

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:

FORM OF TENDER

FT.01 TENDER PRICE

1. Offer by - Name - Wm. Duffin Contracting Ltd.
Address - R.R. #2, Welland, Ontario
Date - May 22nd, 1980

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 (\$ 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 -
 1. The prices in the Schedule Of Tender Prices shall apply where appropriate.
 2. 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.

(1) For Work items specified under subsection 2(A) above, 20 percent of the cost of the Work shall be paid to the Contractor and Subcontractors.

(2) Rental of equipment and plant having a net value greater than \$500. Rental rates shall be as set out in the current edition of the form 227.

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.

PT.05. APPENDIX

A. We agree that we have accepted addenda 1 to 2 inclusive, and the tender price includes the provisions set out in such addenda.

PT.06. COMPLETION

A. We agree to commence Work as specified to proceed continuously to the completion of all Underground Work and to finish by 1st July 1960. Finishing time will be defined as road excavated to final subgrade and 200 mm compacted granular.

B. We agree to commence remaining Surface Work on October 15, 1959 and proceed continuously to the completion of all Surface Work by November 1st, 1959.

PT.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 each item in the Total Tender Price.

B. The Town of Palmer 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 may lead to disqualification of tender.

PT.08. MATERIALS SUPPLIED BY OWNER

A. The Owner will supply the following materials:

150 m of 200 mm diameter Class 2500 A.C. Sanitary Sewer Pipe

100 m of 200 mm diameter Class 2500 A.C. Sanitary Sewer Pipe

1 section of 1200 mm diameter pressure mainhole, 1.2 m in depth.

PT. 02 SCHEDULE OF TENDER PRICES

Section A - Sanitary Sewers

- 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.003, A.004, A.005.
The Owner will supply only 150 m of Class 2400 pipe for items A.001 and A.002.

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

Item No.	Manhole From To	Approx. Depth (m)	Class	Unit	Estimated Quantity	Unit Price	TOTAL
A.001	S1 S2 (excluding crossing of track)	2.3	2400	m	79	\$ 39.34	\$ 3,107.86
A.002	S2 S3	3.0	2400	m	90	\$ 47.85	\$ 4,306.50
A.003	S3 S4	1.5	1500	m	69	\$ 32.75	\$ 2,259.75
A.004	S4 S5	2.3	1500	m	58	\$ 39.31	\$ 2,279.98
A.005	S5 S6	2.4	1500	m	41	\$ 39.21	\$ 1,607.61
Total - Section A							\$ 13,561.70

Section B - Crossing of Track With Sanitary Sewer

Alternative I - Boring

Item No.	Description	Unit	Estimated Quantity	Unit Price	TOTAL
B.001	Supply & install 200 mm dia. A.C. Class 2400 sanitary sewer pipe and 406.4 mm dia. welded steel liner pipe under tracks by boring and jacking.	m	13	\$ 278.00	\$ 3,058.00
Total - Section B - Alt. I					\$ 3,058.00

Alternative II - Open Cut

Item No.	Description	Unit	Estimated Quantity	Unit Price	TOTAL
B.001	Supply & install 200 mm dia. A.C. Class 2400 sanitary sewer pipe and 406.4 mm dia. welded steel liner pipe under tracks by open cut method, including complete granular 'A' backfill placed in 150 mm lifts compacted to 100% Standard Proctor Density with last 150 mm below ties to be 19 mm clear stone.	m	11	\$ 162.00	\$ 1,782.00
Total - Section B - Alt. II					\$ 1,782.00

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	T O T A L
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
C.003	S3	1200	4.5	Precast and Drop	E-80416-L14M	Lump Sum	\$ 1,700.00
C.004	S4	1200	1.8	Precast	E-80416-L14M	Lump Sum	\$ 800.00
C.005	S5	1200	2.8	Precast	E-80416-L14M	Lump Sum	\$ 1,000.00
C.006	S6	1200	2.7	Precast	E-80416-L14M	Lump Sum	\$ 1,000.00
Total - Section C							\$ <u>7,400.00</u>

Section D - Sanitary Service Pipe

Item No.	Description	Unit	Estimated Quantity	Unit Price	T O T A L
D.001	Supply & install 150 mm diameter asbestos cement Class 2400 sanitary service pipe, including all con- nections	m	105	\$ 42.59	\$ <u>4,471.95</u>
Total - Section D					\$ <u>4,471.95</u>

