TOWN OF PELHAM

MUNICIPAL SQUARE ROAD EXTENSION

Project EO 80416

April, 1980 .

ADDENDUM NO. 2

May 16, 1980

This addendum forms part of the Contract Documents. Include the related costs in the tender price. Insert the addendum behind the cover page of the contract documents.

1. SECTION: FORM OF TENDER

Addendum No. 1, Page 10, Section 'L' - Provisional Items

DELETE ITEM NO. L.004

Timber shoring left in place on written orders of the Engineer.

TOWN OF PELHAM

MUNICIPAL SQUARE ROAD EXTENSION

Project EO 80416

April, 1980

ADDENDUM NO. 1 May 8, 1980

This addendum forms part of the Contract Documents. Include the related costs in the tender price. Insert the addendum behind the cover page of the contract documents.

1. SECTION - FORM OF TENDER

Replace Form of Tender with the following pages:

EO 80416 ADDENDUM NO. 1
Page 1

FORM OF TENDER

FT.01 TENDER PRICE

- Offer by Name Wm. Duffin Contracting Ltd.
 Address R.R. #2, Welland, Ontario
 Date May 22nd, 1980
 - To The Corporation of the Town of Pelham
- A. We, the undersigned, having examined the site of the Work, having carefully investigated the conditions pertaining to the Work and having secured all the information necessary to enable us to submit a bona fide tender, and having inspected all the Contract Documents, hereby agree to enter into a contract and to perform all the Work in a good and Workmanlike manner in accordance with the Contract Documents to the satisfaction of the Engineer for the total tender price of

dollars (\$ 112,837.09)

FT.02 CONTINGENCIES AND ALLOWANCES

A. We agree that the tender price includes the contingency sum of \$7,500.00 and that no part of this sum shall be expended without the written direction of the Engineer, and any part not so expended shall be deducted from the tender price.

FT.03 QUANTITIES

A. The tender price is compiled from the Schedule Of Tender Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the prices in the schedule.

FT.04 ADDITIONS AND DEDUCTIONS

- A. We agree that the valuation of additions to, and deductions from, the contract shall be made as follows -
 - The prices in the Schedule Of Tender Prices shall apply where appropriate.
 - If the prices in subsection 1 are not appropriate, valuation will be made by one of the following methods -
 - (A) The Engineer may ask the Contractor for a quotation for the proposed Work.
 - (B) If the quotation referred to in (A) above is not accepted by the Engineer, the actual cost of the Work will be determined as the total of only the following -
 - (1) Actual cost of labour, including such items as Workmen's Compensation and Unemployment Insurance.
 - (2) Actual cost of materials to be incorporated into the Work, including such items as freight and taxes.
 - (3) For Work done by the Contractor, an amount equal to 15 percent of the totals from subsections (1) and (2) above, which shall constitute overhead and profit of the Contractor.

EO 80416 ADDENDUM NO. 1

- - (3) Record of equipment and chant habited a new uplies oper ten than 5000 remain lates shall be not settled? In the current edition of the current so that
 - 3. Whenever extra work as deshap performed under subjection 1(1) above, we agree to submit daily reports in writing to leading the total chargeshie costs incurred for the day. Valvetion of the extra Work being so performed will be made only on the basis of the approved daily reports.

PT . 05. - A DIDENTIA

have aggree that we have necessed aggents, AI, to (2 distinctive) and the header of its introdes the proximate set out in such aggents.

PE-06 COMPLETION

- A. We agree to commence Wisk so specified to proceed continuously by the completing of Al-Underground West, and Process Society West, 1980. Program Pose will be defined as took constraints for Time! Sub-society and 200 and compacted Gramming. A
- b. We deree to commends remaining Subject Work of October 45, 1998 and proceed combinators to the completion of Fill Subject Work by Deputing Las. 1980.

TT-07- ALTERNATIVES

- A. More alrematives the show in elle form of Tender, the landster shall price the alrematives and enter the depen expensive alremative for the first in the local Tender Price.
- A. The four of Palmay will decide which disputatives with he choose, more mecessarily the least expensive and biotropal tenter rates will be adjusted according to
- C. Parlure to price all alternatives any least to disqualification of tender

PT.08 WATERIALS SUPPLIED BY SURE

A. The domes will supply the addiction untorinate:

150 m of 200 mm diameter these 2400 M.C. Salitanov Senes there

160 m of 200 mm diameter Class 2500 M.C. Sanitanov Senes Time

1 section of 1200 mm diameter prepare manuals. I 1/m. in depth.

- 200 mm diameter asbestos cement pipe,
- bedding - Class 'B' - (E-80416-198)

The Owner will supply all 168 m of Class 1500 pipe for Items A.005, A.004, A.005, The Owner will upply only 150 m of Class 2400 pipe for Items A.00F and A.002.

The Contractor will supply remaining 19 m of Class 2400 nine for items A:001 and A:002.

A STATE OF THE STA	Manh		Approx. Depth	Taliy	Estimated	>		
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.002	62	S31	3.0 240	10 · · ·	90	\$ 47	.85	\$ 4,306.50
.003	\$3	· \$4	1.3 15	00 m	69	\$ 32.	75	\$ 2,259.75
.004	S4	\$57~	.2.3 2 13 6	30 m	C/ 58	\$ 39	31	\$ 2,279.98
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Section C - Sanitary Manholes

Owner will supply one section of 1200 mm diameter precast manhole, 1.2 m in depth.

Item No.	Manhole No.	Diameter (mm)	Approx. Depth (m)	Type	Dwg. No.	Unit	TOTAL
C. 001	s1	1200	4.4	Semi- Precast and Drop	E-80416-L6M	Lump Sum	\$ 1,700.00
C. 002	S2	1200	3.0	Precast	E-80416-L14M	Lump Sum	\$ 1,200.00
g.003	s3	1200	4.5	Precast and Drop	E-80416-L14M	Lump Sum	\$ 1,700.00
C.004	S 4	1200	1.8	Precast	E-80416-L14M	Lump Sum	\$ 800.00
C.005	85	1200	2.8	Precast	E-80416-L14M	Lump Sum	\$ 1,000.00
C.006	86	1200	2.7	Precast	E-80416-L14M	Lump Sum	\$ <u>1,000.0</u> 0
					Total - Section	on C	\$ 7,400.00

Section D - Sanitary Service Pipe

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Item No.	Description	Unit	Estimated Quantity	Unit Price	TOTAL
D.001 .	Supply & install 150 mm diameter asbestos cement Class 2400 sanitary service pipe, including all connections	m	105	\$ 42.59 Stal - Section D	\$ <u>4,471.9</u> 5 \$ 4,471.95

