

TOWN OF PELHAM

COMPLETION OF FENWICK SEWAGE PUMPING STATION  
CONTRACT NO. 4

Proctor & Redfern Limited

September 1982

Project E.O. 81490

ADDENDUM NO. 2

September 10th, 1982

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. ADD ITEM 24

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>TOTAL</u>
24	Re-grade 300 mm diameter sewer from Manhole 1A to pumping station by lowering invert at pumping station 100 mm.	Lump Sum	\$ 5,842.00
24A	Break out pumping station wall connect sewer and modify internal aluminum grating to suit lower connection point	Lump Sum	\$ 780.00

EO 81490 CONTRACT NO. 4 ADDENDUM NO. 2

Page 1 of 1

TOWN OF PELHAM

COMPLETION OF FENWICK SEWAGE PUMPING STATION  
CONTRACT NO. 4

Proctor & Redfern Limited

September 1982

Project E.O. 81490

ADDENDUM NO. 1  
September 9th, 1982

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. Delete Item 24 in the Bill of Quantities "Repair leak in sewer from Manhole #1 to the pumping station".
2. Fence material currently on site is not available for use. Any fence material found on site is to be removed and stored on site.
3. Galbraith Electric shall be named as the electrical sub-contractor.



Town of Pelham

FENWICK SEWAGE WORKS  
CONTRACT NO. 4

COMPLETION OF FOSS ROAD PUMPING STATION

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

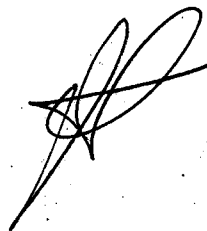
WB:tp

September 1982

LIST OF CONTRACT DOCUMENTS

The following shall form the Contract Documents:

	<u>Paper Colour</u>	<u>No. of Pages</u>
List of Contract Documents	Pink	1
Tendering Information	Blue	2
Form of Tender	Yellow	6
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		2
Bond (CCA Document (S)22)	White	2
Supplementary General Conditions	Blue	2
General Conditions of the Contract (CD-1)	Blue	8
Project Specifications:		
Section 02710 - Chain Link Fencing (Vinyl Covered)	White	3



SECTION 00100 - TENDERING INFORMATION

TI.01 CONTRACT 3 - FOSS ROAD PUMPING STATION

- A. The following sections of the above noted contract shall form a part of this contract.
1. Addenda Numbered 1 to 1
  2. Tenderer's Check List
  3. List of Contract Documents
  4. Tendering Information
  5. Supplementary General Conditions
  6. General Conditions of the Contract (CD-1)
  7. Project Specifications
    - (A) Section 01010 - General
    - (B) Section 02200 - Site Clearing, Excavating, Backfilling and Grading
    - (C) Section 02710 - Chain Link Fencing (Vinyl Covered) (attached)
    - (D) Section 11100 - Equipment and Piping
    - (E) Section 16010 - Electrical General (including E-STD-16-1 and Appendix E1)
    - (F) Section 16210 - Electrical Work
  8. List of Drawings
    - (A) A1-81490-L1 (attached)
    - (B) A1-81490-E1 - Electrical (attached)
  9. List of Standards
    - (A) E-STD-1-1 - Concrete Thrust Blocks
    - (B) E-STD-2-1 - Pipe Bedding Details
    - (C) E-STD-2-10 - Aluminum Safety Ladder Rungs
    - (D) E-STD-8-8 - Typical Pipe Support Details

- (E) E-STD-8-30 - Typical Grating Seating Details
- (F) E-STD-11-4M - Anchor Bolt Details
- (G) E-STD-11-17M - Support for Structures Adjacent to  
Lower Work
- (H) E-STD-11-35 - Concrete Pour Release Form
- (I) E-STD-16-1 - Cable Trenching Details
- (J) E-81490-1 - Bar Screen Details
- (K) E-81490-2 - Gate and Fence Details
- (L) E-81490-3 - Meter Chamber

TI.02 FORM OF TENDER

- A. The attached form of tender shall be used together with the documents previously listed to form Contract 4 - Completion of Foss Road Pumping Station.
- B. The attached form of tender is essentially a deficiency list. Most of the components required for the completion have been installed. There has been a successful station start-up and operation of the pumps is satisfactory. The contractors are requested to visit the site to familiarize themselves with the extent of the remaining work.

FORM OF TENDER

FT.01 TENDER PRICE

1. Offer by - Name - John Tries Construction Limited

Address - P.O. Box 130, Highway #8A, St. Davids, Ontario  
LOS 1P0

Date - September 13th, 1982

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 bond 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 (\$ 27,953.00)

FT.02 CONTINGENCIES AND ALLOWANCES

- A. We agree that the tender price includes the contingency sum of \$1,000.00 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 ADDITIONS AND DEDUCTIONS

- A. We agree that the valuation of additions to, and deductions from, the Contract shall be made as follows -
1. 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.
  - (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.
2. Whenever extra Work is being performed under subsection 1(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 approval daily reports.