Section E - Storm Sewer Appurtenances

Item No.	Description	Unit	Estimated Quantity	Unit Price	T O T A L
E.001	250 mm diameter concrete catchbasin leads - C.S.A. A257.1 E.S.	m	28	\$ 52.57	\$ 1,471.96
E.002	300 mm diameter concrete catchbasin leads - C.S.A. A257.1 E.S.	m	33	\$ 54.00	\$ 1,782.00
E.003	Supply & place 600 mm x 600 mm precast concrete catchbasin, including frame and grate, complete	each	6	\$ 550.00	\$ 3,300.00
Total - Section E					\$ 6,553.96

Section F - Watermain

Alternative I - ASBESTOS CEMENT PIPE

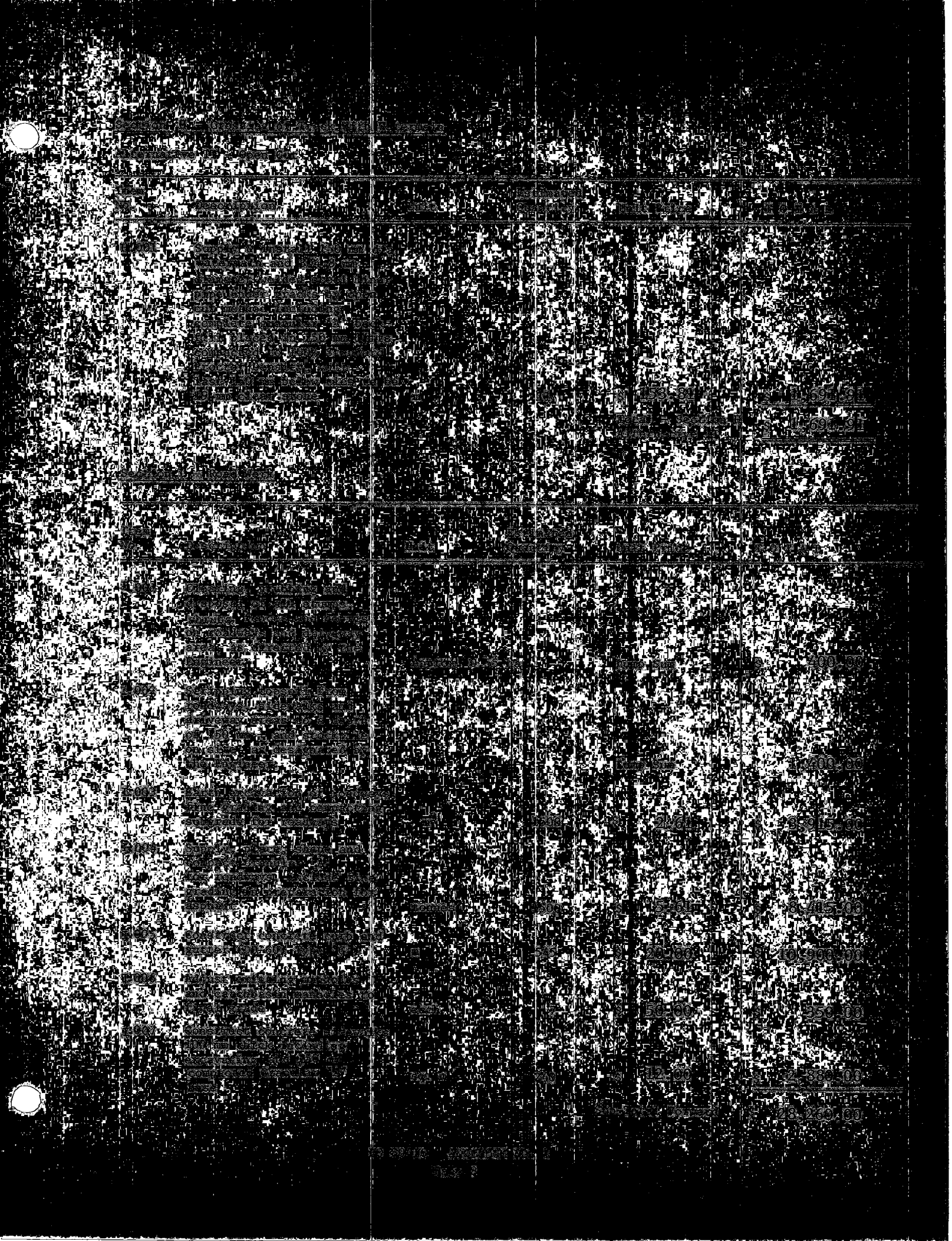
Item No.	Description	Unit	Estimated Quantity	Unit Price	T O T A L
F.001	Supply and install 150 mm diameter asbestos cement Class 150 Watermain (excluding crossing of track)	m	409	\$ 49.18	\$ 20,114.62
Total Section F Alternative I					\$ 20,114.62

