

**CONTRACT DOCUMENTS**

**THE TOWN OF PELHAM, ONTARIO**

**1971 ROAD RECONSTRUCTION**

**Town of Pelham Road No. 16  
from the intersection of  
Regional Roads 32 and 28  
Easterly 1,350 feet**

**E.O. 70277**

**December 1970**

**PROCTOR & REDFERN LIMITED**

**39 Queen Street  
St. Catharines, Ontario**

**RW/ro**

THE TOWN OF PELHAM, ONTARIO

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Town of Pelham Road No. 16  
from the intersection of  
Regional Roads 32 and 28  
Easterly 1,350 feet

Project E.O. 70277  
WDG/RW

December, 1970

Offer by: **McGee McGee Limited**  
Address: **P.O. Box 70, Virgil, Ontario.**

To the Corporation of the Town of Pelham

The undersigned, having examined site of the work and the instructions contained herein, hereby agree to supply all material and to perform and complete all the work in accordance with the instructions contained herein to the satisfaction of the Engineer for the total Contract Price of: **TEN THOUSAND, TWO HUNDRED AND FIFTY**

Dollars  
(\$ 10,250.00 )

The total Contract Price is compiled from the Schedule of Contract Prices included hereinafter. The quantities in the Schedule being approximate, it is agreed that the final valuation will be made on the basis of actual quantities measured during and completion of the work at the prices in the Schedule.

Time shall be of the essence of this Agreement. The Contractor will prosecute his duties in a diligent and competent manner.

1.

COMPLETION

2.

QUANTITIES

3.

COMPLETION

4.  
SCHEDULE OF  
CONTRACT PRICES

Item No.	Description	Unit	Quantity	Unit Price	TOTAL
1.	Grubbing			Lump Sum	\$ 890.00
2.	Earth Excavation (Grading)	Cu.Yd.	3,000	\$ 0.80	\$ 2,400.00
3.	Sand Cushion (Including granular backfill to culverts)	Ton	3,400	\$ 1.20	\$ 4,080.00
4.	Select Granular Base Course Class 'A'	Ton	1,800	\$ 1.60	\$ 2,880.00
Total Contract Price					\$ 10,250.00

This Contract is for the provision of all labour, material services and equipment necessary for the construction of Road No. 16 which runs east from the intersection of Regional Road No. 28 and No. 32 some 1,350 feet.

5.  
EXTENT OF WORK

This work consists of grubbing, grading granular base, and drainage ditches.

On this project, clearing has been performed by other forces. Under the Item 'Grubbing' and for the lump sum bid, the Contractor, in addition to grubbing as specified, shall clear, remove and dispose of all second growth, brush and debris from the previously cleared areas. That is, topsoil and re-usable earth material will be free from roots or any other extraneous matter which is detrimental to good road construction. All 'grubbed' material shall be removed from the project to a location agreed upon by the Town of Pelham.

6.  
GRUBBING

Excavation shall consist of two separate operations, stripping and earth cut and fill.

7.  
EXCAVATION

- 1). For the lump sum bid, the contractor shall strip the full width of the right-of-way to a depth ensuring the removal of all organic material. This material will then be placed in such areas as to require minimum effort in relocating for the topsoiling of ditch slopes.
- 2). For the lump sum bid, the Contractor will excavate the remaining material to a given grade and cross-section. Excess and re-usable material will be placed in fill areas and compacted to receive sand cushion.

Precautions will be taken at all times to allow for good drainage as spoiled material through lack of proper drainage will be removed from the project at the Contractor's expense.

For the unit price bid, the Contractor shall supply, place and compact, to the satisfaction of the Engineer sand cushion. Department of Highways specifications will govern the quality and gradation of this material.

8.  
SAND CUSHION

For the unit price bid, the Contractor shall supply, place and compact, to the satisfaction of the Engineer, Granular Base Course Class 'A'. Department of Highways specifications will govern the quality and gradation of this material.

9.  
GRANULAR 'A'

In areas where the subgrade is in cut, 12 inches of Granular 'A' will be placed on top of the native material. In areas of fill, one 6-inch layer will be placed. At no time is Granular 'A' to be placed in greater than 6-inch layers.