Item No.	Description	Unit	Estimated Quantity	Unit Price	TOTAL
g.001	250 mm diameter concrete		•		•
	catchbasin leads -	10	28	\$ 52.57	\$ 1,471.96
	C.S.A. A257.1 E.S.	19 .	20	Y 32.37	Y 45 H 1 L 6 J O
.002	300 mm diameter concrete			,	
	catchbasin leads - C.S.A. A257.1 E.S.	m	33	s 54.00	s 1,782.00
	U.S.A. R257.1 E.S.	211	33	* * * * * * * * * * * * * * * * * * * *	1
.003	Supply & place 600 mm x	•			•
	600 mm precast concrete				
	catchbasin, including frame and grate, complete	each	. 6	\$ 550.00	\$ <u>3,300.</u> 00
	•	•	•	m	\$ 6,553.96
	·	1		Total - Section E	9
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Section	r - Watermain				
	ative I - ASBESTOS CEMENT PIPE			*	
			<u> </u>		
Item	•		Estimated		
∛o.	. Description	Unit	Quantity	Unit Price	TOTAL
F.001	Supply and install 150 mm diameter asbestos cement Class 150 Watermain (excluding crossing of track)	nı	· 409	\$ 49.18	\$ 20,114.62
		,	•	Total Section F Alternative I	\$ 20,114.62
				•	
uterna	ative II - DUCTILE IRON PIPE		•		
F.001	Supply and install 150 mm				
	diameter Ductile Iron Class 52 Watermain				
	(excluding crossing of		•		
	track)	m	409	\$ 53.27	s 21,787.43
				Total Section F	\$ 21,787.43
			•	Alternative II	
Aterna	ntive III - POLYVINYL CHLORIDE	PIPE			
7.001	Supply and install 150 mm				
	diameter PVC Watermain	<u>.</u>	•		•
	Class 150 (excluding cross-			. 50 07	. 21 707 /2
	ing of track)	m	409	\$ 53.27	§ 21,787.43
	;	* 1 :-		Total Section F Alternative III	\$ 21,787.43
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EO 80416 ADDENDUM NO. 1

Page 6

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Section I - Continued

Item No.	Description	Unjt	Estimated Quantity	Unit Price	TOTAL
I .008	Fine grade boulevards using material from topsoil stockpile and place to 100 mm depth	Sq. m	1,800	FORWARD \$ 0.29	\$ 28,260.00 \$ 522.00
I.009	Supply and place nursery sod (this item may be deleted from the contract at the discretion of the Town of Pelham)		1,800	\$ 1.49	\$ <u>2,682.0</u> 0
				Total - Section	s <u>31,464.00</u>

$\underline{\textbf{Section} \ \textbf{J} - \textbf{Road Surface}}$

Alternative I - Hot Mix Asphalt

Item	Description	Unit	Estimated Quantity	Unit Price	TQTAL
J.001	Supply & place 38 mm Hot Mix HL6 base course for roadways	Tonnes	210	\$32 . 00	\$ 6,720.00
J.002	Supply & place 38 mm Hot Mix HL3 surface course for roadways	Tonnes	210 Total -	\$32.00 Section J, Alt I	\$ 6,720.00 \$ 13,440.00
Alterna	utive II — Cold Mix Asphalt	,			
J.001	Supply & place 75 mm HL4 aggregate	Tonnes	370	\$11.70	\$ 4,329.00
J.002	Supply & place choke aggregate	Tonnes	22	\$ 6 . 00	\$ 132.00
J.003	Supply & place asphalt emulsion	Litres	31,500	\$0.163	\$ 5,134.50
•		·	Total - S	Section J, Alt II	\$ <u>9,595.5</u> 0

EO 80416 ADDENDUM NO. 1
Page 9

Ltem No.	Description	Unit	Estimated Quantity	Unit Price	TOTAL
ALTERNAT:	IVE I - BORING				
K.001	Supply and install 90 mm diameter welded steel		•		
	liner pipe under tracks by boring and jacking	m .	1.3	\$ 101.00	\$ 1,313.00
				Total Section K Alternative I	\$ 1,313.00
ALTERNAT:	IVE II - OPEN CUT			•	
K.001	Supply and install 90 mm diameter welded steel liner pipe under tracks by open cut method including complete Granular 'A' back-				
	fill placed in 150 mm lifts compacted to 100 Standard Proctor Density with last				•
	150 mm below ties to be 19 mm clear stone	m	1.3	\$ 42.00 Total Section K	\$ 546.00
	·	Alternative II		\$ 546.00	
Section	T - Provisional Items	ny vapo alare pain gano essa linco linco linco inter el bere este esse e sen e se	ng tuan tuan galai raigi arka tuan dan mang aran dan bang tuan -ink tuan dan dan		
Item No.	Description .	Unit:	Estimated Quantity	Unit Price	TOTAL
L.001	Remove 'soft spots' in treno and replace with 19 mm crush run including disposal of surplus excavated material		100	\$ 11.70	\$ 1,170.00
ւ.002	Grader rental 100 H.P. minimum tanden drive (operated)	Hr.		\$ 40.00	\$ 400.00
L.003	Supply and application of calcium chloride for dust control on roadways	Tonnes		\$330.00	\$ 330.00
	Timber shoring left in place on written orders of				
	Engineer	Cu. m	12	\$	\$ 1,000,00
	• •		Total	l - Section L	\$ 1,900.00

EO 80416 ADDENDUM NO. 1 Page 10

	•		* · · · · · · · · · · · · · · · · · · ·			
SUMMARY					TOTAL	
SECTION A -	SANITARY SEWERS			\$	13,561.70	
SECTION B -	CROSSING OF TRACK WITH SANITARY SEWER					
•	Alternative I - Boring	\$	3,058.00	* \$	1,782.00	
	Alternative II - Open Cut	\$	1,782.00	*5	1,702.00	
SECTION C -	SANITARY MANHOLES			\$	7,400.00	
SECTION D -	SANITARY SERVICE PIPE		. •	\$	4,471.95	
SECTION E -	STORM SEWER APPURTENANCES			٠\$	6,553.96	
SECTION F -	WATERMAIN					
	Alternative I - Asbestos Cement Pipe	\$	20,114.62		•	
	Alternative II - Ductile Iron Pipe	\$	21,787.43	*\$	20,114.62	
	Alternative III - Polyvinyl Chloride Pipe	\$	21,787.43			
SECTION G -	WATERMAIN APPURTENANCES			\$	6,255.45	
SECTION H -	CROSSING OF TRACK WITH WATERMAIN					
	Alternative I - Boring	\$	2,981.00	*\$	1,691.91	
	Alternative II - Open Cut	\$	1,691.91	Ψ	2,002	
SECTION I -	ROAD WORK			\$	31,464.00	
SECTION J -	ROAD SURFACE		P. v.			
	Alternative I - Hot Mix Asphalt	\$	13,440.00		0 505 50	
	Alternative II - Cold Mix Asphalt	\$	9,595.50	*\$	9,595.50	
SECTION K -	HYDRO DUCT UNDER TRACKS					
	Alternative I - Boring	\$	1,313.00		546.00	
	Alternative II - Open Cut	\$	546.00	*\$	346.00	
SECTION L -	PROVISIONAL ITEMS			\$	1,900.00	
CONTINGENCY	ALLOVANCE			\$	7,500.00	
	TOTAL TE	NDI	ER PRICE	\$:	112,837.09	

*Tenderer to enter least expensive alternative in Total Column

OFFERED ON BEHALF OF THE CONTRACTOR

Signature	
Signature	Contractor's Seal
Wm. Duffin Contracting Ltd.	•
Company Name	Witness
	· · · · · · · · · · · · · · · · · · ·
R.R. #2, Welland, Ontario	
Address	·

May 22nd, 1980

Date

EO 80416 ADDENDUM NO. 1 Page 12

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CLAUSE "P" as Follow ut alternatives, seell liner sipphoisi In both boting and open-ADD CLAUSE 'C' as follows:

6. All material for railway corsolog to be atocked led prior to constitution.

ADD CLAUSE 'H' as follows !