FT.04 ADDENDA

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

FT.05 COMPLETION

- A. We agree to commence Work as specified, to proceed continuously to the completion and to complete all Work within 4 weeks from the date of issue of the written order to start Work (excluding ventilation fan).

FT.06 PREVIOUS CONTRACTS

- A. The undersigned acknowledges that this contract is a separate contract with the Town of Pelham and does not (and shall not be deemed to) form a part of or supplement to the contract previously referable to the work herein described, being contract number 3 "Foss Road Pumping Station".



FT.07 TABLE OF PRICES

Item No.	Description	P R I C E
<u>A. Mechanical</u>		
1.	Clean flood meter chamber	\$ 50.00
2.	Clean floor by-pass chamber	\$ 38.00
3.	Clean mud off aluminum grating	\$ 88.00
4.	Clean paint off aluminum handrail	\$ 50.00
5.	Complete topsoil and seeding of pumping station site	\$ 2,022.00
6.	Complete fencing (see attached drawing and specification)	\$ 7,020.00
7.	Fill precast lid lift holes with mortar	\$ 19.00
8.	Install valve extension stems and sleeves in by-pass chamber	\$ 108.00
9.	Provide and install ventilation fan and duct	
	<u>Powerline #105 DIC 72</u>	
	- inline centrifugal duct blower, direct drive	
	- 1000 rpm	
	- 1/4 hp explosion proof motor (Class 1, Division 2, Group D) complete with "EPCOTE" epoxy resin coating	
	- aluminum wheel and housing	
	- 353 cfm @ 1/4 in. S.P.	\$ 1,874.00
10.	Adjust upper guide bar holders to permit pump exit	\$ 63.00
11.	Tighten upper guide bar holders	\$ 50.00
12.	Provide lifting chain mounting brackets	\$ 100.00
13.	Re-locate hooks for the storage of two suction hoses and three discharge hoses	\$ 57.00
14.	Correct chain post connections and provide stainless steel connectors	\$ 300.00
Sub-Total Forward		\$ 11,839.00

Item No.	Description	P R I C E
Sub-Total Forward		\$ 11,839.00
15.	Install additional bolt to mount aluminum framework to wall	\$ 106.00
16.	Provide adequate hinge on grating section above lower ladder	\$ 106.00
17.	Provide bituminuous paint on aluminum wall brackets	\$ 84.00
18.	Correct leakage in by-pass chamber pipe joints between inlet and check valve	\$ 78.00
19.	Provide two extra pump discharge gaskets	\$ 207.00
20.	Tighten counterweight on check valve in the by-pass chamber	\$ 25.00
21.	Provide aluminum bolts on aluminum grating hold down brackets	\$ 126.00
22.	Paint air valve and all non-galvanized steel surfaces in the pumping station	\$ 57.00
23.	Provide clips to mount insulation in by-pass manhole	\$ 50.00
24.	Repair leak in sewer from Manhole #1 to the pumping station	\$ 5,742.00
24A.	Per Addendum #2	780.00
25.	Lift Pump #P2 to inspect guide bar location	\$ 61.00
26.	Complete five day running test	\$ 1,000.00
27.	Provide maintenance and operation manuals for: flow meter, flow recorder, as outlined in Section 11100 - 3.08 B	\$ n/c
<u>B. Electrical</u>		
28.	Provide flow recorder (Galbraith Electric)	\$ 2,779.00
29.	Connect and calibrate flow meter	\$ 273.00
30.	Install ten foot cord on battery charger terminal clips	\$ 73.00
Sub-Total Forward		\$ 23,386.00

Item No.	Description	P R I C E
Sub-Total Forward		\$ 23,386.00
31.	Connect pump motor moisture sensors to breaker	\$ 205.00
32.	Connect high level alarm to Welland Pollution Control Plant	\$ 68.00
33.	Provide mechanical protection to PVC conduit (8 foot section) pole	\$ 239.00
34.	Modify start up/shut down sequence to comply with submitted sequence of operation (June 8/82) (Galbraith Electric)	\$ 683.00
35.	Provide as-built electrical schematic	\$ 252.00
36.	Provide final hydro inspection certificate	\$ n/c
37.	Connect supply fan	\$ 555.00
38.	Provide door mounted interlocks	\$ 708.00
39.	Label all equipment as specified	\$ 215.00
40.	Locate ground rod and shown measurement on as-built	\$ 152.00
41.	Complete EYS seals following the five day test	\$ 353.00
42.	Lower shut off float by 6 inches	\$ 137.00
43.	Contingency Allowance	\$ 1,000.00
TOTAL CONTRACT PRICE		\$ 27,953.00