There will be one 30-inch C.S.P. Culvert to be placed in this project. The culvert will be supplied and delivered to the project at the expense of the Town of Pelham. Installation of culvert will be the responsibility of the Contractor and will be paid for

10.  
CULVERTS

on a labour and equipment basis. Department of Highways rates will apply to any equipment used and labour paid for at 135% of actual labour cost plus payroll burden.

## 10. (Continued)

Although it is assumed that this Contract will be carried out in an orderly and expedient manner, particular attention is drawn to trucking operations. At no extra cost or any additions to unit prices, haul routes will be maintained free from any debris or muck. Any such material on the road will be cleaned up every evening prior to closing of operations.

11.  
TRUCKING  
OPERATIONS

The provisions of Clause 39 of the 'General Conditions of the Contract' will be waived for this contract.

12.  
PERFORMANCE  
BOND

PROPERTY OWNERS' RELEASE OF ANY AREAS OF  
PRIVATELY OWNED LAND ENCROACHED ON BY CONTRACTOR

Upon completion of Contract, the Contractor shall provide the Town of Pelham with two (2) copies of a Form of Release signed by the Land Owner.

Date \_\_\_\_\_

To Town Superintendent  
Town of Pelham

Re: Contract No. \_\_\_\_\_

Dear Sir:

I hereby certify that (Contracting Firm Name) has fulfilled the terms of our agreement and has left my property in a satisfactory condition and release (Contracting Firm Name) and The Town of Pelham from further obligation.

Yours very truly

Final payment will not be made to the Contractor until all the applicable Forms of Release have been signed by Owners, received by the Town Superintendent, and checked by the Engineer.

E.O. 70276

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METRO NIA  
GRADING & EXCAVATING LTD.

100 ST. CATHARINE



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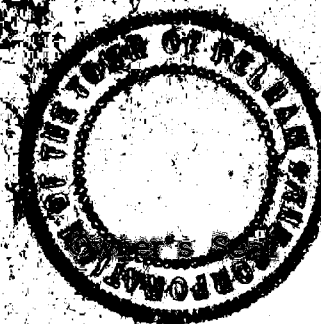
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# GENERAL CONDITIONS OF THE CONTRACT

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**PROCTOR & REDFERN LIMITED**

CONSULTING ENGINEERS

75 EGLINTON AVENUE EAST, TORONTO 315, ONTARIO



**GENERAL CONDITIONS OF THE CONTRACT**

1. Wherever used in these General Conditions, contract documents, drawings, or any other document 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 Special Conditions, the Tendering Information, the List of Contract Documents, the Drawings, and all 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 plans and specifications.
- (e) the word "ENGINEER" means PROCTOR & REDFERN or PROCTOR & REDFERN LIMITED, Consulting Engineers, and their duly authorized agents.
- (f) the word "WORK" means all labour, materials and other things required to be done, that are shown, described or implied in the contract documents, and includes all extra and additional work and material that may be ordered by the Engineer.

**1.  
DEFINITIONS**

2. (a) The Contract documents shall be signed and sealed, in triplicate, by the Owner and the Contractor.

**2.  
DOCUMENTS**

- (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 all plant, labour and materials (except as specifically excepted) necessary for the complete and proper execution of the work.
- (c) Plans and specifications shall be read and interpreted together. Work and materials 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 plans 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.

**3.  
SUB-  
CONTRACTORS**

- (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 any subcontractor and the Owner.
- (e) Any 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, sub-trades 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:

**4.  
NOTICES**

- (i) handed to the Contractor or any of his clerks or agents, 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.

- (b) If the work is closed, suspended or stopped for the winter (or for any other approved reason), the Contractor shall remove all 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 all 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 all streets and sidewalks open for use by the public, for such width as the Engineer may direct. The Contractor shall provide, erect and maintain a sufficient number of detour signs, and other proper notices, wherever the use of any street or sidewalk 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 all 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.
- (c) Should the Contractor leave the site of the work (either permanently or temporarily), he shall provide and leave a competent and reliable agent or superintendent in charge. Such person shall act in place of the Contractor.
12. (a) All 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 overground 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 all such utilities and structures, and shall assume all liability for damage to them. Unless otherwise specified, the Contractor shall support all such utilities and structures, or temporarily remove them, and restore them, to the satisfaction of the owners of the utilities and structures.
13. (a) All workmanship shall be first-class and material new and of best quality, all to the approval of the Engineer. 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 in any respect, the whole of the expense of opening, inspecting 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 all defective work and materials, and the entire cost of such removal and making good shall be borne by the Contractor.