Alternative 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	\$ 21,787.43
Total Section F Alternative II					\$ 21,787.43

Alternative III - POLYVINYL CHLORIDE PIPE

F.001	Supply and install 150 mm diameter PVC Watermain Class 150 (excluding crossing of track)	m	409	\$ 53.27	\$ 21,787.43
Total Section F Alternative III					\$ 21,787.43



Section I - Continued

Item No.	Description	Unit	Estimated Quantity	Unit Price	T O T A L
				FORWARD	\$ 28,260.00
I.008	Fine grade boulevards using material from topsoil stockpile and place to 100 mm depth	Sq. m	1,800	\$ 0.29	\$ 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)	Sq. m	1,800	\$ 1.49	\$ 2,682.00
				Total - Section I	\$ 31,464.00

Section J - Road Surface

Alternative I - Hot Mix Asphalt

Item No.	Description	Unit	Estimated Quantity	Unit Price	T O T A L
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	\$32.00	\$ 6,720.00
				Total - Section J, Alt I	\$ 13,440.00

Alternative 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 - Section J, Alt II	\$ 9,595.50

Section K - Hydro Duct Under Tracks

Item No.	Description	Unit	Estimated Quantity	Unit Price	T O T A L
<u>ALTERNATIVE I - BORING</u>					
K.001	Supply and install 90 mm diameter welded steel liner pipe under tracks by boring and jacking	m	13	\$ 101.00	\$ 1,313.00
				Total Section K Alternative I	\$ 1,313.00

ALTERNATIVE 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	13	\$ 42.00	\$ 546.00
				Total Section K Alternative II	\$ 546.00

Section L - Provisional Items

Item No.	Description	Unit	Estimated Quantity	Unit Price	T O T A L
L.001	Remove 'soft spots' in trenches and replace with 19 mm crusher run including disposal of surplus excavated material	Cu. m	100	\$ 11.70	\$ 1,170.00
L.002	Grader rental 100 H.P. minimum tandem drive (operated)	Hr.	10	\$ 40.00	\$ 400.00
L.003	Supply and application of calcium chloride for dust control on roadways	Tonnes	1	\$330.00	\$ 330.00
	Timber shoring left in place on written orders of Engineer	Cu. m	12	\$	\$
				Total - Section L	\$ 1,900.00

SUMMARY

			<u>T O T A L</u>
SECTION A - SANITARY SEWERS			\$ 13,561.70
SECTION B - CROSSING OF TRACK WITH SANITARY SEWER			
Alternative I - Boring	\$ 3,058.00		
Alternative II - Open Cut	\$ 1,782.00	*\$	1,782.00
SECTION C - SANITARY MANHOLES		\$	7,400.00
SECTION D - SANITARY SERVICE PIPE		\$	4,471.95
SECTION E - STORM SEWER APPURTENANCES		\$	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		
Alternative II - Open Cut	\$ 1,691.91	*\$	1,691.91
SECTION I - ROAD WORK		\$	31,464.00
SECTION J - ROAD SURFACE			
Alternative I - Hot Mix Asphalt	\$ 13,440.00		
Alternative II - Cold Mix Asphalt	\$ 9,595.50	*\$	9,595.50
SECTION K - HYDRO DUCT UNDER TRACKS			
Alternative I - Boring	\$ 1,313.00		
Alternative II - Open Cut	\$ 546.00	*\$	546.00
SECTION L - PROVISIONAL ITEMS		\$	1,900.00
CONTINGENCY ALLOWANCE		\$	7,500.00
TOTAL TENDER PRICE			<u>\$ 112,837.09</u>

