

TOWN OF PELHAM  
WORKS DEPARTMENT - WATER SECTION  
PELHAM, ONTARIO

INSTALLATION OF WATER METERS

Project E.O. 70159  
GEB

September 10th, 1970

ADDENDUM NO. 1

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. Form CD-1 (Blue Sheets) GENERAL CONDITIONS OF THE CONTRACT  
Page G.C. 6, Clause 24 'LIABILITY INSURANCE'

Section (c) should read:

'(c) have an inclusive limit at least equal to \$200,000,  
unless otherwise specified,'

instead of ... 'equal to \$500,000, unless otherwise specified'

TOWN OF PELHAM  
WORKS DEPARTMENT - WATER SECTION  
PELHAM, ONTARIO

INSTALLATION OF WATER METERS

Project E.O. 70159

July, 1970

PROCTOR & REDFERN LIMITED  
Consulting Engineers  
75 Eglinton Avenue East  
Toronto 315, Ontario

39 Queen Street  
St. Catharines, Ontario.

GEB  
/ro

TOWN OF PELHAM  
WORKS DEPARTMENT - WATER SECTION

INSTALLATION OF WATER METERS

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July 1970

LIST OF CONTRACT DOCUMENTS

The following shall form the Contract Documents:

	<u>Pages</u>
Addenda Numbered _____ to _____	
List of Contract Documents	1 Page
Tendering Information	3 Pages
Form of Contract	4 Pages
Form of Bond (CD-2)	1 Page
List of Sub-Contractors (CD-3)	1 Page
Tenderer's Experience in Similar Work (CD-4)	1 Page
Tenderer's Senior Staff (CD-5)	1 Page
Tenderer's Plant (CD-6)	1 Page
Project Specifications	1 Page
Special Conditions of Contract	3 Pages
General Conditions of Contract (CD-1)	8 Pages

Drawing (bound herein)

E-70159-SK1 -- Installation of Water Meters

TOWN OF PELHAM  
WORKS DEPARTMENT - WATER SECTION

INSTALLATION OF WATER METERS

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GEB

July 1970

TENDERING INFORMATION

Sealed tenders, marked with the name of the project,  
will be received by:

Mr. Gordon White,  
Waterworks Superintendent  
TOWN OF PELHAM, Ontario

up to 4:00 p.m., Local Time:

MONDAY, SEPTEMBER 21st, 1970

The tenders will be opened publicly as soon after the  
closing time and date as possible.

Tenders shall be made on the Form of Contract which  
shall not be detached from the other documents.

A non-refundable deposit of \$5.00 will be required  
on each set of Specifications.

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.

Addenda issued during the Tendering Period shall be  
allowed for by the Tenderer in submitting his tender.

1.  
DELIVERY AND  
OPENING OF  
TENDERS

2.  
PLANS AND  
SPECIFICATIONS

3.  
DISCREPANCIES



All prices tendered for the work shall exclude Provincial Sales Tax on all building materials to be incorporated into the work.

4.  
PROVINCIAL  
SALES TAX

The Contractor may purchase materials exempt from Provincial Sales Tax by supplying with his orders, a certificate of the Owner indicating the purpose of the purchase.

All prices tendered for the work shall include Federal Sales Tax on taxable items. No refunds will be obtainable for materials supplied under this Contract.

5.  
FEDERAL  
SALES TAX

The Tenderer shall be competent and capable of performing the various items of work. The Tenderer may be required to furnish statements covering experience on similar work, list of plant available, senior personnel to be used on the work and such statements of his financial resources as may be found necessary.

6.  
PROOF OF  
ABILITY

The Tenderer shall keep his tender open for acceptance for sixty (60) days after the closing date. Withdrawal during this period may result in forfeiture of the tender deposit.