OFFERED ON BEHALF  
OF THE CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Contractor's Seal

John Tries Construction Limited  
Company Name

Lilian A. Miller  
Witness

P.O. Box 130, Highway #8A,  
St. Davids, Ontario L0S 1P0  
Address

September 13th, 1982  
Date

AGREEMENT

This Agreement made in triplicate this 14th day of September 19 82 , between John Tries Construction Limited hereinafter called "The Contractor",

AND

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 13th day of September , 19 82 , (which shall be deemed to form part of this Contract) to the satisfaction of the Engineer for the total contract price of \$ 27,953.00 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.

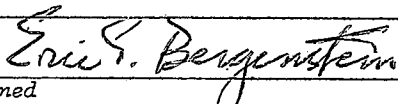
Time shall be deemed the essence of this Contract.

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

Town of Pelham  
Name

  
Signed

ERIC S. BERGENSTEIN - MAYOR  
Name and Title

  
Signed

MURRAY HACKETT - CLERK  
Name and Title

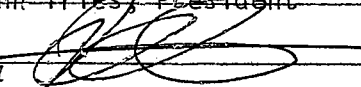
Witness

Name and Title

CONTRACTOR

John Tries Construction Limited  
Name

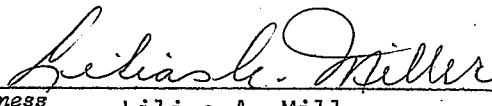
John Tries, President

  
Signed

Name and Title

Signed

Name and Title

  
Witness

Lilius A. Miller  
Office Manager  
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 \_\_\_\_\_ 1982

Project No. EO 81490, Contract 4

\*

Gentlemen:

Completion of Fenwick Sewage Pumping Station  
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 completion of Fenwick Sewage Pumping Station 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 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

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



LABOUR AND MATERIAL PAYMENT BOND  
(TRUSTEE FORM)

No. \_\_\_\_\_ \$ \_\_\_\_\_

Note: This Bond is issued simultaneously with another Bond in favour of the Obligee 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 Obligee, 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 Obligee, 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

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. For the purpose of reducing the amount of holdback, the whole Contract is divided into two sections -
- B. The statutory 15 percent holdback will apply to the Contract.

# GENERAL CONDITIONS OF THE CONTRACT

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PROCTOR & REDFERN LIMITED  
CONSULTING ENGINEERS  
75 EGLINTON AVENUE EAST, TORONTO, ONT. M4P 1H3

**GENERAL CONDITIONS OF THE CONTRACT**

1. Wherever used in the Contract Documents, or other documents forming part of the Contract:
    - (a) the word "Contract" means: the Contract to do the Work, the Bonds or Securities, the Addenda (if any), the Specifications, the General and Supplementary General Conditions, the Tendering Information, the List of Contract Documents, the Drawings, and other documents referred to or connected with the Agreement.
    - (b) the word "Owner" means the person or corporation accepting the Tender.
    - (c) the word "Contractor" means the person or corporation to whom the Contract for the Work has been awarded.
    - (d) the word "Subcontractor" means the person or corporation having a contract with the Contractor (or with another subcontractor) for the execution of a part or parts of the Work included in the Contract, or for the supplying of material for the Contract and worked to a special design according to the Drawings and Specifications.
    - (e) the word "Engineer" means Proctor & Redfern Limited, Consulting Engineers, and their duly authorized agents.
    - (f) the word "Work" means labour, materials and other things required to be done, that are shown, described or implied in the Contract Documents, and includes extra and additional Work that may be ordered by the Engineer.
  2. (a) The Contract Documents shall be signed and sealed, in triplicate, by the Owner and the Contractor.  
(b) The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include plant, labour and materials (except as specifically excepted) necessary for the complete and proper execution of the Work.  
(c) Drawings and Specifications shall be read and interpreted together. Work not specifically described, but obviously necessary for the satisfactory completion of the Work for the purpose intended shall be supplied and performed by the Contractor as though it had been described and shown in the Drawings and Specifications.  
(d) Reference to published standard specifications shall be to the edition current at the time of the signing of the Contract Documents.
  3. (a) Without the written approval of the Engineer, the Contractor shall not change the Subcontractors named in the Contract.  
(b) The Contractor shall be held as fully responsible to the Owner for the acts and omissions of his Subcontractors (and of persons directly and indirectly employed by them) as for the acts and omissions of persons directly employed by the Contractor.  
(c) The Contractor shall bind every Subcontractor to the terms of the Contract Documents, as far as applicable to the Subcontractor's Work.  
(d) Nothing in the Contract Documents shall create any contractual relation between Subcontractors and the Owner.  
(e) Division of the Specifications into sections or subsections shall be only for clarity of reading and reference, and shall not be taken to be a division into trades, subtrades or sections of Work of any kind.
  4. (a) Any notice or communication to the Contractor shall be deemed to be legally well and sufficiently given and served, if:
    - (i) handed to the Contractor or his authorized representatives, or
    - (ii) posted or sent to the address given in the Tender, or,
    - (iii) posted or sent to the Contractor's domicile or usual place of business, or
    - (iv) posted or sent to the place where the Work is, or is to be, carried on, or
    - (v) posted to or left at his last known address.
1.  
DEFINITIONS