*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

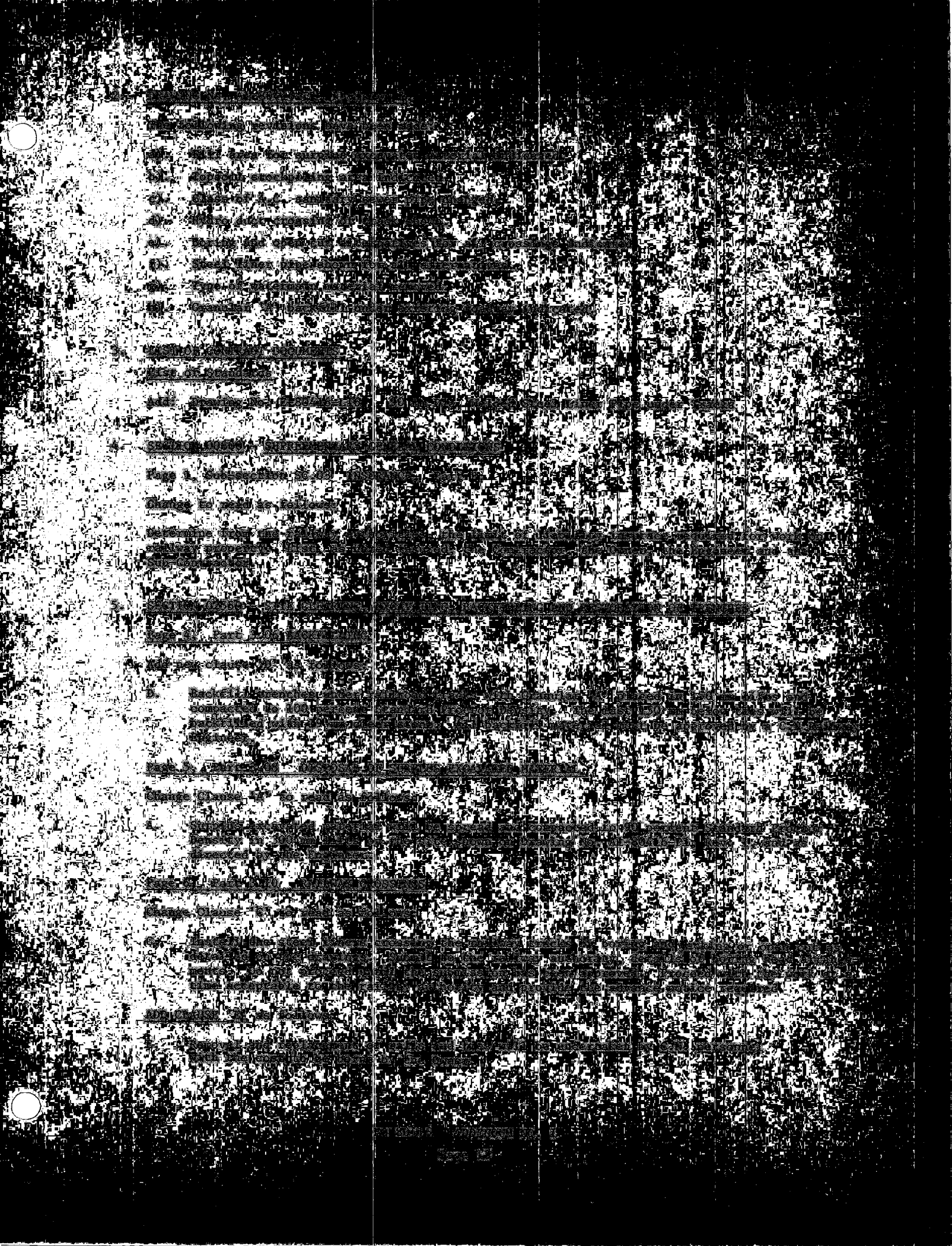
Witness

R.R. #2,
Welland, Ontario

Address

May 22nd, 1980

Date



PART 3.10 RAILWAY CROSSINGS

ADD CLAUSE 'F' as follows:

F. In both boring and open-cut alternatives, steel liner pipe will be required.

ADD CLAUSE 'G' as follows:

G. All material for railway crossing to be stockpiled prior to construction.

ADD CLAUSE 'H' as follows:

H. All work related to railway crossings will be done to the satisfaction of a C.N. Engineer.

6. SECTION 02560 SEWERS

PART 2 PRODUCTS

Page 3, Add new Sub-section 2.03 MATERIALS SUPPLIED BY OWNER, as follows:

2.03 MATERIALS SUPPLIED BY OWNER

A. The following materials will be supplied by the Owner:

1. 150 m of 200 mm diameter Class 2400 Asbestos Cement sanitary sewer pipe.
2. 168 m of 200 mm diameter Class 1500 Asbestos Cement sanitary sewer pipe.
3. One section of 1200 mm diameter Precast Manhole 1.2 m in depth.