**11.  
PROSECUTION  
OF THE WORK**

**12.  
OPERATIONAL  
RISKS**

**13.  
WORKMANSHIP  
AND  
MATERIALS**

20. (a) The Engineer will make such decisions as are necessary with respect to:

- (i) Discrepancies in the Contract documents, or
- (ii) Differences of opinion or misunderstanding that may arise as to the meaning of the Contract, or
- (iii) Omissions or misstatements in the Contract documents, or
- (iv) Quality, dimensions and sufficiency of plant, materials or work, or
- (v) The due and proper execution of the work, or
- (vi) The measurement, quantity or valuation of the work, including additional work and deductions, or
- (vii) Any other questions or matters arising out of the Contract.

The Engineer's decision as to any matter 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 all 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 all reasonable times visit, enter and make inspections at any building, factory, workshop, work or site 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.

20.  
THE ENGINEER

21. (a) Shop drawings will be examined only to check 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 approval.
- (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) Approval of shop drawings by the Engineer shall not relieve the Contractor from compliance with requirements of the Contract Drawings and Specifications, 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 co-ordinating the work of all trades.

21.  
SHOP  
DRAWINGS

22. All Contract documents, including all 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 all 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 any 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. The Engineer may prohibit the Contractor from carrying on operations during any hour or hours of the day in which the Engineer, in his judgment, deems such operations to be a disturbance or nuisance to the public.

30.  
HOURS  
OF WORK

Such prohibition may be made notwithstanding any prior consent, order, agreement or requirement in the Contract that stipulates maximum or minimum hours of work.

31. (a) At monthly intervals, the Contractor and the Engineer shall make a valuation of the work constructed and material supplied under the Contract. Should the Engineer wish to measure any of the work or material, the Contractor shall assist in such measurements and furnish all particulars required.
- (b) The monthly valuations described in subsection (a) above shall not bind the Owner, the Contractor or the Engineer to any 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 works has been completed.

31.  
VALUATION

32. The Contractor shall be entitled to receive partial payments upon the certificate of the Engineer of the value of work done and materials supplied.

32.  
PROGRESS  
CERTIFICATES

Unless otherwise specified, eighty-five per cent (85%) of the estimated value of the completed work and material supplied will be certified, less any amounts retained under Clause 35.

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.

33. (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 an Acceptance 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 Acceptance Certificate detailing his valuation of the Contract and certifying acceptance of the work at a certain specific date, referred to as the "acceptance date."

33.  
ACCEPTANCE  
CERTIFICATE

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.

34.  
SUBSTANTIAL  
COMPLETION  
AND HOLDBACK  
RELEASE

35. As well as monies held back as required by Provincial Statutes, the Owner may retain a percentage of the value of the completed work under terms set out in the Special Conditions of Contract.

35.  
PAYMENTS

36. Provided all the provisions of the Contract have been fully met, the Engineer will issue a Final Payment Certificate one year after the acceptance date, unless otherwise specified. The Final Payment Certificate will entitle the Contractor to receive the full amount due under the Contract.

36.  
FINAL  
PAYMENT  
CERTIFICATE

**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 the work of the above subcontract has been completed in accordance  
with the specifications and that the subcontract price was \$ \_\_\_\_\_, and  
hereby apply for a reduction in holdback with respect to the subcontract, all in accordance  
with the provisions of the Mechanics' Lien Act.