2.  
DOCUMENTS

3.  
SUB-  
CONTRACTORS

4.  
NOTICES

- (b) If the Work is closed, suspended or stopped for the winter (or for other approved reasons), the Contractor shall remove material from streets, sidewalks, boulevards and other public property.
  - (c) The Contractor shall ensure that the charges of explosives used, and the time at which they are exploded, shall be such as not to cause suffering, inconvenience or injury to persons nor damage to property.
  - (d) Explosives shall be properly housed and protected, and no explosives that have deteriorated shall be used. Approved methods of handling and thawing frozen explosives shall be followed. In blasting operations, the Contractor shall exercise the greatest care at all times.
  - (e) The Contractor shall provide, erect and maintain necessary barriers, fences and other proper protection, and shall provide and maintain watchmen and lights as may be necessary to ensure the safety of the public and others. Unless otherwise specified, the Contractor shall keep streets and sidewalks open for use by the public. The Contractor shall provide, erect and maintain a sufficient number of detour signs, and other proper notices, wherever the use of streets or sidewalks is dangerous due to the Contractor's operations.
  - (f) When Work is carried on at night, the Contractor shall provide, erect and operate a sufficient number of lights to enable the Work to be performed satisfactorily.
11. (a) The Contractor shall complete the Work in accordance with a schedule set down in co-operation with the Engineer at the time of the award of the Contract. Amendments to this schedule may be made by the Engineer, on application by the Contractor.
- (b) Should the Engineer be of the opinion that the quantity or quality of labour or plant supplied by the Contractor is not sufficient, or that the methods being employed are not such as will ensure that the Work will be completed within the specified time, the Contractor shall forthwith improve the quality and increase the number of men employed, shall make revisions to the plant, and shall employ Work methods satisfactory to the Engineer.
12. (a) Damage, loss, expense and delay incurred or experienced by the Contractor in the prosecution of the Work, by reason of unanticipated difficulties, bad weather, strikes, wars, acts of God, or other mischances, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.
- (b) The position of pole lines, conduits, watermains, sewers and other underground and over-ground utilities and structures is not necessarily shown on the Contract Drawings, and, where shown, the accuracy of the position of such utilities and structures is not guaranteed. Before starting Work, the Contractor shall inform himself of the exact location of such utilities and structures, and shall assume liability for damage to them. Unless otherwise specified, the Contractor shall support such utilities and structures, or temporarily remove them, and restore them, to the satisfaction of the owners of the utilities and structures.
13. (a) Workmanship shall be first-class and material new and of best quality. The Contractor shall pay due regard to the neat and attractive appearance of the finished Work.
- (b) If ordered by the Engineer, the Contractor shall make such openings in the Work as are needed to re-examine the Work, and shall forthwith make the Work good again. Should the Engineer find the Work so opened up to be faulty, the whole of the expense of opening, checking and making good shall be borne by the Contractor. Should the Engineer find the Work opened up to be in an acceptable condition, such expense will be borne by the Owner.
- (c) The Contractor shall remove and make good defective Work, and the entire cost of such removal and making good shall be borne by the Contractor.
14. When Work is permitted or ordered by the Engineer to be done in cold weather, the Contractor shall provide suitable means for heating and protection, and the materials shall be heated and protected. All Work that may be injured by frost, and which cannot be satisfactorily completed, shall be put in a proper and satisfactory condition, and shall be protected from damage by frost. Unless otherwise specified, the cost of such protection shall be borne by the Contractor.

#### 11. PROSECUTION OF THE WORK

#### 12. OPERATIONAL RISKS

#### 13. WORKMANSHIP AND MATERIALS

#### 14. COLD WEATHER

The Engineer's decision as to matters referred to in this clause shall be binding upon the parties concerned.

- (b) When the Engineer makes a decision under this clause, the Contractor shall immediately proceed with Work affected by the decision. Additions to or deductions from the Contract price shall be made only as provided for in the Contract, and no revisions to the completion time shall be made, unless approved by the Engineer.
- (c) The Engineer may at reasonable times visit, enter and check at buildings, factories, workshops, works or sites wherever materials are being prepared, made or treated, or where other Work is being done in connection with the Contract. The Engineer may also take such samples as he may consider necessary.