7.  
TENDER  
LEFT OPEN

Every tender shall be accompanied by a tender deposit in the form of a certified cheque payable to the Owner in an amount equal to \$200.00

8.  
TENDER  
DEPOSIT

Such deposit shall be security to the Owner that the Tenderer, if successful, will execute the contract documents and supply a performance bond and insurance documents within two (2) weeks of award and will start work as specified.

Failure to execute the documents and to supply a bond and insurance documents within two (2) weeks, or failure to start work as specified, will result in forfeiture of the tender deposit.

Tender deposits of unsuccessful Tenderers will be returned on award of the Contract.

E.O. 70159

T.I. 3

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

8. (Continued)

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

9.  
ACCEPTANCE  
OF TENDERS

TOWN OF PELHAM  
WORKS DEPARTMENT - WATER SECTION

INSTALLATION OF WATER METERS

Project E.O. 70159  
GEB

July 1970

FORM OF CONTRACT

Offer by:    Name:

Address:

To the Town of Pelham Works Department- Water  
Section:

We, the undersigned, having examined the site of the  
work and all the Contract Documents, hereby agree to  
supply all material and to perform and complete all  
the work, in accordance with the Contract Documents  
to the satisfaction of the Engineer for the total  
Contract Price of

Dollars  
(                      )

We agree that the above Contract Price includes the  
contingency sum of \$200.00 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 total Contract Price.

The total Contract Price is compiled from the Schedule  
of Contract 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.

We agree that the valuation of additions to, and  
deductions from the Contract shall be made as follows:

1.  
CONTRACT  
PRICE

2.  
CONTINGENCIES  
AND ALLOWANCES

3.  
QUANTITIES

4.  
ADDITIONS  
AND  
DEDUCTIONS

- a). The prices in the Schedule of Contract Prices shall apply where appropriate.
- b). If the prices in subsection (a) are not appropriate, valuation will be made by one of the following methods:
- i). The Engineer may ask the Contractor for a quotation for the proposed work.
  - ii). If the quotation referred to in (i) above is not accepted by the Engineer, the actual cost of the work will be determined as the total of only the following:
    - A. Actual cost of labour, including such items as Workmen's Compensation and Unemployment Insurance.
    - B. Actual cost of materials to be incorporated into the work, including such items as freight and taxes.
    - C. For work done by the Contractor, an amount equal to 15% of the totals from subsections A and B above, which shall constitute overhead and profit of the contractor.
    - D. For work done by sub-contractors, an amount equal to 20% of the totals from subsections A and B above, which shall constitute overhead and profit of the Contractor and sub-contractors.
    - E. Rental of equipment and plant having a new value of greater than \$300. Rental rates shall be as set out in the current edition of Department of Highways Form 527.

Whenever extra work is being performed under subsection (b) (ii) 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.

E.O. 70159

F.C. 3

We agree that we have received Addenda Numbered \_\_\_\_\_ to \_\_\_\_\_ inclusive, and the Contract Price includes the provisions set out in such Addenda.

5.  
ADDENDA

We agree to commence work as specified, to proceed continuously to the completion, and to complete all the work within \_\_\_\_\_ weeks from the date of issue of the written order to start work.

6.  
COMPLETION

This Schedule is referred to in Clause 3 above.

7.  
SCHEDULE OF  
CONTRACT PRICES

- 1). Install water meters using Type 'A' or 'B' installations

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
i) on existing copper service	85	\$	\$
ii) on existing galvanized service	20	\$	\$
iii) on existing plastic service	10	\$	\$

- 2). Miscellaneous meter installations  
(unusual conditions, materials  
supplied by Owner)

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Senior Meter Installer	10	\$	\$
Assistant Helper	10	\$	\$

- 3). Contingency Allowance

\$ 200.00

TOTAL CONTRACT PRICE

\*\$

ESTIMATED VALUE OF MATERIALS \$

ESTIMATED VALUE OF LABOUR \$

CONTINGENCY ALLOWANCE \$

TOTAL CONTRACT PRICE \*\$

\* These two totals must agree.

