

ADD

3.11 DEWATERING

- A. Always maintain the excavation free of water.
- B. Do not use sanitary sewers for the discharge of water from the trenches.

3.12 BACKFILLING

- A. Backfill trenches from the top of the pipe bedding to the underside of surface restoration with site selected excavated material. Provide backfill free of roots, organic material and stone larger than 250 mm. Place backfill material in lifts not exceeding 150 mm. Compact to 95 percent Standard Proctor Density. Place backfill to 600 mm above top of pipe by hand.
- B. If the Engineer decides that the site selected excavation material either wholly or partially, is not suitable for backfill, then provide imported material of a type approved by the Engineer. Compact to 95 percent Standard Proctor Density.

CONSTRUCTION OF SANITARY SEWERS AND
WATERMAINS FOR THE FENWICK COMMUNITY
IN THE TOWN OF PELHAM

Contracts 1A and 1B

Project

E.O. 81490

October 1981

ADDENDUM NO. 4

October 22nd, 1981

This addendum shall form part of the contract documents. The tenderer shall insert the addendum in front of the cover page of the contract documents.

Contract 1B

1. SECTION FORM OF TENDER - Page 10, Section A - Watermains

Type of Pipe

The tender is based on the following pipe material -

*

*To be filled in by the tenderer. (use one of the four alternatives under Section 02570 - Watermains).

CONSTRUCTION OF SANITARY SEWERS AND
WATERMAINS FOR THE FENWICK COMMUNITY
IN THE TOWN OF PELHAM

Contracts 1A and 1B

Project

E.O. 81490

October 1981

ADDENDUM NO. 3

October 21st, 1981

This addendum shall form part of the contract documents. The tenderer shall insert the addendum in front of the cover page of the contract documents.

1. SECTION 02550 - CLEARING,, EXCAVATION, RESTORATION - Page 2

Part 2.01 MATERIALS

A. Granular Materials - (Change Paragraph 2 to read as follows:)

2. Granular bedding material shall meet the Granular 'A' specification in accordance with M.T.C. Form 1010.

CONSTRUCTION OF SANITARY SEWERS AND
WATERMAINS FOR THE FENWICK COMMUNITY
IN THE TOWN OF PELHAM

Contracts 1A and 1B
Project
E.O. 81490

October 1981

ADDENDUM NO. 2

October 20th, 1981.

This addendum shall form part of the contract documents. The tenderer shall insert the addendum in front of the cover page of the contract documents.

1). 1A: FORM OF TENDER FT.07 SCHEDULE OF TENDER PRICES shall read FT.09 SCHEDULE OF TENDER PRICES

2). FT.09 SCHEDULE OF TENDER PRICES, Page 3, revise pipe sizes as follows:

Item No.	<u>Manholes</u>		<u>Diameter</u> mm	
	<u>From</u>	<u>To</u>		
A001	1A	1B	<u>300</u>	instead of 250 mm
A002	1B	1	<u>300</u>	instead of 250 mm
A003	1	2	<u>300</u>	instead of 250 mm
A004	2	3	<u>300</u>	instead of 250 mm
A005	3	4	<u>300</u>	instead of 250 mm

CONTRACT 1B

3). FT.09 SCHEDULE OF TENDER PRICES, Page 10 revise Valve sizes as follows

Item No.	<u>Diameter</u> mm	
A009	<u>100</u>	instead of 75 mm
A010	<u>100</u>	instead of 65 mm
A011	Provide 50 mm D 'Century Ball Valve' and valve box complete	

4). SECTION 02570 - WATERMAINS

Part 2.02

D. Polyvinyl Chloride Pipe (Change Paragraph 1 to read as follows:)

1. Pipe AWWA C900, Class 150

CONSTRUCTION OF SANITARY SEWERS AND
WATERMAINS FOR THE FENWICK COMMUNITY
IN THE TOWN OF PELHAM

Contracts 1A and 1B
Project
E.O. 81490

October 1981

ADDENDUM NO. 1

October 15th, 1981

This addendum shall form part of the contract documents. The tenderer shall insert the addendum in front of the cover page of the contract documents.

SECTION 00100 - TENDERING INFORMATION

Clause 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
Town of Pelham
P.O. Box 400
FONTHILL, Ontario
LOS 1E0

up to 3:00 p.m., Local time:

THURSDAY, OCTOBER 29th, 1981

instead of Thursday, October 22nd, 1981.