B. The Owner will endeavour to have the items available for use when required, but failure to do so does not entitle the Contractor to compensation for delay other than extension to the time of completion, which will be determined by the Engineer.

C. Take delivery where directed and load, haul, unload and assume responsibility for the handling, storage and protection of such material until it has been placed in the work and tested satisfactorily. When required to convey Owner-supplied material from rail cars, do so as soon as the cars are available for unloading. Pay demurrage due to inattention.

D. Examine material supplied by the Owner for loss or damage in transit, prior to accepting delivery, and notify the Owner of loss or damage. The Owner will be responsible for material so identified. Be responsible for repairs to or replacement of material provided by the Owner by failing to comply with the requirements of this clause.

7. SECTION 02560 SEWERS

Page 5, Part 3.08 HOUSE SERVICE CONNECTIONS

Change Clause 'C' to read as follows:

C. Connect the house lateral by using approved 'T' or 'Y' junction.

8. SECTION 02560 SEWERS

Page 7, Part 3.12 STEEL LINER PIPE

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

A. Install the steel liner crossing the railway 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.

9. SECTION 02570 WATERMAINS

PART 2 PRODUCTS, Sub-Section 2.02 MATERIALS

Add the following clauses:

C. Ductile Iron Pipe

1. Pipe - AWWA C900, ANSI A21.21

2. Pipe - AWWA C900, ANSI A21.21

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 railway 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.

LOT 168 (in the Former
Village of Fonthill,
County of Welland)

PROPOSED 150mm D WATERMAIN
SEE DWG. No. E-80416-L2 FOR
C.N.R. CROSSING.

PROPOSED 200mm D SAN. SEWER
AT 0.60%
SEE DWG. No. E-80416-L1 FOR
C.N.R. CROSSING.

EX. 825mm D. STORM

3-1 CDR 5 KV XLPE-PVC
JACKET CONCENTRIC NEUTRAL
1/2 ALUM. CABLES 24mm O.D.

13m - 90mm D WELDED STEEL
LINER PIPE - 6.5mm WALL
THICKNESS.

RAILWAYS

NATIONAL

CANADIAN

STATION

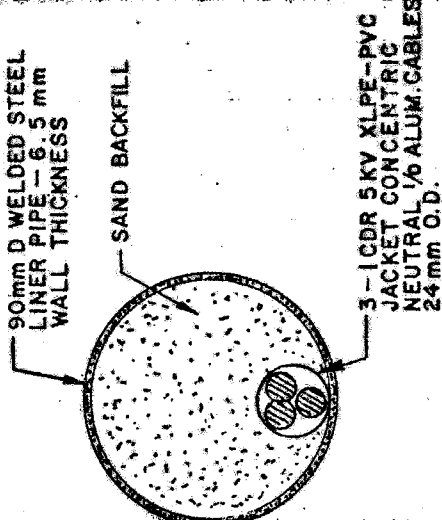
HYDRO
POLE

STREET

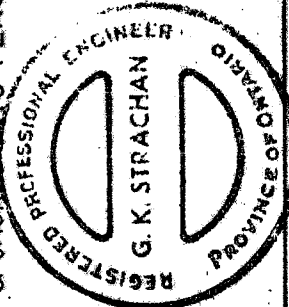
EX. 250mm D SAN. SEWER
M.H.

EX. 150mm D WATERMAIN
Q.W.V.