- All work related to railway crossings will be done to the satisfiation of a C.N. Engly
- SECTION 02560

PART 2 PRODUCTS

. MATERIALS SUPPLIED AT OWNER. Page 3. Add new Sub-section 2.03

MATERIALS SUPPLIED BY ON

- A. The following marginals will be emphical by the Owner:
 - 150 m of 200 mm diameter Class 2500 Asbestos Coment santtery seven pip 168 m of 200 mm diameter Class 1500 Asbestos Coment wantiery seven pip
 - ent resident seven plus
 - One section of 1200 um diameter Process Manhole 1.2 in his depth.
- The Owner will endeavous to have the stems available for use of do so does not entitle the Contractor to compensation for delay the time of completion, which Will be determined by the bigshee
- Take delivery where directed and load, hauf, united and assured and protection of such material until it has been pla factorily. When required to convey Owner supplied materials the care are available for difficultie. Buy demorrage due to
- Examine material supplied by the Somer for loss or damag delivery, and notify the Comer of loss or demage. The O so Identified. Be responsible for repairs to or replace by failing to comply with the require

Part 3.08 House SERVICE COUNECTIONS

Change Clause 'C' to read as Follows

- Connect the house father of using approved "?"
- SECTION 02560 SERVES

Page 7. Part 3.12 STEEL LINER PRISE

Change first sentence of Clause 'A' to read as follows:

Install the steel liner trossing the raffway tracks by bourns and jacking as detailed on the drawings.

Add Clause 'F' as follows:

- All requirements of Part 1.10 RATIMAN EMOSSINGS, of Section 02550, will apply to this sec
- SECTION-02570 WATERMAINS

PART 2 PRODUCTS, Sub-Secti

Add the following clauses.

- Justila Iron Pipe

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SECTION 02570 WATERMAINS (continued)

11. Page 6, Part 3.12 STEEL LINER PIPE

Change the first sentence of Clause 'A' to read as follows:

A. Install the steel liner pipe crossing the fullway tracks by boring and jacking or open cut method as detailed on the drawings.

Add Clause 'F' as follows:

F. All requirements of Part 3.10 RAILWAY CROSSINGS, of Section 02550, will apply to this section.

12. SECTION 02590 ROADS AND SURFACE WORKS

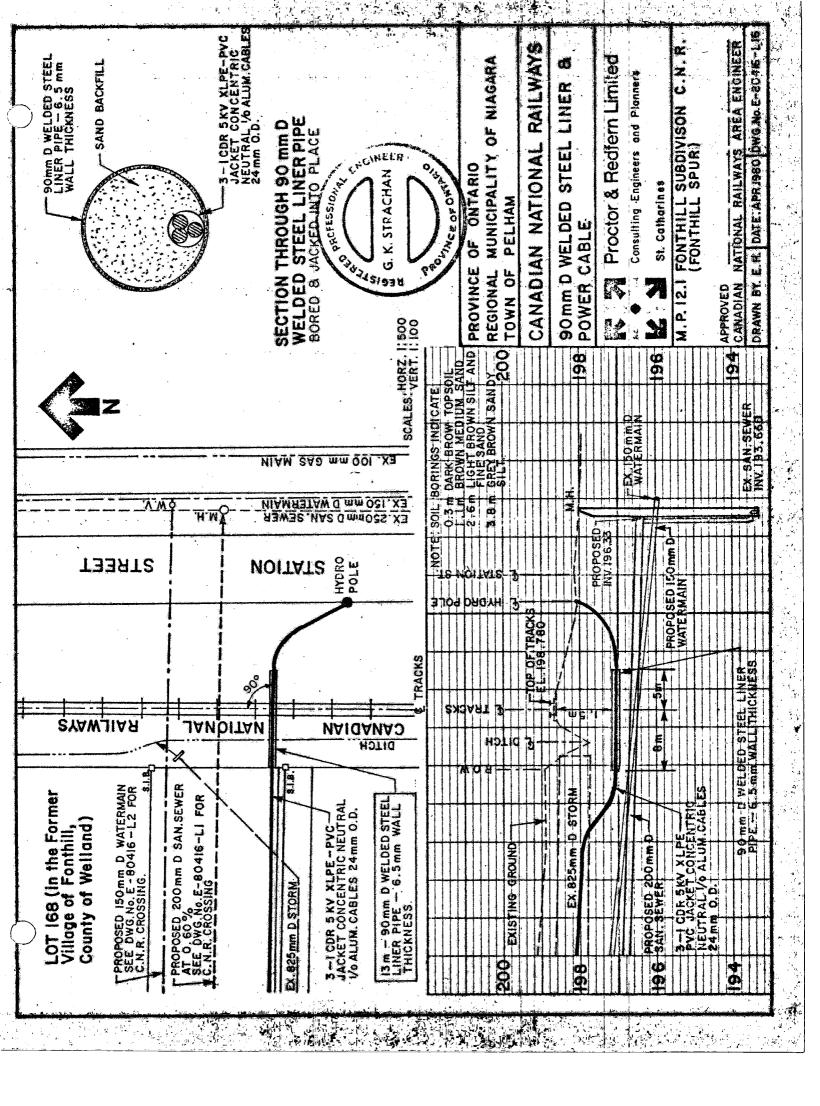
Page 4, PART 3 EXECUTION, Sub-Section 3.05 EXCAVATION AND GRADING

Clause 'A': Delete the last sentence, i.e.

' Dispose of surplus excavated material off the site. '

Add Clause 'F' as follows:

F. Haul, spread and compact to 90 percent Standard Proctor Density, surplus excavated material on site fill area as shown on drawing A1-80416-P1, Rev. 1. and as directed by the Engineer.



CONTRACT DOCUMENTS

TOWN OF PELHAM

MUNICIPAL SQUARE ROAD EXTENSION

Project E.O. 80416

April, 1980

THE PROCTOR AND REDFERN GROUP
Consulting Engineers and Planners
110 James Street, St. Catharines, Ontario
L2R 7E8

MD/njk

PROCTOR & REDFERN LIMITED

TENDERER'S CHECK LIST

Bef	ore submitting your tender, check the following points:
·1.	Has your tender been signed, sealed and witnessed?
2.	Have you enclosed the Tender Deposit, i.e. certified cheque or bid bond? (whichever is required by the Contract Documents)
3. · .	Have you enclosed the Agreement to Bond, signed and sealed by your proposed Surety?
4.	Have you completed all schedules and prices in the Form of Tender?
5.	Have you indicated and included the Contingency Allowance in the Form of Tender? (if you are required to do so)
6.	Have you indicated the number of addenda included in the tender price?
7.	Have you shown the time for completion of the work? (if applicable)
w.	Have you listed your Senior Staff? (if applicable)
11.	Have you listed the Tenderer's Plant? (if applicable)
12.	Are the documents complete?
No	te: Items 13 and 14 are for Ministry of Transportation and Communication projects only.
14.	Have you enclosed the Form of Tender stamped "For Tendering Purposes Only" (if applicable)
No	te: 1. Your tender will be informal and may be disqualified if Any of the foregoing points (if applicable) have not been complied with.
	KE SURE THAT YOU SEAL THE TENDER IN AN ENVELOPE AND MARK THEREON E CONTRACT NAME AND E.O. NUMBER.
	ctor and Redfern Limited m CD-30- February 1973