CONTRACT DOCUMENTS

CONSTRUCTION OF SANITARY SEWERS AND
WATERMAINS FOR THE FENWICK COMMUNITY
IN THE TOWN OF PELHAM

Contracts 1A and 1B

Project

E.O. 81490

October 1981

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

GKS:WD
/tp

PROCTOR & REDFERN LIMITED
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) ☐
8. Have you listed your Sub-Contractors? (if applicable) ☐
9. Have you listed your Experience in Similar 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.

13. Have you completed the Qualification Rating and forwarded to the Ministry of the Transportation and Communications? (if applicable) ☐
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:

	<u>Paper Colour</u>	<u>Pages</u>
Addenda Numbered <u>1</u> to <u>5</u>	Green	
Tenderer's Check List	Orange	1
List of Contract Documents	Pink	2
Tendering Information	Blue	3
Form of Tender	Yellow	12
Tendering Statements:		
Agreement	White	1
Agreement to Bond (CD-22)	White	1
Bid Bond (CCA Document (S)20)	White	1
Performance Bond (CCA Document (S)21)	White	1
Labour and Materials Payment Bond (CCA Document (S)22)	White	2
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	2
General Conditions of the Contract (CD-1)	Blue	8
Project Specifications:		
Section 01010 - General	White	5
Section 02550 - Site Clearing, Excavation, Backfilling and Restoration of Trenches	White	8
Section 02560 - Sewers	White	8
Section 02570 - Watermains	White	9
Spec. 6 - Specification for Reinstatement of Roadways (Regional Road 63)	White	3

LIST OF DRAWINGS

Drawing No.

Al-81490-P1	Foss Road (Sta. 0+425 to Sta. 0+556)
Al-81490-P2	Foss Road (Sta. 0+075 to Sta. 0+425)
Al-81490-P3	Foss Road (Sta. -0+235 to Sta. 0+075)
Al-81490-P4	Church Street (Sta. 0+684 to Sta. 1+013)
Al-81490-P5	Church Street (Sta. 0+334 to Sta. 0+684)
Al-81490-P6	Church Street (Sta. 0+000 to Sta. 0+334)
Al-81490-P7	Niagara Road 63 (Canboro Road) Sta. -0+060 to Sta. 0+145
Al-81490-P8	Welland Road (Sta. 0+145 to Sta. 0+250)
Al-81490-P9	Welland Road (Sta. 0+250 to Sta. 0+600)
Al-81490-P10	Welland Road (Sta. 0+600 to Sta. 0+919.5)
Al-81490-P11	Balfour Street S. (Sta. 0+000 to Sta. 0+190)
Al-81490-P12	Garner Avenue (Sta. 0+000 to Sta. 0+318)
Al-81490-P13	Niagara Road 63 (Canboro Road) Sta. 0+240 to Sta. 0+591
Al-81490-P14	Niagara Road 63 (Canboro Road) Sta. 0+591 to Sta. 0+940
Al-81490-P15	Niagara Road 63 (Canboro Road) Sta. 0+940 to Sta. 1+302
Al-81490-P16	Maple Street (Sta. 0+000 to Sta. 0+290)

LIST OF STANDARDS

E-81490-L1	508 mm Sewer Liner and 355 mm Watermain Liner
E-81490-L2 (Rev. 1)	508 mm Sewer Liner and 250 mm D Sanitary Sewer
E-81490-L1M	Bedding for Sanitary and Storm Sewer Pipes
E-81490-L2M	1200 mm D Precast Manholes
E-81490-L3M	Aluminum Safety Ladder Rungs

LIST OF STANDARDS

Drawing No.

E-81490-L4M	Drop Structures for Manholes
E-81490-L5M	Sanitary Services to New Sanitary Sewers
E-81490-L6M	Bedding and Backfill Details for Watermains
E-81490-L7M	Hydrant Installation
E-81490-L8M	Valve Box Installation
E-81490-L9M	Concrete Thrust Blocks
E-81490-L10M	Water Service
E-81490-L11M	Blow-off Detail
E-81490-L12M	Typical Details for Supporting Utilities
E-81490-L13M	Typical Detail for Supporting Utilities larger than 300 mm
E-81490-L14M	Removal and Treatment of Tree Branches and Roots
DD704-B	Manhole Frame and Closed Cover

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, P.O. Box 400, Fonthill,
Ontario. L0S 1E0
up to 3:00 p.m., local time -
Thursday, October 22nd, 1981.
- 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. The tender shall be accompanied either by a tender deposit or by a Bid Bond.