- 21. (a) Shop Drawings will be reviewed only to check general arrangement and conformance with the design concept of the project and compliance with the Contract Documents.
- (b) Where the Engineer requires Shop and Setting Drawings, the Contractor shall submit them in sufficient time to allow for examination by the Engineer and for any corrections that he may require to be made. The Contractor shall not commence Work on items covered by Shop Drawings (where such drawings have been requested) before the Engineer's review.
- (c) The Contractor shall make changes in Shop and Setting Drawings as the Engineer requires consistent with the Contract and shall submit revised prints to the Engineer. When submitting Shop and Setting Drawings, the Contractor shall notify the Engineer of every change made from the Contract Documents.
- (d) Review of Shop Drawings by the Engineer shall not relieve the Contractor from compliance with requirements of the Contract Documents, nor relieve him of responsibility for errors made in the Shop Drawings.
- (e) The Contractor shall be responsible for confirming and correlating quantities and dimensions; selecting fabrication processes and techniques of construction; and coordinating the Work of Subcontractors.
- (f) Prior to submission to the Engineer the Contractor shall review Shop Drawings. By this review the Contractor represents that he has determined and verified field measurements, field construction criteria, materials, catalogue numbers and similar data or will do so and that he has checked and co-ordinated each Shop Drawing with the requirements of the Work and of the Contract Documents. The Contractor's review of each Shop Drawing shall be indicated by stamp, date and signature of a responsible person.
- (g) Shop Drawings shall be properly identified by the name of the project, the E.O. number, the item and the area in which the item is to be used. Where options occur on the Shop Drawing, the option proposed to be used shall be marked. If applicable, the related Specification Section shall be indicated.

#### 21. SHOP DRAWINGS

- 22. Contract Documents, including Drawings, Specifications, models and similar items supplied by the Engineer are his property. Such Documents are not to be used on other work and, with the exception of the signed Contract Documents, shall be returned by the Contractor to the Engineer on the completion of the Work.

#### 22. OWNERSHIP OF DOCUMENTS

- 23. The Contractor shall assume the defence of and shall indemnify and save harmless the Owner from claims:
  - (a) resulting from the prosecution of the Work, or
  - (b) resulting from any of the Contractor's operations, or
  - (c) caused by reason of the existence, location or condition of the Work, or
  - (d) caused by reason of any material, plant or labour used in the Work, or
  - (e) arising from an act of commission or omission on the part of the Contractor, or
  - (f) relating to inventions, copyrights, trademarks, patents (and rights to them) used in doing the Work, or in the use and operation of Work on completion, unless otherwise specified.

#### 23. LIABILITY



30. (a) Claims or alleged claims received by the Contractor shall be dealt with immediately by the Contractor. If a claim is settled to the satisfaction of the claimant, the Contractor shall submit to the Engineer a copy of the claimant's release.
- (b) If a claim or alleged claim is rejected by the Contractor and/or his insurance company, the Contractor shall report this fact in writing to the Engineer.
- (c) Should 30 days elapse after the claim or alleged claim has been received by the Contractor, and the Contractor is not able to report settlement or rejection of the claim, he shall report to the Engineer the steps being taken with respect to the claim.
31. The Engineer may prohibit the Contractor from carrying on operations during hours of the day in which the Engineer, in his judgment, deems such operations to be a disturbance or nuisance to the public.
- Such prohibition may be made notwithstanding prior consent, order, agreement or requirement in the Contract that stipulates maximum or minimum hours of Work.
32. (a) At monthly intervals, the Contractor and the Engineer shall make a valuation of the Work and materials supplied under the Contract. Should the Engineer wish to measure the Work or materials supplied, the Contractor shall assist in such measurements and furnish particulars required.
- (b) The monthly valuations described in subsection (a) above shall not bind the Owner, the Contractor or the Engineer to final valuation of the Work to be done under the Contract, but shall be construed as approximations only for the purpose of Progress Certificates.
- (c) The final valuation of the Work shall be prepared as soon as possible after the whole of the Work has been completed.
33. The Contractor shall be entitled to receive partial payments upon the certificate of the Engineer of the value of Work done and materials supplied.
- Unless otherwise specified, eighty-five per cent (85%) of the estimated value of the completed Work and material supplied will be certified, less amounts retained under Clause 36.
- For Progress Certificates, the Engineer's decision as to the estimated value of completed Work and material supplied shall be final, but shall not be binding on him, the Contractor or the Owner in the establishing of the final value of the Work, nor shall it be taken as evidence as to ownership of, or payment for the Work.
34. Holdbacks held under the provision of the Mechanics' Lien Act will be released upon application by the Contractor, and will be subject to the requirements of the Act. The Contractor's applications shall be made in the forms included as Appendices 1 and 2 to these General Conditions. When the Engineer is satisfied that the Work meets the requirements of Substantial Completion in the Mechanics' Lien Act he will issue a Substantial Completion Certificate to establish a date for commencement of the holdback period.
35. (a) When the Work required to be done under the Contract has been completed in every respect and is acceptable to the Engineer, a final valuation of the Contract will be prepared by the Contractor and the Engineer.
- (b) The Contractor shall submit to the Engineer a statement indicating the Contractor's valuation of the Work according to records available to the Contractor. The Engineer will review this statement and either approve it or submit detail reasons for revisions that, in his opinion, should be made.
- (c) Should the Engineer consider it advisable, the Engineer will prepare a final valuation of the Work and submit it to the Contractor who shall either approve it or submit detail reasons for revisions that, in his opinion, should be made.
- (d) When the Engineer and Contractor have reached agreement as to the final value of the Work, the Engineer will issue a Total Completion Certificate, detailing the valuation of the Contract, and certifying its acceptance at a certain specific date, referred to as the "acceptance date."
- (e) Should the Engineer and Contractor be unable to reach agreement as to the final value of the Work within a reasonable period, the Engineer will issue his Total Completion Certificate detailing his valuation of the Contract and certifying acceptance of the Work at a certain specific date, referred to as the "acceptance date."