LIST OF CONTRACT DOCUMENTS

The following shall form the Contract Documents:

	Paper Colour	Pages
Addenda Numbered 1 to 2	Green	
Tenderer's Check List	Bright Pink	1
List of Contract Documents	Pink	1
Tendering Information	Blue	3
Form of Tender	Yellow	10
Agreement	White	1,
Agreement to Bond (CD-22)	White	1
Bid Bond (CCA Document (S)20)	White	1
Performance Bond (CSA Document (S)21)	White	1
Labour and Materials Payment Bond (CCA Document (S)22)	White	1
List of Sub-Contractors (CD-3)	White	1
Tenderer's Experience (CD-4)	White	1
Tenderer's Senior Staff (CD-5)	White	1.
Tenderer's Plant (CD-6)	White	1.
Supplementary General Conditions	'Blue	1
General Conditions of the Contract	Blue	.8
Project Specifications	e e	
Section 01010 - General	White	3
Section 02550 - Site Clearing, Excavation, Backfilling		
and Restoration of Trenches	White	6.
Section 02560 - Sewers	White	7
Section 02570 - Watermains	White	6
Section 02590 - Roads and Surface Works	White	6
Section 02590-A - Cold-Mix Asphalt		. 4

LIST OF DRAWINGS

Drawing No. A1-80416-P1

Municipal Square Extension

LIST OF STANDARDS

DD-601	Concrete Curb and Gutter
DD-702-A	600 x 600 mm Catchbasin
DD-704-B	Manhole Frame and Closed Cover
DD-713-B	Depressed Catchbasin Frame and Grate
E-80416-L1	406.40 mm Dia. Welded Steel Liner and 200 mm Sanitary Sewer
E-80416-L2	304.80 mm Dia. Welded Steel Liner and 150 mm Dia. Watermain
E-80416-1_3M	Typical Details For Supporting Services and Mains up to 300 min
E-80416-L4M	Typical Detail for Supporting Utilities Larger Than 300 mm
E-80416-L5M	Sewer Connections
E-80416-L6M	Semi-Precast Manhole
E-80416-L7M	Watermain and Water Services - Bedding Details
E-80416-28M	Concrete Thrust Blocks
E-80416-L9M	Bedding for Sewer Pipe
E-80416-L10M	Typical Road Cross-Section
E-80416-L11M	Drop Structures for Manholes
E-80416-E12M	Sanitary Services to New Sanitary Sewers
E-80416-L13M	Hydrant Installation
E-80416-L14M	Sanitary Precast Manhole
E-80416-L15M	Water Service
E-STD-2-10M	Aluminum Safety Ladder Rungs

SECTION 00100 - TENDERING INFORMATION

TI.01 - DELIVERY AND OPENING OF TENDERS

A. Sealed tenders, marked with the name of the project, will be received by -

Mr. M. Hackett, Clerk-Treasurer, Town of Pelham, 43 South Pelnam Street, Fonthill, Ontario. LOS 1E0.

up to noon, local time -

Thursday, May 22nd, 1980.

- B. The tenders will be opened publicly as soon after the closing time as possible.
- C. Tenders shall be completed on the detachable Form of Tender included in the Contract Documents.

TI.02 DISCREPANCIES

- A. If a Tenderer finds discrepancies in, or omissions from the Contract Documents, or if he is in doubt as to their meaning, he shall notify the Engineer, who may issue a written addendum. Neither the Owner nor the Engineer will make oral interpretations of the meaning of the Contract Documents.
- B. Should the Tenderer not agree that the materials and methods specified, or designed on the Drawings, will provide an installation to meet the requirements of the project, he shall notify the Engineer in writing, stating his reason for objection and may submit a suggested alternative. In such an event, the Engineer may choose to issue an addendum.
- C. Addenda issued during the tendering period shall be allowed for by the Tenderer.

TI.03 EXAMINATION OF SITE

- A. The Tenderer shall visit the site of the Work before submitting his tender and shall by personal examination satisfy himself as to the local conditions that may be encountered during construction of the Work. He shall make his own estimate of the facilities and difficulties that may be encountered and the nature of the subsurface materials and conditions.
- B. He shall not claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

TI.04 SALES TAX

- A. The Tenderer shall include or exclude sales tax in accordance with current sales tax legislation taking into account any changes that have been made known by the Government and that will occur during the life of the Contract.
- B. If sales taxes are increased or decreased, or other amendments are made in the legislation, during the course of the Contract, that alter tax amounts carried in the Contract price, an adjustment will be made accordingly.
- C. The Contractor shall keep records and invoices of accounts subject to Federal and Provincial Sales Tax for the purpose of establishing taxes paid and for substantiation in the event of changes to the tax legislation during the course of the Contract.

EO 80416 SEC. 00100 - TENDERING INFORMATION Page 1

TI.04 SALES TAX (Cont'd)

D. The Tenderer shall contact the Sales Tax authorities and determine what the applicable taxes are and the procedures for tax exemption and/or refunding and include related administrative costs in the tender.

TI.05 PROOF OF ABILITY

- A. The Tenderer shall be competent and capable of performing the various items of Work. The Tenderer shall complete the following statement sheets, which shall form a part of the Contract Documents -
 - Tenderer's Experience on Similar Work (CD-4) with list of specific examples completed within the last 5 yrs., with appropriate references
 - 2. Tenderer's Senior Staff to be employed (CD-5)
 - 3. Tenderer's Plant to be used (CD-6)
- B. The Tenderer may be required to furnish additional statements covering other matters, including financial resources.

TI.06 TENDER DEPOSIT

A. Every tender shall be accompanied either by a Bid Bond or a tender deposit.

Tender deposit shall be a certified cheque payable to the Owneriin the amount of \$10,000.00. The Bid Bond shall be in an amount equal to \$10,000.00 and shall be on C.C.A. Document (S) 20.

The Tenderer shall keep his tender open for acceptance for 60 days after the closing date. Withdrawal during this period will result in forfeiture or enforcement of the Bid Bond or tender deposit.

Upon being notified that his tender has been accepted, the Contractor shall execute copies of the Agreement, supply bonds and insurance documents as specified, and start Work as specified.

Failure to execute the copies of the Agreement, or to supply bonds and insurance documents, all within 2 weeks of the date of acceptance of the tender, or to start Work as specified, will automatically mean the forfeiture or enforcement of the Bid Bond or tender deposit.

Bid Bonds or tender deposits of unsuccessful Tenderers will be returned not later than 2 weeks following Contract award.

The Bid Bondor tender deposit of the successful Tenderer will be returned with the first progress certificate.

TI.07 AGREEMENT TO BOND

A. Every tender shall be accompanied by an 'Agreement to Bond' in the form attached, and shall be completed by a surety company lawfully doing business in the Province.

TI.08 SUB-CONTRACTORS

A. The Tenderer shall submit with his tender the names and addresses of Sub-contractors he proposes to use and the value for the subtrades listed in Form CD-3 'List of Sub-contractors'.