Tender deposit shall be a Certified Cheque payable to the Owner in the amount of \$50,000.00 for Contract 1A and \$10,000.00 for Contract 1B.

Bid Bond shall be in an amount equal to 50,000.00 for Contract 1A and \$10,000.00 for Contract 1B 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 tender deposit or Bid Bond.

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, 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 tender deposit or Bid Bond.

Tender deposits of unsuccessful Tenderers will be returned not later than 2 weeks following Contract award.

The 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.

The Tenderer may submit with his tender suggested equivalents to those articles specified by trade or other names. Such submissions shall be made on Form CD-7 attached and shall show the name of the article specified, the name and description of the suggested equivalent, and the total revision to the tender price that would result if the equivalent were accepted.

TI.11 TEST BORINGS

- A. Test borings have been made at the site of the Work and 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. Tenderers shall make such additional examination of the soil as they may feel necessary to satisfy themselves as to the conditions that may be encountered.

FORM OF TENDER

FT.01 TENDER PRICE

1. Offer by - Name - W. Duffin Contracting Ltd.
Address - R.R. #2, Welland, Ontario
Date - October 27th, 1981

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

(For Contract 1A)

dollars (\$ 653,948.50)

(For Contract 1B)

dollars (\$ 70,087.48)

FT.02 CONTINGENCIES AND ALLOWANCES

- A. We agree that the tender price includes the contingency sum of \$10,000.00 for Contract 1A and \$2,000.00 for Contract 1B, 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 the Schedule Of Tender Prices are not appropriate, the prices in the Table of Prices shall apply where appropriate.
 3. If the prices in subsections 1 and 2 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.

FT.04 ADDITIONS AND DEDUCTIONS (Cont'd)

A. (Cont'd)

3. (B) (Cont'd)

- (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.
 - (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.
4. Whenever extra Work is being performed under subsection 3(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 1 to 5 inclusive, and the tender price includes the provisions set out in such addenda.

FT.06 COMPLETION - SEWERS (CONTRACT 1A).

- A. We agree to commence Work as specified, to proceed continuously to the completion and to complete all Work in 26 weeks.

FT.07 COMPLETION - WATERMAINS (CONTRACT 1B).

- A. We agree to commence Work as specified, to proceed continuously to the completion and to complete all Work in 10 weeks.

FT.08 TYPE OF PIPE

- A. The tender is based on the following pipe material _____
Polyvinyl Chloride Sewer Pipe _____*

*To be filled in by the Tenderer. (use one of four alternatives under Section 02560 - Sewers)

FT.07 SCHEDULE OF TENDER PRICES

Item No.	Manholes From	To	Diameter (mm)	Average Depth (m)	Bedding Class	Quantity (m)	Unit Price	T O T A L
<u>CONTRACT 1A</u>								
<u>Section A - Sanitary Sewers (use one of four alternatives)</u>								
<u>Drawing A1-81490-P1</u>								
A001	1A	1B	250	4.7	B	98	\$ 107.00	\$ 10,486.00
A002	1B	1	250	5.0	B	97	\$ 107.00	\$ 10,379.00
<u>Drawing A1-81490-P2</u>								
A003	1	2	250	4.0	B	122	\$ 101.00	\$ 12,322.00
A004	2	3	250	3.5	B	113	\$ 101.00	\$ 11,413.00
<u>Drawing A1-81490-P3</u>								
A005	3	4	250	3.5	B	122	\$ 101.00	\$ 12,322.00
A006	4	5	200	2.4	B	116	\$ 77.00	\$ 8,932.00
A007	5	6	200	1.3	B	116	\$ 68.00	\$ 7,888.00
<u>Drawing A1-81490-P4</u>								
A008	4	7	250	2.0	B	98	\$ 79.00	\$ 7,742.00
A009	7	8	250	2.2	B	102	\$ 79.00	\$ 8,058.00
A010	8	9	250	2.4	B	102	\$ 85.00	\$ 8,670.00
<u>Drawing A1-81490-P5</u>								
A011	9	10	250	2.4	B	90	\$ 85.00	\$ 7,650.00
(excluding railway crossing)								
A012	10	11	250	2.5	B	110	\$ 85.00	\$ 9,350.00
A013	11	12	250	3.5	B	110	\$ 89.00	\$ 9,790.00
<u>Drawing A1-81490-P6</u>								
A014	12	13	250	3.0	B	102	\$ 85.00	\$ 8,670.00
A015	13	14	250	1.6	B	73	\$ 79.00	\$ 5,767.00
A016	14	15	250	1.6	B	64	\$ 79.00	\$ 5,056.00
A017	15	16	250	2.5	B	75	\$ 85.00	\$ 6,375.00
A018	16	17	250	3.4	B	75	\$ 89.00	\$ 6,675.00
Sub-Total Forward								\$ 157,545.00