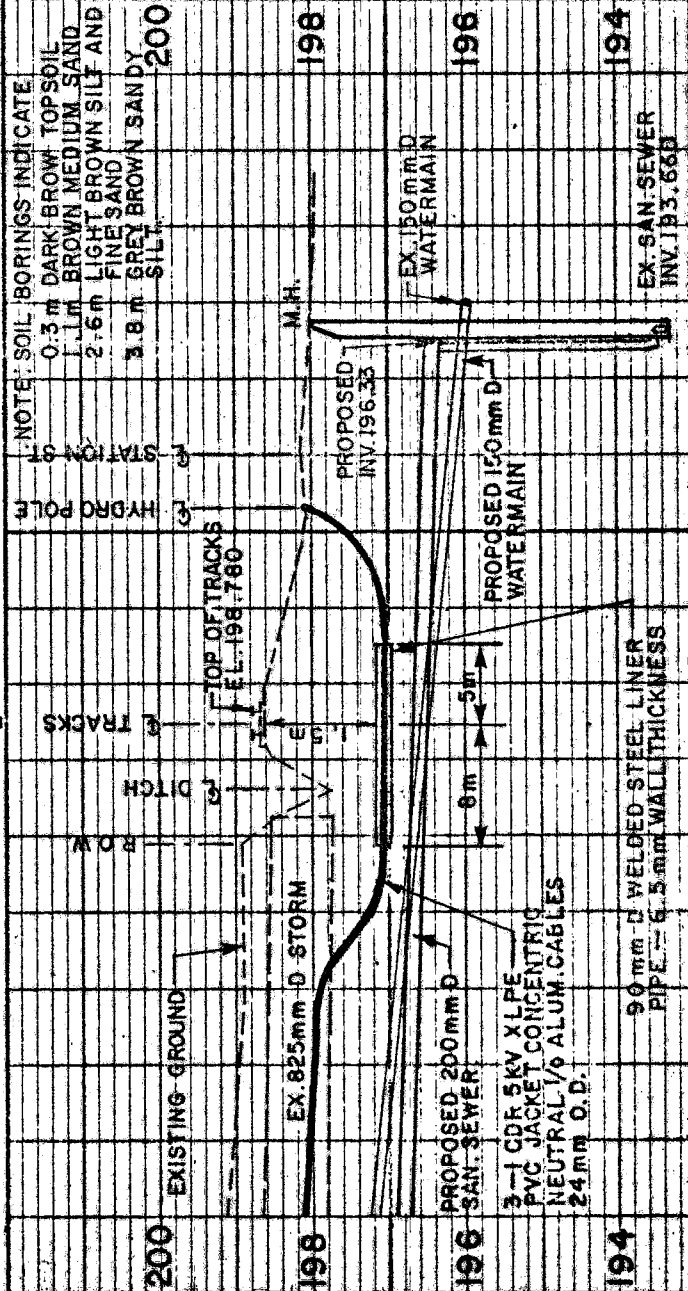
EX. 100mm GAS MAIN



SECTION THROUGH 90mm D
WELDED STEEL LINER PIPE
BORED & JACKED INTO PLACE



SCALES: HORZ. 1:500
VERT. 1:100



PROVINCE OF ONTARIO
REGIONAL MUNICIPALITY OF NIAGARA
TOWN OF PELHAM

CANADIAN NATIONAL RAILWAYS

90mm D WELDED STEEL LINER &
POWER CABLE

Proctor & Redfern Limited
Consulting Engineers and Planners
St. Catharines

M.P. 12.1 Fonthill Subdivision C.N.R.
(Fonthill Spur)

APPROVED
CANADIAN NATIONAL RAILWAYS AREA ENGINEER
DRAWN BY: E.H. DATE: APR 1980 DWG. No. E-80416-L15

C O N T R A C T D O C U M E N T S

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

TENDERER'S CHECK LIST

Before 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) ☐
10. Have you listed your Senior Staff? (if applicable) ☐
11. Have you listed the Tenderer's Plant? (if applicable) ☐
12. Are the documents complete? ☐

Note: 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) ☐

Note: 1. Your tender will be informal and may be disqualified if Any of the foregoing points (if applicable) have not been complied with.

MAKE SURE THAT YOU SEAL THE TENDER IN AN ENVELOPE AND MARK THEREON THE CONTRACT NAME AND E.O. NUMBER.

Proctor and Redfern Limited
Form CD-30- February 1973

LIST OF CONTRACT DOCUMENTS

The following shall form the Contract Documents:

	Paper Colour	Pages
Addenda Numbered <u>1</u> to <u>2</u>	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		
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-L3M	Typical Details For Supporting Services and Mains up to 300 mm
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-L12M	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 Pelham Street,
Fonthill, Ontario.. L0S 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.

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 -
1. 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 Owner in 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 Bond or 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'.

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.

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.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 -
1. The prices in the Schedule Of Tender Prices shall apply where appropriate.
 2. 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.