EO 80416 SEC. 00100 - TENDERING INFORMATION Page 2

TI.09 ACCEPTANCE OF TENDERS

A. The lowest or any tender need not necessarily be accepted by the Owner.

TI.10 EQUIVALENTS

A. When an article is specified by its trade or other name (whether such name is followed by the phrase 'or approved equal' or not), the Tenderer shall base his tender price on the supply of the named article and no other.

TI.11 TEST BORINGS

- A. Test borings have been made at the site of the Work and are shown on the drawing. A copy of the report is available for viewing at the Engineer's office.
- B. The borings were made to determine the character of the subsoil for design purposes. No responsibility is assumed for the accuracy or completeness of the information so presented.
- C. Tenders shall make such additional examination of the soil as they feel necessary to satisfy themselves to the conditions that may be encountered.

EO 80416 SEC. 00100 - TENDERING INFORMATION Page 3

FORM OF TENDER

FT.01 TENDER PRICE

1. Offer by - Name -

Address -

Date -

- 2. To The Corporation of the Town of Pelham
- A. We, the undersigned, having examined the site of the Work, having carefully investigated the conditions pertaining to the Work and having secured all the information necessary to enable us to submit a bona fide tender, and having inspected all the Contract Documents, hereby agree to enter into a contract and to perform all the Work in a good and Workmanlike manner in accordance with the Contract Documents to the satisfaction of the Engineer for the total tender price of

dollars (\$

FT. 0.2 CONTINGENCIES AND ALLOWANCES

A. We agree that the tender price includes the contingency sum of \$7,500.00 and that no part of this sum shall be expended without the written direction of the Engineer, and any part not so expended shall be deducted from the tender price.

FT.03 QUANTITIES

A. The tender price is compiled from the Schedule Of Tender Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the prices in the schedule.

FT.04 ADDITIONS AND DEDUCTIONS

- A. We agree that the valuation of additions to, and deductions from, the contract shall be made as follows -
 - The prices in the Schedule Of Tender Prices shall apply where appropriate.
 - If the prices in subsection 1 are not appropriate, valuation will be made by one of the following methods -
 - (A) The Engineer may ask the Contractor for a quotation for the proposed Work.
 - (B) If the guotation referred to in (A) above is not accepted by the Engineer, the actual cost of the Work will be determined as the total of only the following -
 - (1) Actual cost of labour, including such items as Workmen's Compensation and Unemployment Insurance.
 - (2) Actual cost of materials to be incorporated into the Work, including such items as freight and taxes.
 - (3) For Work done by the Contractor, an amount equal to 15 percent of the totals from subsections (1) and (2) above, which shall constitute overhead and profit of the Contractor.

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- (Cont'd)
 - For Work done by Sub-contractors, an amount equal to 20 percent of the totals from subsections (1) and (2) above, which shall constitute overhead and profit of the Contractor and Sub-contractors.
 - Rental of equipment and plant having a new value greater than \$300. Rental rates shall be as set out in the current edition of MTC form 527.
- 3. Whenever extra Work is being performed under subsection 2(B) above, we agree to submit daily reports in writing, indicating the total chargeable costs incurred for the day. Valuation of the extra Work being so performed will be made only on the basis of the approved daily reports.

FT.05 ADDENDA

to We agree that we have received addenda inclusive, and the tender price includes the provisions set out in such addenda.

FT.06 COMPLETION

- A. We agree to commence Work as specified to proceed continuously to the completion of all Underground Work and Primary Road by July 15th, 1980. Primary Road will be defined as road excavated to final sub-grade and 200 mm compacted Granular 'A'.
- B. We agree to commence remaining Surface Work on October 15, 1980 and proceed continuously to the completion of all Surface Work by December 1st, 1980.

FT.07 ALTERNATIVES

- A. Where alternatives are shown in the Form of Tender, the Tenderer shall price all alternatives and enter the least expensive alternative for that item in the Total Tender
- The Town of Pelham will decide which alternatives will be chosen, not necessarily the least expensive, and the Total Tender Price will be adjusted accordingly.
- C. Failure to price all alternatives will lead to disqualification of tender.

FT.07 SCHEDULE OF TENDER PRICES

Section A - Sanitary Sewers

- 200 mm diameter asbestos cement pipe, Class 2400 bedding Class 'B' (E-80416-L9M)

	Manho	ole	Approx.		Estimated		
Item No.	From	То	Depth (m)	Unit	Quantity	Unit Price	TOTAL
A. 001	Sl (excluding of track)	S2 crossi	2.3 ng	m	79	\$	\$
A. 00 2	S2	S3	3.0	m	90	\$	\$
A.003	S3	S 4	1.5	m	69	\$	\$
A. 00 4	S 4	S 5	2.3	m	58	\$	\$
A.005	\$5	S6	2.4	m	41	\$	\$
					Total - S	Section A	\$

Section Al - Crossing of Track With Sanitary Sewer

Alternative I - Boring

Item No.	Description	Unit	Estimated Quantity	Unit Price	TOTAL
A1.001	Supply & install 200 mm dia. A.C. Class 2400 sanitary sewer pipe under tracks by boring method	m	. 11	\$	\$
			Total	l - Section Al - Alt. I	, \$

Alternative II - Open Cut

Item No.	Description .	Unit	Estimated Quantity	Unit Price	TOTAL
Al.001	Supply & install 200 mm dia.				
	A.C. Class 2400 sanitary				
	sewer pipe under track by				
	open cut method including	m	11	\$	\$
	complete Granular 'A'	•			
	backfill compacted to		Total	l - Section Al -	
	100 percent Standard			Alt. II	\$
	Proctor Density				

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Item No.	Manhole No.	Diameter (mm)	Approx. Depth (Dwg. No.	Unit	TOTAL
B.001	S1	1200	4.4	Semi-Precast	E-80416-L6M	Lump Sum	\$
B.002	S2	1200	3.0	Precast	E-80416-L14M	Lump Sum	\$
в.003	S3	1200	4.5	Precast	E-80416-L14M	Lump Sum	\$
3.004	\$4	1200	1.8	Precast	E-80416-L14M	Lump Sum	\$
3.005	S 5	1200	2.8	Precast	E-80416-L14M	Lump Sum	\$
3.006	s6	1200.	2.7	Precast	E-80416-L14M	Lump Sum	\$
					Total - Section	on B	\$

		,	Estimated		
Item No.	Description	Unit	Quantity	Unit Price	TOTAL
C.001	Supply & install 150 mm diameter asbestos cement sanitary service pipe, including all connections	п	105	\$	\$
			To	otal - Section C	\$

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Item No.	Description	Unit	Estimated Quantity	Unit Price	TOTAL
D. 001	250 mm diameter concrete catchbasin leads - C.S.A. A257.1 E.S.	m	28 .	\$	\$
D. 002	300 mm diameter concrete catchbasin leads - C.S.A. A257.1 E.S.	m	33	\$	\$
D.003	Supply & place 600 mm x 600 mm precast concrete catchbasin, including frame and grate, complete	each	6	\$	·\$
	•			Total - Section D	\$