Item No.	Manholes From	Manholes To	Diameter (mm)	Average Depth (m)	Bedding Class	Quantity (m)	Unit Price	T O T A L
Sub-Total Forward								\$ 157,545.00
<u>Drawing A1-81490-P7</u>								
A019	18	19	250	2.5	B	95	\$ 85.00	\$ 8,075.00
A020	19	20	250	1.5	B	94	\$ 79.00	\$ 7,426.00
<u>Drawing A1-81490-P8</u>								
A021	17	18	200	2.8	B	95	\$ 82.00	\$ 7,790.00
A022	17	21	250	3.0	B	23	\$ 83.00	\$ 1,909.00
A023	21	22	250	2.8	B	102	\$ 83.00	\$ 8,466.00
A024	22	23	250	2.5	B	102	\$ 79.00	\$ 8,058.00
<u>Drawing A1-81490-P9</u>								
A025	23	24	250	1.9	B	102	\$ 76.00	\$ 7,752.00
A026	24	25	250	2.5	B	102	\$ 79.00	\$ 8,058.00
A027	25	26	250	2.3	B	95	\$ 76.00	\$ 7,220.00
A028	26	27	250	2.0	B	95	\$ 76.00	\$ 7,220.00
<u>Drawing A1-81490-P10</u>								
A029	27	28	250	2.5	B	95	\$ 79.00	\$ 7,505.00
A030	28	29	250	2.1	B	96	\$ 76.00	\$ 7,296.00
A031	29	30	250	2.2	B	67	\$ 76.00	\$ 5,092.00
A032	30	31	250	1.7	B	67	\$ 75.00	\$ 5,025.00
<u>Drawing A1-81490-P11</u>								
A033	31	32	200	1.7	B	91	\$ 69.00	\$ 6,279.00
A034	32	33	200	2.3	B	91	\$ 73.00	\$ 6,643.00
<u>Drawing A1-81490-P12</u>								
A035	29	34	200	3.0	B	93	\$ 79.00	\$ 7,347.00
A036	34	35	200	3.0	B	118	\$ 79.00	\$ 9,322.00
A037	35	36	200	3.0	B	105	\$ 79.00	\$ 8,295.00
<u>Drawing A1-81490-P13</u>								
A038	21	37	200	3.0	B	97	\$ 79.00	\$ 7,663.00
A039	37	38	200	3.6	B	80	\$ 82.00	\$ 6,560.00
Sub-Total Forward								\$ 306,546.00

Item No.	Manholes From To		Diameter (mm)	Average Depth (m)	Bedding Class	Quantity (m)	Unit Price	T O T A L
Sub-Total Forward								\$ 306,546.00
A040	38	39	200	4.0	B	100	\$ 85.00	\$ 8,500.00
A041	39	40	200	4.6	B	7	\$ 99.50	\$ 696.50
A042	39	41	200	2.8	B	96	\$ 79.00	\$ 7,584.00
<u>Drawing A1-81490-P14</u>								
A043	41	42	200	3.4	B	110	\$ 82.00	\$ 9,020.00
A044	42	43	200	3.0	B	100	\$ 79.00	\$ 7,900.00
A045	43	44	200	3.0	B	106	\$ 79.00	\$ 8,374.00
<u>Drawing A1-81490-P15</u>								
A046	44	45	200	4.2	B	97	\$ 89.00	\$ 8,633.00
A047	45	46	200	3.0	B	98	\$ 79.00	\$ 7,742.00
A048	46	47	200	3.0	B	94	\$ 79.00	\$ 7,426.00
A049	47	48	200	2.3	B	94	\$ 73.00	\$ 6,862.00
<u>Drawing A1-81490-P16</u>								
A050	37	49	200	2.5	B	100	\$ 75.00	\$ 7,500.00
A051	49	50	200	3.0	B	100	\$ 79.00	\$ 7,900.00
A052	50	51	200	3.0	B	92	\$ 79.00	\$ 7,268.00
A053	6	Over-flow	200	2.0	B	10	\$ 73.00	\$ 730.00
Total for Section A - Sanitary Sewers								\$ 402,681.50