FT.04 ADDITIONS AND DEDUCTIONS (Cont'd)

A. (Cont'd)

2. (B) (Cont'd)

- (4) 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.
 - (5) 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

- A. We agree that we have received addenda to 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 Price.
- B. 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)

Item No.	Manhole From To	Approx. Depth (m)	Unit	Estimated Quantity	Unit Price	T O T A L
A.001	S1 S2 (excluding crossing of track)	2.3	m	79	\$	\$
A.002	S2 S3	3.0	m	90	\$	\$
A.003	S3 S4	1.5	m	69	\$	\$
A.004	S4 S5	2.3	m	58	\$	\$
A.005	S5 S6	2.4	m	41	\$	\$
Total - Section A						\$

Section A1 - Crossing of Track With Sanitary Sewer

Alternative I - Boring

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

Alternative II - Open Cut

Item No.	Description	Unit	Estimated Quantity	Unit Price	T O T A L
A1.001	Supply & install 200 mm dia. A.C. Class 2400 sanitary sewer pipe under track by open cut method including complete Granular 'A' backfill compacted to 100 percent Standard Proctor Density	m	11	\$	\$
Total - Section A1 - Alt. II					\$

Section B - Sanitary Manholes

Item No.	Manhole No.	Diameter (mm)	Approx. Depth (m)	Type	Dwg. No.	Unit	T O T A L
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	\$
B.003	S3	1200	4.5	Precast	E-80416-L14M	Lump Sum	\$
B.004	S4	1200	1.8	Precast	E-80416-L14M	Lump Sum	\$
B.005	S5	1200	2.8	Precast	E-80416-L14M	Lump Sum	\$
B.006	S6	1200	2.7	Precast	E-80416-L14M	Lump Sum	\$
Total - Section B							\$

Section C - Sanitary Service Pipe

Item No.	Description	Unit	Estimated Quantity	Unit Price	T O T A L
C.001	Supply & install 150 mm diameter asbestos cement sanitary service pipe, including all connections	m	105	\$	\$
Total - Section C					\$

Section D - Storm Sewer Appurtenances

Item No.	Description	Unit	Estimated Quantity	Unit Price	T O T A L
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	T O T A L
E.001	150 mm diameter asbestos cement watermain C1 150 (excluding crossing of track)	m	409	\$	\$
E.002	Supply & install 25 mm diameter copper Type 'K' water service pipe	m	65	\$	\$
E.003	Supply & install 50 mm diameter copper Type 'K' water service pipe	m	15	\$	\$
E.004	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 mainstop for 25 mm service	each	3	\$	\$
E.007	Supply & install mainstop for 50 mm service	each	1	\$	\$
E.008	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	\$	\$ _____

Sub-Total

Item No.	Description	Unit	Estimated Quantity	Unit Price	T O T A L
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 E1 - Crossing of Track With Watermain

Alternative I - Boring

Item No.	Description	Unit	Quantity	Unit Price	T O T A L
E1.001	Supply & install 150 mm diameter A.C. Class 150 watermain under tracks by boring method	m	11	\$	\$
Total - Section E1					\$

Section E1 - Crossing of Track With Watermain

Alternative II - Open Cut

Item No.	Description	Unit	Estimated Quantity	Unit Price	T O T A L
E1.001	Supply & install 150 mm diameter A.C. Class 150 watermain under tracks by open cut method including complete Granular 'A' backfill compacted to 100% Standard Proctor Density	m	11	\$	\$
Total - Section EII					\$

Section F - Road Work

Item No.	Description	Unit	Estimated Quantity	Unit Price	T O T A L
F.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 \pm and stockpile on site as designated by the Engineer.			Lump Sum	
F.003	Earth excavation of roadways, fine grading and compacting subgrade for roadways	m ³	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 of the Town of Pelham)	Sq. m	1,800	\$	\$
Total - Section F					\$

Section G - Road Surface

Alternative I - Hot Mix Asphalt

Item No.	Description	Unit	Estimated Quantity	Unit Price	T O T A L
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	\$	\$
Total - Section G, Alt I					\$

Alternative 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	\$	\$
Total - Section G, Alt II					\$

Section H - Provisional Items

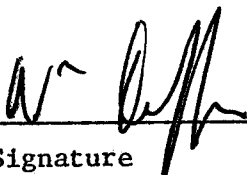
Item No.	Description	Unit	Estimated Quantity	Unit Price	T O T A L
H.001	Remove 'soft spots' in trenches and replace with 19 mm crusher run including disposal of surplus excavated material	Cu. m	100	\$	\$
H.002	Grader rental 100 H.P. minimum tandem drive (operated)	Hr.	10	\$	\$
H.003	Supply and application of calcium chloride for dust control on roadways	Tonnes	1	\$	\$
H.004	Timber shoring left in place on written orders of Engineer	Cu. m	12	\$	\$
Total - Section H					\$

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 Watermain	
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 Allowance		\$ <u>7,500.00</u>
	Total Tender Price	\$ <u> </u>