Section E - Watermain and Appurtenances

Item No.	Description	Unit	Estimated Quantity	Unit Price	TOTAL
E.001	150 mm diameter asbestos cement watermain C1 150 (excluding crossing of				
	track)	m	409	\$	\$
E.00 2	Supply & install 25 mm diameter copper Type 'K' water service pipe	m	65	\$	\$
E.00 3	Supply & install 50 mm diameter copper Type 'K' water service pipe	m.	15	\$	\$
E. 00 4	Supply & install curb stops for 25 mm diameter pipe	each	3	\$	\$
E.005	Supply & install curb stops for 50 mm diameter pipe	each	. 1	\$	\$
E.006	Supply & install mainstor for 25 mm service	each	3	\$	\$
E.00 7	Supply & install mainstop for 50 mm service	each	1	\$	\$
E.00 8	Supply & install curb box for 25 mm service	each	3	\$	\$
E.009	Supply & install curb box for 50 mm service	each	1	\$	\$
E.010	Connect to existing watermain, including tees and/or adaptors	. Each	2	\$	\$

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Item No.	Description	Unit	Estimated Quantity	Unit Price	TOTAL
E.011	Supply & install 150 mm diameter valve and box	each	2	\$	\$
E.012	Fire hydrant, set complete (E-80416-L13M)	each	1	\$ \$	\$
				Total - Section E	\$
Section	El - Crossing of Track With Wa	atermain			
Alternat	tive I - Boring				
Item					
No.	Description	Unit	Quantity	Unit Price	TOTAL
E1.001	Supply & install 150 mm diameter A.C. Class 150 watermain under tracks by boring method	m	11	÷ \$	\$ <u></u>
				Total - Section	E1 \$
Section	El - Crossing of Track With W	atermain			
Alternat	tive II - Open Cut				
Item No.	Description	Unit	Estimated Quantity	Unit Price	TOTAL
	•				
E1.001	Supply & install 150 mm diameter A.C. Class 150 watermain under tracks by open cut method	m	11	\$	· Ś

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Section F - Road Work

E.001 Clearing, grubbing and disposal of all stumps, shrubs, fences and debris on roadways and driveway area, as directed by the Engineer Approx. 0.55 ha Lump Sum \$ F.002 Stripping topsoil from roadways, sidewalks and driveway areas to a depth of 150 mm ± and stockpile on site as designated by the Engineer. F.003 Rarth excavation of roadways, fine grading and compacting subgrade for roadways include fine grading in preparation for asphalt tonnes 1500 \$ F.004 Supply, place, shape and compact Granular 'A' for roadways, include fine grading in preparation for asphalt tonnes 1500 \$ F.005 Construct concrete curb and gutter (DD-601 Type 'G') m 545 \$ F.006 Adjust existing menholes to final grade each 7 \$ F.007 Construct concrete sidewalks 100 mm thick including excavating 150 mm compacted Granular 'A' base sq. m 240 \$ F.008 Fine grade boulevards using material from topsoil stockpile and place to 100 mm depth	Item No.	Description	Unit	Estimated Quantity	Unit Price	TOTAL
roadways, sidewalks and driveway areas to a depth of 150 mm + and stockpile on site as designated by the Engineer. F.003 Earth excavation of roadways, fine grading and compacting subgrade for roadways m³ 1500 \$ F.004 Supply, place, shape and compact Granular 'A' for roadways, include fine grading in preparation for asphalt tonnes 1500 \$ F.005 Construct concrete curb and gutter (DD-601 Type 'G') m 545 \$ F.006 Adjust existing manholes and catchbasin manholes to final grade each 7 \$ F.007 Construct concrete sidewalks 100 mm thick including excavating 150 mm compacted Granular 'A' base sq. m 240 \$ F.008 Fine grade boulevards using material from topsoil stockpile and place to 100 mm depth Sq. m 1,800 \$ F.009 Supply and place nursery sod (finis item may be deleted from the contract at the discretion	F.001	disposal of all stumps, shrubs, fences and debris on roadways and driveway area, as directed by the	Approx. 0.55	i ha	Lump Sum	\$
fine grading and compacting subgrade for roadways m³ 1500 \$ F.004 Supply, place, shape and compact Granular 'A' for roadways, include fine grading in preparation for asphalt tonnes 1500 \$ F.005 Construct concrete curb and gutter (DD-601 Type 'G') m 545 \$ F.006 Adjust existing manholes and catchbasin manholes to final grade each 7 \$ F.007 Construct concrete sidewalks 100 mm thick including excavating 150 mm compacted Granular 'A' base sq. m 240 \$ F.008 Fine grade boulevards using material from topsoil stockpile and place to 100 mm depth Sq. m 1,800 \$ F.009 Supply and place nursery sod (this item may be deleted from the contract at the discretion	F.002	roadways, sidewalks and driveway areas to a depth of 150 mm + and stockpile on site as designated by			· Lump Sum	
compact Granular 'A' for roadways, include fine grading in preparation for asphalt tonnes 1500 \$ \$ F.005 Construct concrete curb and gutter (DD-601 Type 'G') m 545 \$ \$ F.006 Adjust existing manholes and catchbasin manholes to final grade each 7 \$ \$ F.007 Construct concrete sidewalks 100 mm thick including excavating 150 mm compacted Granular 'A' base sq. m 240 \$ \$ F.008 Fine grade boulevards using material from topsoil stockpile and place to 100 mm depth Sq. m 1,800 \$ \$ F.009 Supply and place nursery sod (this item may be deleted from the contract at the discretion	F.003	fine grading and compacting	. m3	1500		\$.
gutter (DD-601 Type 'G') m 545 \$ \$ F.006 Adjust existing manholes and catchbasin manholes to final grade each 7 \$ F.007 Construct concrete sidewalks 100 mm thick including excavating 150 mm compacted Granular 'A' base sq. m 240 \$ F.008 Fine grade boulevards using material from topsoil stockpile and place to 100 mm depth Sq. m 1,800 \$ F.009 Supply and place nursery sod (this item may be deleted from the contract at the discretion	F.004	compact Granular 'A' for roadways, include fine grading in preparation for	tonnes	1500	\$	\$
and catchbasin manholes to final grade each 7 \$ \$ F.007 Construct concrete sidewalks 100 mm thick including excavating 150 mm compacted Granular 'A' base sq. m 240 \$ \$ F.008 Fine grade boulevards using material from topsoil stockpile and place to 100 mm depth Sq. m 1,800 \$ \$ F.009 Supply and place nursery sod (this item may be deleted from the contract at the discretion	F.005		m	545	\$	\$
F.007 Construct concrete sidewalks 100 mm thick including excavating 150 mm compacted Granular 'A' base sq. m 240 \$ F.008 Fine grade boulevards using material from topsoil stockpile and place to 100 mm depth Sq. m 1,800 \$ F.009 Supply and place nursery sod (this item may be deleted from the contract at the discretion	F.006	and catchbasin manholes to	each	7	\$	\$
material from topsoil stockpile and place to 100 mm depth Sq. m 1,800 \$ F.009 Supply and place nursery sod (this item may be deleted from the contract at the discretion	F.007	100 mm thick including excavating 150 mm compacted	sq. m	240	\$	•
(this item may be deleted from the contract at the discretion	F.008	material from topsoil stockpile and place to	Sq. m	1,800	· \$	\$
of the Town of Felham) Sq. m 1,800 \$	F.009	(this item may be deleted from the contract at the discretion	n			
		of the Town of Pelham)	Sq. m	1,800	Ş	\$