30.  
INSURANCE  
CLAIMS

31.  
HOURS  
OF WORK

32.  
VALUATION

33.  
PROGRESS  
CERTIFICATES

34.  
SUBSTANTIAL  
COMPLETION  
AND HOLDBACK  
RELEASE

35.  
TOTAL  
COMPLETION  
CERTIFICATE

41. The Contractor shall not assign the Contract, or any part of it without the written consent of the Owner, nor shall the Contractor assign monies due, or to become due, to him without the written consent of the Owner.

41.  
ASSIGNMENT

42. The Contractor shall employ a competent supervisor and necessary assistants who shall at all times, be in attendance at the place of the Work while Work is being performed.

42.  
SUPERINTENDENCE

The supervisor shall be satisfactory to the Engineer and shall not be changed except for good reason and only then after consultation with the Engineer.

The supervisor shall represent the Contractor at the place of the Work and directives given to him by the Engineer shall be held to have been given to the Contractor.

The Contractor shall provide the Engineer with the name, address and phone number of the supervisor and other responsible person(s) who may be contacted for emergency or other reasons.

**APPENDIX 1 OF THE GENERAL CONDITIONS OF THE CONTRACT**

**APPLICATION FOR RELEASE OF SUBCONTRACTOR'S HOLDBACK**

Owner:

Project:

EO:

Contractor:

Subcontract:

Subcontractor:

1. We, \_\_\_\_\_ the said Subcontractor  
hereby confirm that the Work under the said subcontract was completed on \_\_\_\_\_  
, that the subcontract price was \$ \_\_\_\_\_, and hereby  
request the issue of a certificate that such subcontract Work has been completed.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

SEAL:

2. We, \_\_\_\_\_ the said Contractor  
hereby confirm that Work of the above subcontract has been complete in accord-  
dance with the Contract Documents and that the subcontract price was \$ \_\_\_\_\_  
, and hereby apply for a reduction in holdback with respect to the  
subcontract, in accordance with the provisions of the Mechanics' Lien Act.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

SEAL:

**PROCTOR & REDFERN LIMITED**  
Consulting Engineers

May, 1978

**APPENDIX 2 OF THE GENERAL CONDITIONS OF THE CONTRACT**

**APPLICATION FOR RELEASE OF CONTRACTOR'S HOLDBACK**

Owner:

Project:

EO:

Contractor:

We,  
hereby confirm:

the said Contractor,

- (i) that the Work under the above Contract is "substantially complete" as defined in the Mechanics' Lien Act, and
- (ii) that there are no outstanding liens, garnishees, attachments or other charges affecting the Work, and
- (iii) that the value of Work done to the date of substantial completion is \$  
and
- (iv) that the value of Work remaining to be done is \$

and hereby apply for release of holdback monies in accordance with the provisions of the Mechanics' Lien Act.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

SEAL:

SECTION 02710 CHAIN LINK FENCING (VINYL COVERED)