*Tenderer to enter least expensive alternative

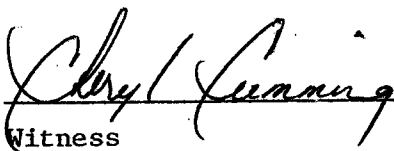
OFFERED ON BEHALF
OF THE CONTRACTOR


Signature

Signature

Contractor's Seal

WM. DUFFIN CONTRACTING LTD.
Company Name


Witness

RR 2 WELLAND.
Address

JUNE 16/80
Date

AGREEMENT

This Agreement made in triplicate this 28th day of May
19 80, between
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 22nd 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. BERGENSTEIN - MAYOR

Name and Title

Signed

MURRAY HACKETT - CLERK

Name and Title

Witness

Name and Title

CONTRACTOR

Wm. Duffin Contracting Ltd.

Name

Signed

Name and Title

Signed

Name and Title

Witness

Name and Title

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

No. _____ \$ _____

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as Principal

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 _____

_____ as Obligee

hereinafter called the Obligee, in the amount of _____

_____ Dollars (\$ _____)
lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written tender to the Obligee, dated the _____

day of _____ 19 _____, for _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have the tender accepted within sixty (60) days from the closing date of tender and the said Principal will, within the time required, enter into a formal contract and give the specified security to secure the performance of the terms and conditions of the Contract, then his obligation shall be null and void; otherwise the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

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 _____

_____ day of _____ 19 _____

SIGNED and SEALED

In the presence of

(
(
(
(_____ (Seal)
(Principal
(
(
(_____ (Seal)
(Surety

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

C.C.A. Document No. (S) 21

No. _____ \$ _____

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as Principal,

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 _____

_____ as Oblige

hereinafter called the Oblige, in the amount of _____

_____ Dollars (\$ _____)

lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Oblige, dated the _____

day of _____ 19 _____, for _____

In accordance with the Specifications and Drawings submitted therefor which contract, Specifications and Drawings, are

by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and

faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and

effect.

Whenever the Principal shall be, and declared by the Oblige to be, in default under the Contract, the Oblige having

performed the Oblige's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) complete the Contract in accordance with its terms and conditions or
- (2) obtain a bid or bids for submission to the Oblige for completing the Contract in accordance with its terms and conditions, and upon determination by the Oblige and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Oblige and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the Oblige to the Principal under the Contract, less the amount properly paid by the Oblige to the Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Oblige named herein, or the heirs, executors, administrators or successors of the Oblige.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this _____

day of _____ 19 _____

SIGNED and SEALED

In the presence of:

(
(
(
(_____ (Seal)
(Principal
(
(
(
(_____ (Seal)
(Surety

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

Approved by: INSURANCE BUREAU OF CANADA

LABOUR AND MATERIAL PAYMENT BOND
(TRUSTEE FORM)

No. _____ \$ _____

Note: This Bond is issued simultaneously with another Bond in favour of the Oblige conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as Principal,

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, subject to the conditions hereinafter contained, held and firmly bound unto

_____ as Trustee,

hereinafter called the Oblige, for the use and benefit of the Claimants, their and each of their heirs, executors,

administrators, successors and assigns, in the amount of _____

_____ Dollars (\$ _____)

of lawful money of Canada for the payment of which sum well and truly to be made the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Oblige, dated the _____

day of _____ 19 _____, for _____

which contract, Specifications & Drawings are by reference made a part hereof, and is hereinafter referred to as the Contract.

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 Oblige, 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 Oblige 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 Oblige or by joining the Oblige 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 Oblige against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Oblige 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 Oblige 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 Oblige, 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 Oblige, 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 Surety have Signed and Sealed this Bond this
day of 19

SIGNED and SEALED
In the presence of

(
(
(
(..... (Seal)
(Principal
(
(
(..... (Seal)
Surety

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
<p>Note to Tenderer - Refer to Articles 3 of the General Conditions and TI.08 of Tendering Information.</p> <p>- Names and addresses must be filled in and submit- ted with the tender. If a sub-contractor is not to be used for any work listed then show "by own forces."</p>			

Proctor & Redfern Limited
Consulting Engineers
November, 1977

TENDERER'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	NAME OF CONSULTANT ENGINEER	VALUE
Note to Tenderer - Refer to article TI.05 of Tendering Information				

Proctor & Redfern Limited
Consulting Engineers
November, 1977

TENDERER'S SENIOR STAFF

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

Proctor & Redfern Limited
Consulting Engineers
November, 1977

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:

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.