to 98% SPD to create the "subbase".
- 3. 150mm of 13mm minus crusher dust (the "base") is to be installed and compacted to 98% SPD at uniform depth on the subbase. The volume of base material is 588m³.
- 4. 50mm of surface material (the "footing") will be installed on the base with the option to increase the thickness. A sieve analysis of an outdoor arena is included as Schedule D to show desired particle size distribution.

Alternative approaches to the project may be submitted with rationale and prior experience to justify recommendations.

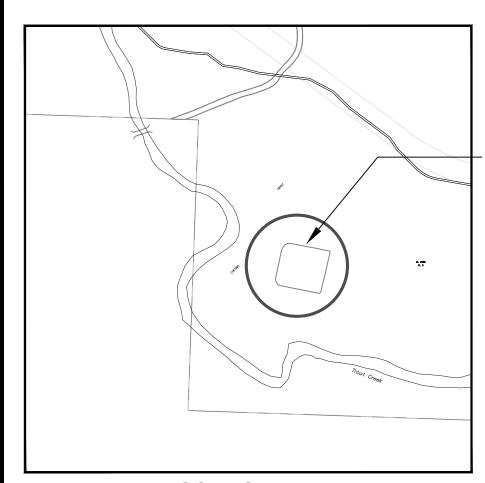
A drawing of the site and detailed information is attached as Schedule C.

SCHEDULE 'B' – QUOTE FORM

The Contractor may provide information				p 4.90.
Contact:				
Company Name:				
Address:				
Description of Similar Work Pre	viously Performed			
List of Subcontractors				
Contact:	Conta	act:		
Company Name:	Comp	oany Name:		
Address:	Addre	ess:		
Lump Sum Rates				
The Contractor must provide a Lui shall be all inclusive and include, b taxes and levies, excluding GST,	out not be limited to, all n	naterials, labour,		•
Table 1				
Description of Work		Area (m²)	Price per m ²	Extended

Description of Work	Area (m²)	Price per m ²	Extended Price
Excavate and remove existing material, grade and compact subbase to 98% SPD (estimated volume of removal is 370m³)	3920		
150mm depth crusher dust base supply and install and compact to 98% SPD	3920		
50mm depth surface mix supply and install	3920		
Option to supply and install additional 25mm depths of surface material	3920		
Total Lump Sum Price (excluding GST)			

CONTRACTOR by its authorized signatories:						