PART 1 GENERAL

1.01 INTENT

A. This Section covers the Work of Fencing including -

1. Fabric
2. Posts
3. Top Rails
4. Brace Rails
5. Fittings
6. Tension Wire
7. Concrete Footings
8. Gates.

PART 2 PRODUCTS

2.01 MATERIAL - Conform to latest edition of reference standards

- A. Fencing and gates as manufactured by Dominion Fence and Wire Products Ltd. or approved equal.
- B. Height of fence - 1.83 m (6 ft.).
- C. Fabric
1. 9 ga. galvanized steel wire PVC (vinyl) coated and woven in 38.1 mm (1-1/2 in.) mesh.
  2. Provide top salvage of fabric with a twisted and barbed finish and bottom salvage with a knuckled finish.
- D. PVC (vinyl) Coating (fabric)
1. Apply PVC (vinyl) coating by extrusion process with a catalytic polyester bond.
- E. Posts
1. Line Posts
    - (a) 47.6 mm (1-7/8 in.) O.D., galvanized steel pipe PVC (vinyl) coated.
  2. Terminal Posts
    - (a) 73.0 mm (2-7/8 in.) O.D. galvanized steel pipe PVC (vinyl) coated.

PART 2 PRODUCTS (Cont'd)  
2.01 MATERIAL (Cont'd)

F. Top Rails

1. 49.2 mm (1-5/16 in.) O.D., galvanized steel pipe PVC (vinyl) coated.

G. Brace Rails

1. 49.2 mm (1-5/16 in.) O.D., galvanized steel pipe PVC (vinyl) coated.

H. Fittings

1. Galvanized steel PVC (vinyl) coated or moulded rigid PVC (vinyl).

I. Bottom Wire

1. No. 9 ga., single strand galvanized wire PVC (vinyl) coated.

J. Concrete Footings

1. Concrete - C.S.A. A23.1 min. 15 MPa (2,000 psi) compressive cylinder strength at 28 days.
2. Terminal Posts - 304 mm (12 in.) dia., 1.219 m (48 in.) deep.
3. Line Posts - 354.0 mm (10 in.) dia., 1.067 m (42 in.) deep.

K. Gates

1. Size of Gate as indicated on Drawing E-81490-2.
2. Padlocks - Key padlocks to the Regional Municipality of Niagara. Contact area superintendent will obtain master key coding.

- L. Colour - Dark or Forest Green for all components.

PART 3 EXECUTION

3.01 INSTALLATION

- A. As shown on Drawing No. E-81490-2.

B. Terminal and Line Posts

1. Set Terminal and Line Posts in concrete base.
2. Terminal Posts spacing - max. 30.480 m (100 ft.) O.C.
3. Line Posts spacing - max. 3.048 m (10 ft.) O.C.

C. Top Rail

1. Connect outside sleeve couplings in 3.048 m (10 ft.) min. lengths.
2. Pass Top Rail through Line Posts caps to form a continuous brace between Terminal Posts.
3. Secure to Terminal Posts with receptacle fittings.

**PART 3 EXECUTION (Cont'd)**  
**3.01 INSTALLATION (Cont'd)**

**D. Braces**

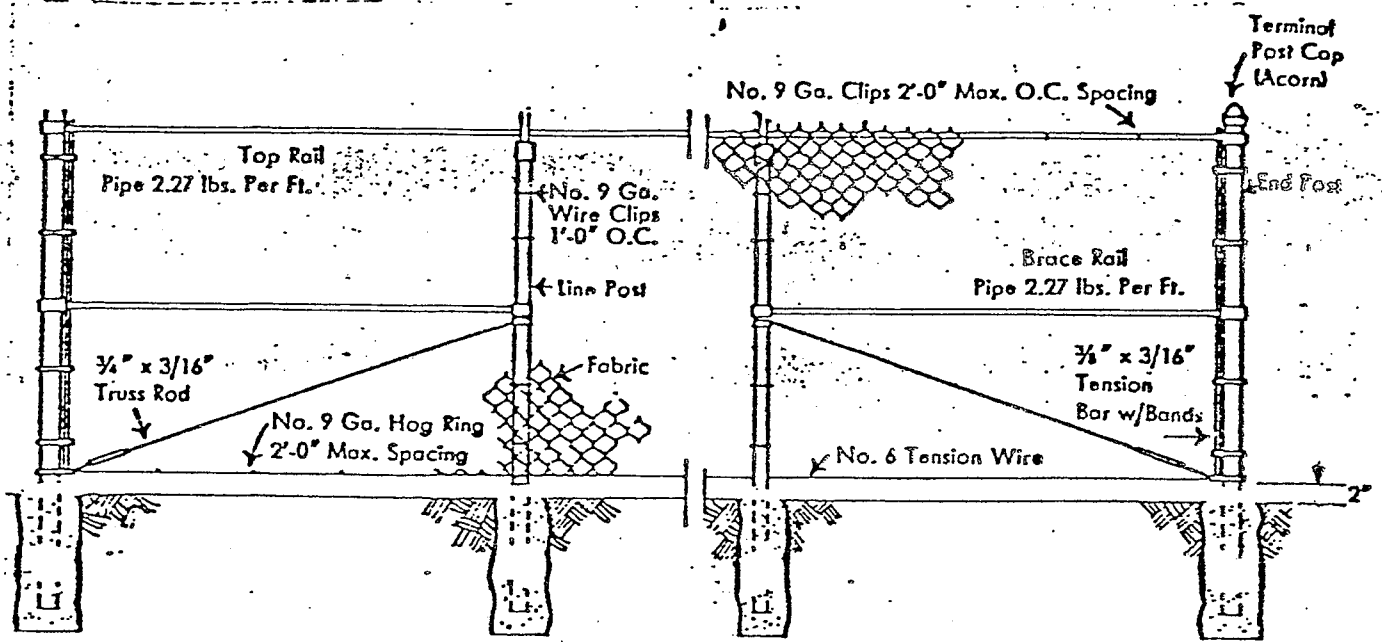
1. Install horizontal braces spaced evenly between Top Rail and bottom of fence.
2. Braces to extend from Terminal Posts to first adjacent Line Post.
3. Corner posts - two braces, end and straining posts - one brace.