OFFERED ON BEHALF  
OF THE CONTRACTOR

\_\_\_\_\_  
Signature

Contractor's Seal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

ACCEPTED ON BEHALF OF  
THE TOWN OF PELHAM  
WORKS DEPARTMENT - WATER SECTION

\_\_\_\_\_  
Signature

Owner's Seal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**PERFORMANCE BOND**

No.

KNOW ALL MEN BY THESE PRESENTS THAT

as Principal,  
 hereinafter called the Principal, and  
 as Surety,  
 hereinafter called the Surety, are held and firmly bound unto  
 as Oblige,ee,  
 hereinafter called the Oblige,ee, 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,ee, dated the                      day of                      19                      , for

in accordance with the plans and specifications submitted therefor which contract, plans and specifications and amendments thereto, to the extent herein provided for, 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 Principal shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and declared by Oblige,ee to be, in default under the Contract, the Oblige,ee having performed Oblige,ee'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 Oblige,ee for completing the Contract in accordance with its terms and conditions, and upon determination by Oblige,ee and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Oblige,ee 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 Oblige,ee to Principal under the Contract, less the amount properly paid by Oblige,ee to Principal.

Any suit under this Bond must be instituted before the expiration of one (1) year from 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,ee named herein or the heirs, executors, administrators, or successors of Oblige,ee.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-in-fact, this                      day of                      19                      .

LIST OF SUB-CONTRACTORS

SUB-TRADE	NAME OF SUB-CONTRACTOR	ADDRESS OF SUB-CONTRACTOR

Proctor & Redfern Limited  
Consulting Engineers  
June 11, 1969  
AS:hs



TENDERER'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	VALUE

Proctor & Redfern Limited  
Consulting Engineers  
June 11, 1969  
AS:hs

TENDERER'S SENIOR STAFF

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE

Proctor & Redfern Limited  
Consulting Engineers  
June 11, 1969  
AS:hs

TENDERER'S PLANT

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

PLANT UNDER TENDERER'S CONTROL:

PLANT TO BE RENTED:

PLANT TO BE PURCHASED:

Proctor & Redfern Limited  
Consulting Engineers  
June 11, 1969  
AS:hs

TOWN OF PELHAM  
WORKS DEPARTMENT - WATER SECTION  
INSTALLATION OF WATER METERS

Project E.O. 70159  
GEB

July 1970

PROJECT SPECIFICATIONS

This Contract is for the provision of all labour, equipment and materials necessary to install water meters throughout the Town of Pelham.

1.  
EXTENT  
OF WORK

Water meters shall be Neptune Trident Seal frost-proof meters (5/8-inch) as manufactured by Neptune Meters Limited. All meters shall be supplied by the Owner and made available to the Contractor at the Works Department Building, Highway #20, Fonthill, Ontario.

2.  
METERS

The Contractor shall supply all coupling tubes, piping, connecting nuts and fittings necessary to install the above mentioned meters in a horizontal position, as shown on the drawings.

3.  
MATERIALS  
SUPPLIED BY  
CONTRACTOR

Copper pipe shall be seamless copper water tube complying with A.S.T.M. Specification B88 Type K. All coupling tubes shall be 3/4-inch tubing and shall be bent and formed to smooth even curves with purpose made machinery. Tubing shall be fastened to the walls (where necessary) with purpose made clips to adequately support piping and meters.

4.  
COPPER  
PIPE

Copper pipe joints shall be blowtorch-soldered using 50-50 tin lead solder. Methods of joining piping of different sizes or materials shall be submitted to the owner for approval before proceeding with the work.

5.  
PIPE  
JOINTS

All work shall be performed in a neat and workman-like manner by mechanics skilled in the trade. Meter installations shall be as shown, with all work complying with the manufacturer's recommendations.