Item No.	Manhole No.	Depth in m	Type (see Drawings)	T O T A L
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Section B - Sanitary Manholes (all items - lump sum)
(Depth in m to lowest invert)

B001	1A	4.5	E-81490-L2M	\$ 1,600.00
B002	1B	3.8	E-81490-L2M	\$ 1,500.00
B003	1	4.3	E-81490-L2M	\$ 1,600.00
B004	2	4.2	E-81490-L2M	\$ 1,550.00
B005	3	3.6	E-81490-L2M	\$ 1,500.00
Sub-Total Forward				\$ 7,750.00

Item No.	Manhole No.	Depth in m	Type (see Drawings)	T O T A L
Sub-Total Forward				\$ 7,750.00
B006	4	3.1	E-81490-L2M Drop Structure E-81490-L4M	\$ 1,750.00
B007	5	1.5	E-81490-L2M	\$ 1,100.00
B008	6	1.0	E-81490-L2M	\$ 900.00
B009	7	1.9	E-81490-L2M	\$ 1,100.00
B010	8	2.4	E-81490-L2M	\$ 1,250.00
B011	9	2.2	E-81490-L2M	\$ 1,100.00
B012	10	2.4	E-81490-L2M	\$ 1,250.00
B013	11	2.7	E-81490-L2M	\$ 1,300.00
B014	12	3.8	E-81490-L2M	\$ 1,500.00
B015	13	2.2	E-81490-L2M	\$ 1,100.00
B016	14	1.5	E-81490-L2M	\$ 1,100.00
B017	15	1.9	E-81490-L2M	\$ 1,100.00
B018	16	3.3	E-81490-L2M	\$ 1,450.00
B019	17	3.3	E-81490-L2M	\$ 1,450.00
B020	18	2.7	E-81490-L2M	\$ 1,300.00
B021	19	2.1	E-81490-L2M	\$ 1,100.00
B022	20	1.3	E-81490-L2M	\$ 1,000.00
B023	21	2.4	E-81490-L2M	\$ 1,250.00
B024	22	2.6	E-81490-L2M	\$ 1,300.00
B025	23	2.1	E-81490-L2M	\$ 1,100.00
B026	24	2.0	E-81490-L2M	\$ 1,100.00
B027	25	2.2	E-81490-L2M	\$ 1,100.00
B028	26	2.0	E-81490-L2M	\$ 1,100.00
B029	27	2.0	E-81490-L2M	\$ 1,100.00
B030	28	2.0	E-81490-L2M	\$ 1,100.00
B031	29	2.6	E-81490-L2M	\$ 1,300.00
B032	30	1.8	E-81490-L2M	\$ 1,100.00
B033	31	1.6	E-81490-L2M	\$ 1,050.00
Sub-Total Forward				\$ 41,200.00

Item No.	Manhole No.	Depth in m	Type (see (Drawings)	T O T A L
Sub-Total Forward				\$ 41,200.00
B034	32	2.0	E-81490-L2M	\$ 1,100.00
B035	33	2.7	E-81490-L2M	\$ 1,300.00
B036	34	3.7	E-81490-L2M	\$ 1,500.00
B037	35	3.2	E-81490-L2M	\$ 1,450.00
B038	36	3.0	E-81490-L2M	\$ 1,400.00
B039	37	3.3	E-81490-L2M	\$ 1,450.00
B040	38	3.8	E-81490-L2M	\$ 1,500.00
B041	39	4.7	E-81490-L2M	\$ 1,950.00
			Drop Structure E-81490-L4M	
B042	40	4.7	E-81490-L2M	\$ 1,600.00
B043	41	3.0	E-81490-L2M	\$ 1,400.00
B044	42	3.3	E-81490-L2M	\$ 1,450.00
B045	43	3.5	E-81490-L2M	\$ 1,900.00
			Drop Structure E-81490-L4M	
B046	44	4.0	E-81490-L2M	\$ 1,500.00
B047	45	4.5	E-81490-L2M	\$ 2,000.00
			Drop Structure E-81490-L4M	
B048	46	3.3	E-81490-L2M	\$ 1,450.00
B049	47	3.0	E-81490-L2M	\$ 1,400.00
B050	48	2.2	E-81490-L2M	\$ 1,100.00
B051	49	2.7	E-81490-L2M	\$ 1,300.00
B052	50	3.5	E-81490-L2M	\$ 1,450.00
B053	51	1.8	E-81490-L2M	\$ 1,100.00
Total for Section B - Sanitary Manholes				<u>\$ 70,500.00</u>