**E. Fabric**

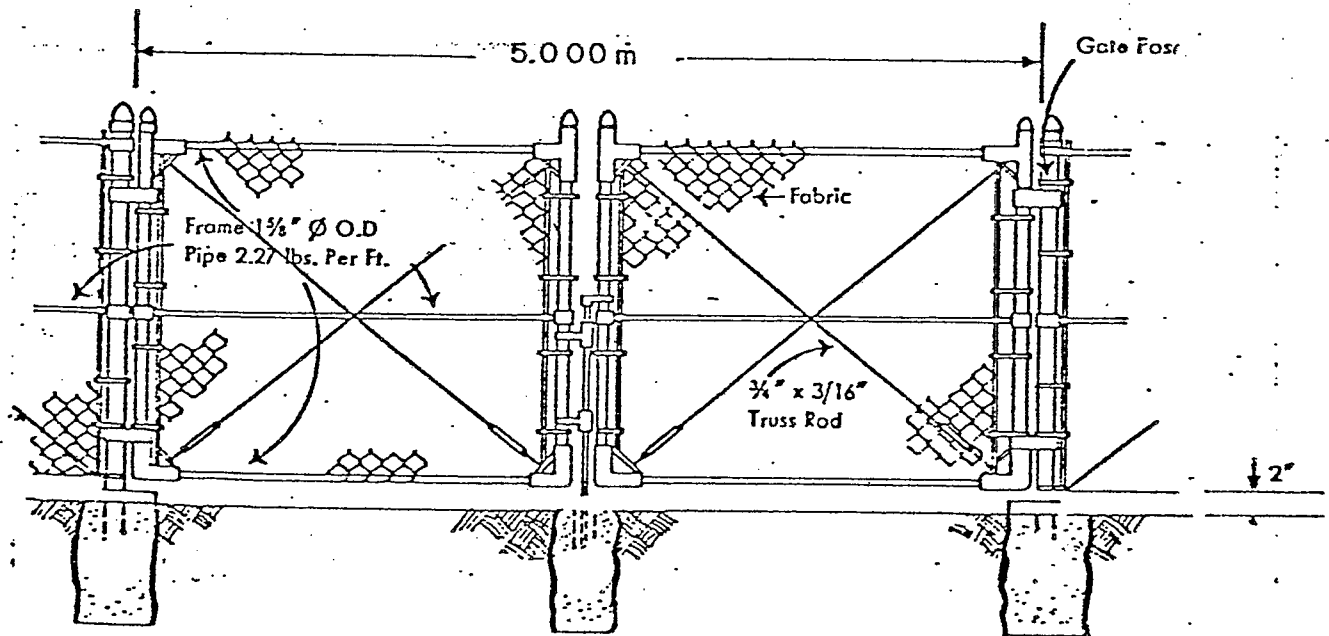
1. Stretch fabric taut over Line Posts and wire tie to Top Rail and braces and Line Post at 457.2 mm (18 in.) O.C.
2. Secure fabric to Terminal Posts with tension bar and fitting. Space tension bands at max. 304.8 mm (12 in.) O.C.

**F. Tension Wire**


1. Stretch Bottom wire taut along bottom of fabric and wire tie to fabric at 457.2 mm (18 in.) O.C.



FENCE DETAILS



DOUBLE GATE DETAILS

REVISIONS	
APPROVED BY	<div> TOWN OF PELHAM  FENWICK SEWER PROJECT  GATE AND CHAIN LINK FENCE DETAILS </div> <div>  Proctor &amp; Redfern Limited  Consulting Engineers  Toronto </div>