6.  
WORKMANSHIP

TOWN OF PELHAM  
WORKS DEPARTMENT - WATER SECTION

INSTALLATION OF WATER METERS

Project E.O. 70159  
GEB

July 1970

SPECIAL CONDITIONS OF CONTRACT

The Contractor shall proceed in an orderly manner, street by street, continuously until all work is completed.

1.  
SEQUENCE  
OF WORK

The Town of Pelham Works Department - Water Section will provide identification cards to the Contractor. These cards must be presented to the home-owners before entry into private dwellings. All identification cards shall be returned to the Town of Pelham Works Department - Water Section, upon completion of the work.

2.  
ACCESS TO  
PRIVATE  
DWELLINGS

The Contractor shall provide the Town of Pelham Works Department - Water Section with day to day lists of intended work such that home owners may be notified at least two (2) days in advance. The Contractor shall be responsible for notifying home owners if the schedule is altered in any way.

3.  
NOTICE OF  
INTENT TO  
WORK

All work shall be done between the hours of 9 a.m. and 4 p.m. No work shall be done on weekends. The Contractor shall provide water service between the hours of 12 noon and 1 p.m. in all dwellings unless the home owner gives permission to do otherwise.

4.  
WORKING  
HOURS

All water services shall be reconnected by 4 p.m. each day.

The Contractor shall submit lists of work completed each day to the Works Department - Water Section. All plumbing must be inspected and accepted by the Plumbing Inspector.

5.  
INSPECTION

The guarantee period for the Contract shall be twelve (12) months, and shall be under the conditions specified in the General Conditions of Contract.

6.  
GUARANTEE  
PERIOD

Where required by the Engineer, the Contractor shall supply for testing, samples of all materials to be used in the construction of the works, and shall not use any material until it has been so approved.

7.  
TESTS

Claims or alleged claims received by the Contractor under Clause 23 of the General Conditions of Contract 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.

8.  
INSURANCE  
CLAIMS

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.

Should thirty (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.

Should the Contractor fail to complete the work in accordance with the Contract and to the satisfaction of the Engineer, within the time specified, the Contractor shall pay to the Owner the sum of \$25.00 for each working day that the work shall remain unfinished after the specified time.

9.  
LIQUIDATED  
DAMAGES

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.

The meters, as specified in the Contract will be supplied by the Owner. The Owner will endeavour to have the items available for use when required, but failure to do so shall not entitle the Contractor to any recompense for delay other than extension to the time of completion, which shall be determined by the Engineer.

The Contractor shall take delivery where directed and shall lead, haul, unload and assume full responsibility for the handling, storage and protection of such material until it has been placed in the work and tested satisfactorily.

On accepting delivery of material supplied by the Owner, the Contractor shall examine the items for loss or damage in transit. The Contractor shall notify the Owner of all such loss or damage. The Owner will be responsible for material so identified. By failing to comply with the requirements of this clause, the Contractor shall be responsible for all repairs to, or replacement of, material provided by the Owner.

Unless otherwise specifically approved, the Contractor shall employ Canadian labour and shall use materials and equipment of Canadian manufacture in constructing the works.

10.

MATERIALS  
SUPPLIED  
BY OWNER

11.

CANADIAN  
LABOUR AND  
MATERIALS

# 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.
  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 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.
    - (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:
    - (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.
- 1. DEFINITIONS**
- 2. DOCUMENTS**
- 3. SUB-CONTRACTORS**
- 4. NOTICES**



- (b) In any notice to the Contractor with respect to work and repairs of any nature required to be done under the Contract (or with respect to any other matter), it shall not be obligatory for the Engineer to specify minutely and in detail everything required, nor to specify by measurement the exact extent or place where the work and repairs are to be carried out.

Reference may be made in such a notice to the clauses in the Contract bearing upon the matter, the general location, and the general description of the work and repair to be done.