Item No.	Description	Unit	Quantity	Unit Price	T O T A L
<u>Section C - Sanitary Services</u>					
C001	Provide 125 mm D sanitary service pipe from sewer to property line	m	2300	\$ 45.00	\$ 103,500.00
C002	Provide 125 mm D sanitary service connections to sewer	Each	200	\$ 40.00	\$ 8,000.00
C003	Provide 125 mm D sanitary service pipe riser	Vert.m	100	\$ 50.00	\$ 5,000.00
Total for Section C - Sanitary Services					<u>\$ 116,500.00</u>
<u>Section D - Railway Crossings</u>					
D001	Provide 508 mm D steel pipe liner including 250 mm D sewer by boring and jacking under railway on Church Street (see Drawing E-81490-L1)	m	13	\$ 340.00	\$ 4,420.00
D002	Provide 508 mm D steel pipe liner including 250 mm D sewer by boring and jacking under railway on Foss Road (see Drawing E-81490-L2, Rev. 1)	m	20	\$ 338.00	\$ 6,760.00
Total for Section D - Railway Crossings					<u>\$ 11,180.00</u>
<u>Section E - Provisional Items</u>					
E001	Supply and place 50 mm crusher run for bedding in trenches including excavation and disposal of excavated material	m ³	400	\$ 14.38	\$ 5,752.00
E002	Supply and place calcium chloride	tonnes	20	\$ 325.00	\$ 6,500.00
E003	Supply and place 300 mm D C.S.P. culverts	m	100	\$ 49.00	\$ 4,900.00
E004	Timber left on written order of Engineer	m ³	80	\$ 25.00	\$ 2,000.00
E005	Additional depth for manholes	Vert.m	5	\$ 125.00	\$ 625.00
E006	Earth excavation in trenches	m ³	100	\$ 3.00	\$ 300.00
Sub-Total Forward					\$ 20,077.00

Item No.	Description	Unit	Quantity	Unit Price	TOTAL
Sub-Total Forward					\$ 20,077.00
E007	Supply and place imported granular 'B' for trench backfill	m ³	2000	\$ 5.55	\$ 11,100.00
E008	Supply and place imported granular 'A' material as required by the Engineer	m ³	2000	\$ 5.88	\$ 11,760.00
E009	Remove and replace 300 mm D concrete sewer on Welland Avenue at Sta. 0+400			Lump Sum	\$ 150.00
Total for Section E - Provisional Items					<u>\$ 43,087.00</u>
Section F - Contingency Allowance				Lump Sum	<u>\$ 10,000.00</u>

SUMMARY - CONTRACT 1A

Section A - Sanitary Sewers	\$ 402,681.50
Section B - Sanitary Manholes	\$ 70,500.00
Section C - Sanitary Services	\$ 116,500.00
Section D - Railway Crossings	\$ 11,180.00
Section E - Provisional Items	\$ 43,087.00
Section F - Contingency Allowance	<u>\$ 10,000.00</u>
TOTAL CONTRACT VALUE - CONTRACT 1A	<u><u>\$ 653,948.50</u></u>

Item No.	Description	Unit	Quantity	Unit Price	T O T A L
<u>CONTRACT 1B</u>					
<u>Section A - Watermains and Appurtenances</u>					
A001	Provide 150 mm D watermain (excluding railway crossing)	m	419	\$ 54.42	\$ 22,801.98
A002	Provide 100 mm D watermain	m	65	\$ 49.28	\$ 3,203.20
A003	Provide 75 mm D watermain	m	14	\$ 37.50	\$ 525.00
A004	Provide 65 mm D watermain	m	274	\$ 37.45	\$ 10,261.30
A005	Provide 50 mm D watermain (excluding railway crossing)	m	160	\$ 35.85	\$ 5,736.00
A006	Connect new 150 mm D watermain to existing 150 mm D on Church Street			Lump Sum	\$ 200.00
A007	Provide 150 mm valve and valve box complete	Each	1	\$ 450.00	\$ 450.00
A008	Provide 100 mm valve and valve box complete	Each	1	\$ 360.00	\$ 360.00
A009	Provide 75 mm valve and valve box complete	Each	1	\$ 360.00	\$ 360.00
A010	Provide 65 mm valve and valve box complete	Each	1	\$ 360.00	\$ 360.00
A011	Provide 50 mm valve and valve box complete	Each	1	\$ 230.00	\$ 230.00
A012	Provide complete blow-off assembly	Each	1	\$ 400.00	\$ 400.00
A013	Provide hydrant set complete	Each	1	\$ 1,870.00	\$ 1,870.00
A014	Provide 18 mm D copper water service pipe including curb stop	m	350	\$ 36.00	\$ 12,600.00
A015	Provide 18 mm D water service connections to watermain	Each	35	\$ 135.00	\$ 4,725.00
A016	Salvage and relocate existing blow-off assembly			Lump Sum	\$ 200.00
Sub-Total Forward					\$ 64,282.48