RODEO GROUNDS GRADING AND SURFACING

SCHEDULE 'C' - PROJECT DRAWING

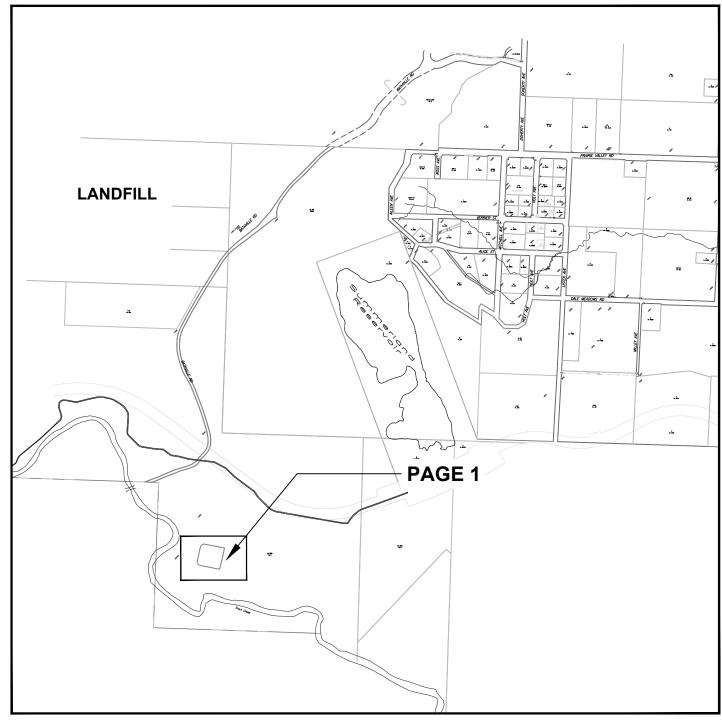
LOT PLAN DD19829 DL 2886

SUBJECT AREA

LIST OF DRAWINGS

PAGE 1 - PLAN AND PROFILE

LOCATION PLAN



KEY PLAN

ENVIRONMENTAL NOTES: **SCHEDULE 'C' - PROJECT DRAWING** - USE BEST MANAGEMENT PRACTICES DURING CONSTRUCTION. ADJUST WORK ACTIVITIES DURING PERIODS OF HEAVY RAIN TO PREVENT SEDIMENTS FROM ENTERING NEIGHBOURING CREEK. - CHECK ALL EQUIPMENT FOR FLUID LEAKS PRIOR TO ENTERING THE WORK AREA. - A SPILL KIT IS TO BE MAINTAINED ON SITE THROUGHOUT THE CONSTRUCTION PERIOD. HB GENERAL CONSTRUCTION NOTES: EX. 19mm PVC WATER SERVICE 1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO SUMMERLAND STANDARD SPECIFICATIONS AND DRAWINGS UNLESS OTHERWISE NOTED ON THIS DRAWING. HB 2. REPAIR AND/OR REPLACE ALL INFRASTRUCTURE/PRIVATE PROPERTY DAMAGED OR REMOVED DURING CONSTRUCTION, TO BETTER THAN, OR EQUAL TO PRE-CONSTRUCTION CONDITION. **DETAILED CONSTRUCTION NOTES:** ① GRADE EXISTING GROUNDS AS SHOWN ON THE DESIGN PROFILE AND COMPACT TO 98% SPD -SURFACE MATERIAL ② SUPPLY AND INSTALL 150mm - 13mm CRUSHER DUST BASE, COMPACT TO 98% SPD BASE (CRUSHER DUST) ③ SUPPLY AND INSTALL TOP SURFACE MATERIAL 50mm THICK WITH OPTION TO INCREASE THICKNESS REPLACE IRRIGATION LINE IF DAMAGED DURING CONSTRUCTION HB GRADED SUBBASE **SECTION A-A SECTION B-B** -FOOTING FOOTING 621 621 621 621 -BASE -EXISTING GROUND -EXISTING GROUND -GRADED SUBBASE -GRADED SUBBASE 620 620 620 620 *SURFACE MATERIAL INSTALLED AT 50mm THICKNESS WITH OPTION TO INCREASE WATER MAIN APPROVED FOR: DOMESTIC SERVICE ♦ 2" SELF DRAINING STANDPIPE • □ PRO CLEAN OUT SCALE: HORZ.NTS VERT.NTS RODEO GROUNDS DESCRIPTION SUMMERLAND SANITARY MAIN IRRIGATION SERVICE WATER VAULT / PRV ■ EX INSPECTION CHAMBER SERVICE BOX DRAWN JM FIELD BOOK **GRADING & SURFACING** STORM MAIN POLE MOUNT TRANSFORMER PUBLIC WORKS ${\bf O}^{\rm STM \, MH}_{\rm \ EX} \, {\rm STORM} \, {\rm MANHOLE}$ PAD MOUNT TRANSFORMER BLOWOFF ● DRY WELL U/G ELECTRICAL EX STORM MANHOLE CULVERT STORM OUTFALL MFE MAIN FLOOR ELEVATION HB HOSE BIB DRAIN SERVICE SPRAY CATCH BASIN MANHOLE CATCH BASIN SUMMERLAND POWER DATE: SEPTEMBER 20 O/H ELECTRICAL PLAN & PROFILE NOT IN USE O EX SANITARY MANHOLE PROJECT No.: 5330-132 * STREET LIGHT POWER POLE PRO SANITARY MANHOLE SO EX CLEAN OUT ABANDON

SCHEDULE 'D' - SIEVE ANALYSIS