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Section G - Road Surface

Alternative I - Hot Mix Asphalt

No.	Description .	Unit	Estimated Quantity	Unit Price	TOTAL
G.001	Supply & place 38 mm Hot Mix HL6 base course for roadways	Tonnes	210	\$	\$
G.002	Supply & place 38 mm Hot Mix HL3 surface course for roadways	Tonnes	210	\$	Ś
		Tomics		Section G, Alt I	\$
Alternat	tive II - Cold Mix Asphalt				,
G.001	Supply & place 75 mm HL4 aggregate	Tonnes	370	\$	\$
G.002	Supply & place choke aggregate	Tonnes	22	\$	\$_
G.003	Supply & place asphalt emulsion	Litres	31,500	\$	\$
Section	H - Provisional Items		Total - S	Section G, Alt II	\$
Item	H - Provisional Items Description	Unit	Total - S Estimated Quantity	Section G, Alt II Unit Price	*
Item No.		Unit Cu. m	Estimated		
Item No. H.001	Description Remove 'soft spots' in trenches and replace with 19 mm crusher run including disposal of		Estimated Quantity	Unit Price	TOTAL
Item No. H.001	Description Remove 'soft spots' in trenches and replace with 19 mm crusher run including disposal of surplus excavated material Grader rental 100 H.P. minimum tanden drive	Cu. m	Estimated Quantity 100	Unit Price	TOTAL
Section Item No. H.001 H.002 H.003	Description Remove 'soft spots' in trenches and replace with 19 mm crusher run including disposal of surplus excavated material Grader rental 100 H.P. minimum tanden drive (operated) Supply and application of calcium chloride for	Cu. m	Estimated Quantity 100	Unit Price \$	T O T A L

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SUMMARY

SECTION A -	Sanitary Sewers		\$
SECTION A1 -	Crossing of Track With Sanitary Sewers		
Alternative	I - Boring \$	*	
Alternative	II - Open Cut \$		
SECTION B -	Sanitary Manholes		\$
SECTION C -	Sanitary Service Pipe		\$
SECTION D -	Storm Sewer Appurtenances		\$
SECTION E -	Watermain and Appurtenances		\$
SECTION E1 -	Crossing of Track With Watermai	n	· ·
Alternative	I - Boring \$	*	•
Alternative	II - Open Cut \$		
SECTION F -	Roadwork Work		\$
SECTION G ÷	Road.Surface		
Alternative	I - Hot Mix Asphalt \$	*	
Alternative	II - Cold Mix Asphalt \$		
SECTION H -	Provisional Items		\$
Contingency A	llowance		\$ 7,500.00
	Total Tender Price		\$

*Tenderer to enter least expensive alternative

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OFFERED ON BEHALF OF THE CONTRACTOR

Signature	
Signature	Contractor's Seal
WM. DUFFIN CONTRACTING LTD. Company Name	Witness Lemma
RR 2 WELLAND. Address	

Date

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AGREEMENT

This Agreement made in triplicate this $19\ 80$, between

28th

day of May

Wm. Duffin Contracting Ltd.

hereinafter called "The Contractor",

AND

The Town of Pelham

hereinafter called "The Owner".

WITNESSETH, that the Contractor agrees with the Owner to perform all the Work in accordance with the Contract Documents referred to in the tender of the Contractor dated the $22\mathrm{nd}$ day of May , 19 80 , (which shall be deemed to form part of this Contract) to the satisfaction of the Engineer for the total contract price of \$ 112,837.09 which Contract Documents are attached hereto and which are hereby expressly made part of this Contract.

The Owner hereby agrees with the Contractor, that in consideration of the Work being performed by the Contractor as specified, the Owner shall pay the Contractor for said Work in accordance with the prices set out in the Form of Tender attached hereto, and in accordance with the provisions set out in the attached Contract Documents.

Time shall be deemed the essence of this Contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED in the presence of:

OWNER

The Town of Pelham	
Name	
Signed	
E.G. RERGENSTEIN - MAYOR Name and Title	
Name and Title	
Signed / Hacken	Witness
_ MURRAY HACKETT - CLERK	11001000
Name and Title	Name and Title
CONTRACTOR	
Wm. Duffin Contracting Ltd.	
Name W W	
V	
Signed	
Name and Tiffle	
W. Quffin PRES	JAN JUS
Signed	Witness
Name and Title	F. Nowa Kowski Acch

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, parties to this Agreement, should be attached.

BID BOND

KNOW ALL MEN BY THESE PRESENTS THATas	Principal
as	•
hereinafter called the Principal, and	
a corporation created and existing under the laws of	
and duly authorized to transact the business of Suretyship in	
as Surety, hereinafter called the Surety, are held and firmly bound unto	
	Obligee
hereinafter called the Obligee, in the amount of	
	,
lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Sur themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these	ety bind
WHEREAS, the Principal has submitted a written tender to the Obligee, dated the	
day of 19 , for	
<u></u>	
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall tender accepted within sixty (60) days from the closing date of tender and the said Principal will, within required, enter into a formal contract and give the specified security to secure the performance of the te conditions of the Contract, then his obligation shall be null and void; otherwise the Principal and the Surety unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount of the Obligee legally contracts with another party to perform the work if the latter amount be in excess former.	the time rms and will pay ount for
The Principal and the Surety shall not be liable for a greater sum than the specified penalty of this Bond.	
Any suit under this Bond must be instituted before the expiration of six months from the date of this Bond.	
IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this	
19	
SIGNED and SEALED	
In the presence of (
((Seal)
(Frincipal	
(
((Seal)

Endorsed by: R.A.I.C., A.C.E.C., C.C.A., E.I.C., S.W.A.C.

Approved by: INSURANCE BUREAU OF CANADA

PERFORMANCE BOND

No		\$
KNOW ALL MEN BY THESE PF	RESENTS THAT	
		as Principal,
hereinafter called the Principal, a	nd	
a corporation created and existing	g under the laws of	
and duly authorized to transact t	he business of Suretyship	in
as Surety, hereinafter called the S	Surety, are held and firmly	bound unto
•••••••••••	***************************************	as Obligee,
lawful money of Canada, for the	e payment of which sum,	well and truly to be made, the Principal and the Surety bind rs and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal has ento	ered into a written contra	ct with the Obligee, dated the
	ations and Drawings subm	itted therefor which contract, Specifications and Drawings, are to as the Contract.
NOW, THEREFORE, THE COI faithfully perform the Contract effect.	NDITION OF THIS OBI then this obligation shall	LIGATION is such that if the Principal shall promptly and be null and void; otherwise it shall remain in full force and
Whenever the Principal shall be, performed the Obligee's obligation	and declared by the Oblins thereunder, the Surety	igee to be, in default under the Contract, the Obligee having may promptly remedy the default, or shall promptly
(1) complete the Contract in	n accordance with its term	s and conditions or
conditions, and upon de a contract between suc should be a default, or this paragraph) sufficien exceeding, including oth forth in the first paragr	etermination by the Obliger h bidder and the Obliger a succession of defaults, at funds to pay the cost oner costs and damages for aph hereof. The term "bar payable by the Obligee to	for completing the Contract in accordance with its terms and see and the Surety of the lowest responsible bidder, arrange for and make available as work progresses (even though there under the contract or contracts of completion, arranged under of completion less the balance of the Contract price; but not rewhich the Surety may be liable hereunder, the amount set alance of the Contract price," as used in this paragraph, shall to the Principal under the Contract, less the amount properly
Any suit under this Bond must payment under the Contract falls	be instituted before the due.	expiration of two (2) years from the date on which final
The Surety shall not be liable for	a greater sum than the sp	pecified penalty of this Bond.
No right of action shall accrue named herein, or the heirs, execu	on this Bond, to or for t	he use of, any person or corporation other than the Obligee cessors of the Obligee.
IN WITNESS WHEREOF the Pri	incinal and the Surety have	e Signed and Sealed this Bond this
day of		s Signed and Sealed this bond this
SIGNED and SEALED In the presence of:	(
	(Principal (Seal)
	(ι ποιραι
	((Seal)
		Surety