**5.  
COMMENCE-  
MENT AND  
COMPLETION**

- (a) The Contractor shall obtain materials and start work when the Contract documents have been signed by the Owner and the Contractor, and when the Engineer has issued a written instruction to commence.
- (b) No progress certificate shall release the Contractor from any responsibility under the Contract, nor be taken as evidence of acceptance of work or material, nor as a waiver of any provisions of the Contract.
- (c) The Contractor shall protect the work from damage from every cause, and shall, on completion, leave the work in a good and satisfactory condition. The work shall be finished in all respects and shall comply with the Contract in every particular.
- (d) On completion, all surplus material and rubbish shall be removed, all damage to adjacent property caused by the Contractor shall be made good, and the site shall be made clean and neat.

**6.  
USE OF  
PREMISES**

- (a) The Contractor shall confine his plant, labour and materials within limits specified in the Contract or as otherwise indicated by law or as directed by the Engineer. The Contractor shall not unreasonably encumber the site with plant and materials.
- (b) The Contractor shall not load, or permit to be loaded, any structure with a weight that may endanger its safety.
- (c) The Contractor shall comply with the Engineer's directions regarding signs, advertisements, fires and smoking.
- (d) The Contractor shall use the premises only for the construction of the work forming the Contract.

**7.  
RESTORATION**

- (a) Unless otherwise specified, the Contractor shall restore all lands and other property to their original condition.
- (b) The Contractor shall not trespass on private property. If it is necessary for the Contractor to enter private lands, the Contractor shall first obtain the landowner's written permission and shall assume responsibility for all claims that may result.
- (c) The Contractor shall maintain the flow of water in ditches, culverts and watercourses. At the conclusion of construction, ditches, culverts and watercourses shall be restored in a neat and workmanlike manner to a condition at least equal to the original.

**8.  
UTILITIES**

Unless otherwise specified, the Contractor shall provide all utility services, such as water, electricity, heat and gas, needed for the execution of the work.

**9.  
STATUTES**

- (a) In all matters affecting the performance of the work, the Contractor shall comply with all relevant statutes, by-laws and ordinances of Federal and Provincial Governments and of Municipal Corporations. The Contractor shall also comply with all relevant regulations made under such statutes, by-laws and ordinances.
- (b) Unless otherwise specified, the Contractor shall pay all fees, procure all licenses and certificates, deposit all drawings and give all notices required by any of the foregoing statutes, by-laws, ordinances and regulations.

**10.  
PUBLIC SAFETY**

- (a) During the progress of the work, the Contractor shall keep the site and the work in as tidy a condition as practicable. The Contractor shall not deposit any material on any portion of a street, sidewalk, boulevard or other public property without the approval of the Engineer. Material so deposited shall be removed without delay as soon as possible and when directed.



- (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**



14.  
COLD  
WEATHER

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 all the materials shall be heated and protected. Unless the Engineer directs otherwise, all work such as masonry, concrete and painting 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.

15.  
OWNERSHIP  
OF PLANT  
AND  
MATERIAL

- (a) The Contractor's plant, and all approved material to be incorporated into the work, shall, at the option of the Owner, become and continue to be under the control of the Owner from the time of arrival on the site until the completion of the work.
- (b) The Contractor shall not remove any such plant or approved material from the site without the Engineer's approval. No payment of money will be made by the Owner with respect to such plant.

16.  
SUPPLY OF  
MATERIAL

Unless otherwise specified, the Contractor shall supply all material, and shall furnish for approval representative samples of all material. Substitution of material specified shall be made only on the written approval of the Engineer.

17.  
DETAILS AND  
INSTRUCTIONS

- (a) The Contractor shall not deviate from or in any way alter the Contract documents without the written authority of the Engineer. Any ambiguities, omissions or discrepancies that may arise will be explained and adjusted by the Engineer, who may issue to the Contractor instructions directing the manner of performing the work.
- (b) If necessary for the proper execution of the work, the Engineer may issue additional instructions, as drawings or otherwise, and all such instructions shall become parts of the Contract. The work shall be executed in conformity with such instructions, and the Contractor shall do no additional work without such instructions.
- (c) The Contractor shall perform and observe the provisions of the Contract and carry out the written directions of the Engineer. Should the Contractor refuse or neglect to carry out the written instructions of the Engineer within seven (7) days, the Engineer may
  - (i) take such steps (including the procuring of plant, labour and material) and do such work as he may consider advisable, or
  - (ii) at the option of the Owner, exercise the powers given in Clause 38.