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

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

SEAL:

**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:

BERKHOUT SUBDIVISIONE.O. #70277ROAD NO 16ROAD GRADES

STA.	LT	RT	PROFILE GRADE	STAKE TO BATTER BOARD LT.	STAKE TO BATTER BOARD RT.	ROD
0+00	92.64	95.69	93.00	3'-4 <sup>3</sup> / <sub>8</sub> "	0'-3 <sup>3</sup> / <sub>4</sub> "	3'
0+50	90.72	93.87	92.50	4'-9 <sup>3</sup> / <sub>8</sub> "	1'-7 <sup>1</sup> / <sub>2</sub> "	3'
1+00	84.24	90.04	89.00	7'-9 <sup>1</sup> / <sub>8</sub> "	1'-11 <sup>1</sup> / <sub>2</sub> "	3'
1+50	82.68	84.46	86.66	6'-11 <sup>3</sup> / <sub>4</sub> "	5'-2 <sup>3</sup> / <sub>8</sub> "	3'
2+00	83.01	82.66	83.50	3'-5 <sup>7</sup> / <sub>8</sub> "	3'-10 <sup>1</sup> / <sub>8</sub> "	3'
2+50	80.45	83.12	81.39	3'-11 <sup>1</sup> / <sub>4</sub> "	1'-3 <sup>1</sup> / <sub>4</sub> "	3'
3+00	80.41	79.88	80.00	3'-7 <sup>1</sup> / <sub>8</sub> "	4'-1 <sup>1</sup> / <sub>2</sub> "	4'
3+50	80.01	76.98	79.00	2'-11 <sup>7</sup> / <sub>8</sub> "	6'-0 <sup>1</sup> / <sub>4</sub> "	4'
4+00	81.77	76.39	78.50	0'-8 <sup>3</sup> / <sub>4</sub> "	6'-1 <sup>3</sup> / <sub>8</sub> "	4'
4+50	84.84	75.95	78.00	0'-1 <sup>7</sup> / <sub>8</sub> "	9'-0 <sup>5</sup> / <sub>8</sub> "	7'
5+00	78.81	75.64	77.50	5'-8 <sup>1</sup> / <sub>4</sub> "	8'-10 <sup>3</sup> / <sub>8</sub> "	7'
5+50	74.38	75.89	77.00	9'-7 <sup>1</sup> / <sub>2</sub> "	8'-1 <sup>3</sup> / <sub>8</sub> "	7'
6+00	72.50	77.39	76.50	9'-0"	4'-1 <sup>3</sup> / <sub>8</sub> "	5'
6+50	70.81	79.86	76.00	10'-2 <sup>1</sup> / <sub>4</sub> "	1'-1 <sup>5</sup> / <sub>8</sub> "	5'
7+00	69.93	81.20	76.30	11'-4 <sup>1</sup> / <sub>2</sub> "	0'-1 <sup>1</sup> / <sub>8</sub> "	5'
7+50	70.39	77.50	75.65	10'-3 <sup>1</sup> / <sub>8</sub> "	3'-1 <sup>3</sup> / <sub>4</sub> "	5'
8+00	68.07	77.20	74.90	11'-10"	2'-8 <sup>3</sup> / <sub>8</sub> "	5'
8+50	67.97	78.46	74.15	11'-2 <sup>1</sup> / <sub>8</sub> "	0'-8"	5'
9+00	69.35	79.25	73.40	11'-0 <sup>5</sup> / <sub>8</sub> "	1'-1 <sup>3</sup> / <sub>4</sub> "	7'
9+50	67.00	79.12	72.65	12'-7 <sup>7</sup> / <sub>8</sub> "	0'-6 <sup>3</sup> / <sub>8</sub> "	7'
10+00	66.18	77.69	71.90	12'-8 <sup>5</sup> / <sub>8</sub> "	1'-2 <sup>1</sup> / <sub>2</sub> "	7'
10+50	65.89	73.01	71.15	8'-3 <sup>1</sup> / <sub>8</sub> "	1'-1 <sup>5</sup> / <sub>8</sub> "	
11+00	65.57	68.42	70.31	7'-8 <sup>7</sup> / <sub>8</sub> "	4'-10 <sup>5</sup> / <sub>8</sub> "	3'
11+50	69.89	63.70	69.88	2'-11 <sup>7</sup> / <sub>8</sub> "	9'-2 <sup>1</sup> / <sub>8</sub> "	3'
12+00	73.15	64.41	72.32	2'-1"	10'-10 <sup>7</sup> / <sub>8</sub> "	3'
3+00	80.13	74.38	77.15	0'-0 <sup>1</sup> / <sub>4</sub> "	5'-9 <sup>1</sup> / <sub>4</sub> "	3'