Item No.	Description	Unit	Quantity	Unit Price	T O T A L
Sub-Total Forward					\$ 64,282.48
A017	Provide 50 mm D copper water service pipe including curb stop	m	5	\$ 96.00	\$ 480.00
A018	Provide 50 mm D water service connection to watermain	Each	1	\$ 300.00	\$ 300.00
A019	Provide 355 mm D steel liner pipe including 150 mm D watermain including boring and jacking under railway on Church Street (see Drawing E-81490-L1)	m	11	\$ 275.00	\$ 3,025.00
Total for Section A - Watermains and Appurtenances					<u>\$ 68,087.48</u>
Section B - Contingency Allowance				Lump Sum	<u>\$ 2,000.00</u>

SUMMARY - CONTRACT 1B

Section A - Watermains and Appurtenances	\$ 68,087.48
Section B - Contingency Allowance	<u>\$ 2,000.00</u>
TOTAL CONTRACT VALUE - CONTRACT 1B	<u>\$ 70,087.48</u>

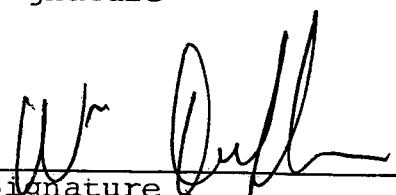

TOTAL CONTRACT VALUE - CONTRACT 1A = \$ 653,948.50

TOTAL CONTRACT VALUE - CONTRACT 1B = \$ 70,087.48

Note: Contract 1A and 1B can be tendered separately or jointly.

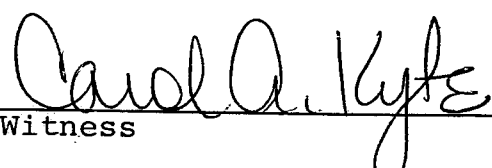
OFFERED ON BEHALF
OF THE CONTRACTOR

Signature


Signature  X
WILLIAM DUFFIN

Contractor's Seal

W. Duffin Contracting Ltd.
Company Name


Witness

R.R. #2,
Welland, Ontario L3B 5N5
Address

October 27th, 1981
Date

AGREEMENT

This Agreement made in triplicate this 16th day of November 19 81, between
W. Duffin Contracting Ltd. hereinafter called "The Contractor",

AND

The Corporation of 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 27th day of October, 19 81, (which shall be deemed to form part of this Contract) to the satisfaction of the Engineer for the total contract price of \$ 653,948.50 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 Corporation of the Town of Pelham

Name

Eric G. Bergenstein

Signed

ERIC G. BERGENSTEIN - MAYOR

Name and Title

Murray Hackett

Signed

MURRAY HACKETT - CLERK

Name and Title

Witness

Name and Title

CONTRACTOR

W. Duffin Contracting Ltd.

Name

W. Duffin X

Signed

WILLIAM DUFFIN

Name and Title

President

Signed

Name and Title

Carol A. Kute

Witness

Accountant

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.

AGREEMENT

This Agreement made in triplicate this 16th day of November 19 81, between W. Duffin Contracting Ltd. hereinafter called "The Contractor",

AND

The Corporation of 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 27th day of October, 19 81, (which shall be deemed to form part of this Contract) to the satisfaction of the Engineer for the total contract price of \$ 70,087.48 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 Corporation of the Town of Pelham
Name.

Eric G. Bergenstein
Signed

ERIC G. BERGENSTEIN - MAYOR
Name and Title

Murray Hackett
Signed

MURRAY HACKETT - CLERK
Name and Title

Witness

Name and Title

CONTRACTOR

W. Duffin Contracting Ltd.

Name

W. Duffin
Signed

WILLIAM DUFFIN
Name and Title

President
Signed

Name and Title

David A. Kite
Witness

Accountant
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.