Endorsed by: R.A.I.C..A.C.E.C..C.C.A..FIC. SWAC

Approved by INCHEANCE PHECAHOCCANADA

LABOUR AND MATERIAL PAYMENT BOND (TRUSTEE FORM)

No		\$	
Note:	This Bond is issued simultaneously with another Bond in favour of faithful performance of the Contract.	of the Obligee conditioned for the full a	and
KNOW	V ALL MEN BY THESE PRESENTS THAT		
		as Princi	pal,
hereina	after called the Principal, and		
a corpo	oration created and existing under the laws of		
and du	uly authorized to transact the business of Suretyship in		
as Sure	ety, hereinafter called the Surety are, subject to the conditions hereinaf	fter contained, held and firmly bound u	nto
		as Trust	tee,
hereina	after called the Obligee, for the use and benefit of the Claimants,	, their and each of their heirs, execute	ors,
admini	istrators, successors and assigns, in the amount of		,
	·······	Dollars (\$	١
of law	rful money of Canada for the payment of which sum well and truly to elves, their heirs, executors, administrators, successors and assigns, join	be made the Principal and the Surety b	ind
WHER	REAS, the Principal has entered into a written contract with the Obligee	e, dated the	
day of	f 19 , for		
,			
which Contra	contract, Specifications & Drawings are by reference made a part hact.	nereof, and is hereinafter referred to as	the

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial value of equipment shall be determined, insofar as it is practical to do so, In accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association titled "Rental Rates on Contractors Equipment" published prior to the period during which the equipment was used in the performance of the Contract.

- 2. The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that every Claimant who has not been paid as provided for under the terms of his contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of his contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants; or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them, may use the name of the Obligee to sue on and enforce the provisions of this Bond.
- 3. No suit or action shall be commenced hereunder by any Claimant:
 - (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
 - (1) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the Mechanics' Liens Legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
 - (2) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made, under the Claimant's contract with the Principal;
 - (b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
 - (c) other than in a Court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract, or any part thereof, is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.
- 4. The Surety agrees not to take advantage of Article 1959 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothecs and privileges of Said Claimant.
- 5. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of Mechanics' Liens which may be filed of record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.
- 6. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

IN WITNESS WHEREOF, the	Principal and the Sure	y have Signed and Sealed this Bond this	
day of	19		
SIGNED and SEALED			
In the presence of	((((Seal)
	((. (Principal	. (Seal)
•	,	Surety	. (354)

Endorsed by: R.A.I.C., A.C.E.C., C.C.A., E.I.C., S.W.A.C.

Approved by: INSURANCE BUREAU OF CANADA

LIST OF SUB-CONTRACTORS

SUB-TRADE	NAME OF SUB-CONTRACTOR	ADDRESS OF SUB-CONTRACTOR	VALUE OF SUB-CONTRACT
			·
·			
	•		·
		·	
	r - Refer to Articles ing Information.		
ted with the te work listed the	- Names and address inder. If a sub-contr in show "by own forces	es must be filled in actor is not to be	

Proctor & Redfern Limited Consulting Engineers November, 1977

TENDERER'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED		RIPTION ONTRACT		FOR WOR	K		NAME OF CONSULTAN ENGINEER		VALUE
					·				
				·	-				
Note to	Tenderer	- Refer	to	article	TI.05	o f	Tendering	Inf	ormation

Proctor & Redfern Limited Consulting Engineers November, 1977

TENDERER'S SENIOR STAFF

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE
Office		
		·
7.11		
<u>Field</u>		
		·

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(

Statement	Sheet
CD-6	

TENDERER'S PLANT

The Tenderer shall list the plant, machinery and equipment he proposes to use on the work.

PLANT OWNED:

PLANT TO BE RENTED OR LEASED:

PLANT TO BE PURCHASED:

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SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

SC.01 GUARANTEE PERIOD

A. The guarantee period for the Contract shall be twelve months, unless an extended guarantee period is called for in any specific Section.

SC.02 DEFINITION

- A. 'Department of Highways' and 'DHO' means 'The Ministry of Transportation and Communications' and 'MTC'.
- B. 'The Department of Transportation and Communications' and 'DTC' means 'The Ministry of Transportation and Communications' and 'MTC'.
- C. The word 'provide' shall mean supply labour, materials, equipment, handling and cartage required for complete installation of the item concerned.
- D. The words 'work' or 'works' have the same meaning as for 'Work' as defined in the General Conditions.

SC.03 INSURANCE

- A. Damage insurance
 - 1. Notwithstanding the provisions of clause 28 of the General Conditions, no 'Damage Insurance' will be required on this Contract.
- B. Determine from the railway authorities the limit of liability insurance required for Work on railway property. Enter the cost for such additional coverage as a provisional sum (allowance) where indicated in the Form of Tender. List as named insured the Contractor, Owner, Engineer and Sub-contractors.

SC.04 LIQUIDATED DAMAGES

- A. Should the Contractor fail to complete the Work in accordance with the Contract and to the satisfaction of the Engineer, within the time specified in the Form of Tender, or as amended on the written authority of the Engineer, the Contractor shall pay to the Owner the sum of \$150.00 for each calendar day that the Work shall remain unfinished after such time.
- B. Such payments are agreed upon and fixed as liquidated damages that the Owner will suffer by reason of delay and default, and not as a penalty. The Owner may deduct and retain the amounts of such liquidated damages out of the monies which may be due or become due to the Contractor under the Contract.

SC.05 HOLDBACK FOR RECTIFICATION AFTER ACCEPTANCE OF THE WORK

A. To cover rectification costs during the guarantee period, the Owner will retain 4 percent of the value of Work done, such amount being held back in each progress certificate. This holdback will be retained for a period of 1 year from the 'Acceptance Date' which is described in article 35 of the General Conditions. Additional monies will be held back as required by provincial statutes.

SC.06 PAYMENT BOND

A. The Contractor, together with a surety company approved by the Owner and authorized by law to carry on business in the Province shall furnish 100 percent labour and materials payment bond to the Owner using C.C.A. Document (S) 22. The bond shall remain in effect until the issue by the Engineer of the final payment certificate.

SC.07 RELEASE OF HOLDBACK

- A. Holdbacks held under the provisions of the Mechanics' Lien Act will be released upon application by the Contractor, and will be subject to the requirements of the Act.
- B. The statutory 15 percent holdback will apply to the Contract.

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