AGREEMENT TO BOND

Date _____ 19__

Proctor and Redfern Limited

Project E.O. 81490

*

Gentlemen:

Construction of Sanitary Sewers and Watermains
for the Fenwick Community in the Town of Pelham,
Ontario

In consideration of the Owner accepting the tender of
and executing an Agreement with

(hereinafter referred to as 'the Tenderer') for the
construction of sanitary sewers and watermains for the
Fenwick Community in the Town of Pelham, Ontario
subject to the express condition that the Owner receive
the Performance Bond and the Payment Bond in accordance
with the said tender, we the undersigned hereby agree
with the Owner, to become bound to the Owner as surety
for the Tenderer in a performance bond and a payment
bond each in an amount equal to 100 percent of the
tender price, in the standard forms of the Canadian
Construction Association and in accordance with the
said tender, and we agree to furnish the Owner with the
said bonds within 7 days after notification of the
acceptance of the tender has been mailed to us.

Yours very truly

Note: This Agreement must be executed on behalf of the
surety company by its authorized officers under
the company's corporate seal.

*Enter name and address of surety company at the top of
the page.

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 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 submitted a written tender to the Oblige, 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 Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige 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

((((((((((((

Principal

(Seal)

Surety

(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

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 entered into a written contract with the Obligee, 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 Obligee to be, in default under the Contract, the Obligee having
performed the Obligee'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 Obligee for completing the Contract in accordance with its terms and
conditions, and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for
a contract between such bidder and the Obligee 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 Obligee to the Principal under the Contract, less the amount properly
paid by the Obligee 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 Obligee
named herein, or the heirs, executors, administrators or successors of the Obligee.

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

**LABOUR AND MATERIAL PAYMENT BOND
(TRUSTEE FORM)**

No.

\$

Note: This Bond is issued simultaneously with another Bond in favour of the Obligeé 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 Obligeé, 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 Obligeé, 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 Obligor, 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 Obligor 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 Obligor or by joining the Obligor 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 Obligor against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligor 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 Obligor 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 Obligor, 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 Obligor, 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 material 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

LIST OF SUB-CONTRACTORS

SUB-TRADE	NAME OF SUB-CONTRACTOR	ADDRESS OF SUB-CONTRACTOR	VALUE OF SUB-CONTRACT
	All work by own	forces.	

Names and Addresses must be filled in and submitted with the Tender. If a sub-contractor is not to be used for any work listed, then show 'by own forces'.

Proctor & Redfern Limited
Consulting Engineers and Planners

TENDERER'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	NAME OF CONSULTANT ENGINEER	VALUE
1981	Storm sewers	City of St. Catharines	Proctor & Redfern	\$470,000.00
1981	Trunk watermain	Reg. Mun. of Niagara	Gore & Storrie	\$175,000.00
1980	Storm sewer	City of Niagara Falls		\$185,000.00
1980	Storm sewer	City of Niagara Falls		\$285,000.00
1980	Storm sewer	City of Welland		\$110,000.00
1980	Storm sewer	G.M. Canada		\$126,000.00
1980	Sewers	Town of Pelham		\$115,000.00

Proctor and Redfern Limited
Consulting Engineers and Planners

TENDERER'S SENIOR STAFF

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE
<u>Office</u>		
<hr/>		
<u>Field</u>		
Wm. Duffin	Owner	12 years
David Duffin	Foreman	12 years

Proctor and Redfern Limited
Consulting Engineers and Planners

TENDERER'S PLANT

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

PLANT OWNED:

CAT 235 Excavator
CAT 225 Excavator with Compactor
Case 580 Backhoe with Compactor
CAT 950 Wheel Loader
3 Mack Trucks

PLANT TO BE RENTED OR LEASED:

PLANT TO BE PURCHASED:

Proctor and Redfern Limited
Consulting Engineers and Planners

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.

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 \$200.00 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 3 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 a 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 PERFORMANCE BOND

- A. The provisions of the General Conditions shall apply except that C.C.A. Document (S) 21 shall be used.

SC.08 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

SC.09 REQUIREMENT FOR REGIONAL ROAD RESTORATION (CANBORO ROAD)

- A. Restore as follows:
 - 1. Sawcut pavement as directed by the Engineers.
 - 2. Backfill top 450 mm of base with granular 'A' material compacted to 100 percent proctor density in 150 mm lifts.
 - 3. Place 100 mm of HL6 hot mix asphalt.
 - 4. Place 40 mm of HL3 hot mix asphalt.