The cost so incurred may be deducted or collected under the provisions of the Contract, and any such action taken by the Engineer shall not relieve the Contractor from any liability under the Contract.

18.  
CHANGES IN  
THE WORK

- (a) Without invalidating the Contract, the Owner or the Engineer may make changes by altering, adding to, or deducting from the work, the value of the Contract being adjusted accordingly. All such work shall be performed under the conditions of the original Contract.

Unless otherwise specified, the value of such alterations, additions and deductions shall be determined by agreement between the Contractor and the Owner before the work is performed. Any extension of time will be determined by the Engineer at the time of ordering alterations, additions and deductions, and such extensions shall not affect the validity of the Contract.

- (b) The Owner shall not be liable for the cost of additional work or material which are supplied by the Contractor but which are not provided for in the Contract documents, and are not required by the written instructions of the Engineer.

19.  
REJECTION OF  
WORK AND  
MATERIALS

The Engineer may at any time condemn and reject material and work which, in his opinion, are not in accordance with the Contract documents or the Engineer's instructions, and the Engineer will require the substitution of proper materials. All rejected material shall be promptly removed from the site.



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

**20.  
THE ENGINEER**

- (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.

21. (a) Shop drawings will be examined only to check conformance with the design concept of the project and compliance with the Contract Documents.

**21.  
SHOP  
DRAWINGS**

- (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.

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:

**23.  
LIABILITY**

- (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.



**24.  
LIABILITY  
INSURANCE**

The Contractor shall insure and maintain insurance against liability for bodily injury and property damage that may arise with respect to the work being performed under the Contract. Such insurance shall:

- (a) be in the joint names of the Owner, the Contractor, the Subcontractors and the Engineer, and
- (b) include coverage for:
  - (i) Contractual liability, and
  - (ii) Cross liability, and
  - (iii) Contingent Employer's liability, and
  - (iv) Completed Operations liability, and
  - (v) Non-owned automobile liability, and
- (c) have an inclusive limit at least equal to \$500,000, unless otherwise specified, and
- (d) remain in force until the issue by the Engineer of the Final Payment Certificate, except that Completed Operations liability shall remain in force for the duration of the Guarantee period.

**25.  
AUTOMOBILE  
INSURANCE**

The Contractor shall insure and maintain insurance against liability for bodily injury and property damage caused by automobiles owned by the Contractor and used on the work. Such insurance shall have an inclusive limit at least equal to \$500,000. An automobile shall be as defined in the Highway Traffic Act.

**26.  
WORKMEN'S  
COMPENSATION**

The Contractor shall pay such assessments as will protect him and the Owner from claims under the Workmen's Compensation Act.

**27.  
LOSS OR  
DAMAGE**

The Owner shall not be answerable or accountable for loss or damage by fire or otherwise of the work, or part of the work, or for any material, equipment, or similar items to be incorporated into the work.

The Contractor shall properly guard the works and make good all loss or damage of whatever nature or origin that may arise out of the Contract, until the work is complete as indicated by the issue by the Engineer of the Acceptance Certificate.

**28.  
DAMAGE  
INSURANCE**

The Contractor shall insure the works and maintain such insurance against "all risks," which shall, unless otherwise specified, include flood and earthquake. Such insurance shall:

- (a) be in the joint names of the Owner, the Contractor and the Subcontractors, and the Engineer,
- (b) be for an amount equal to 100% of the total contract price and cover work, materials, equipment and similar items to be incorporated into the work, and that are on the site of the work, or in transit to such site, and
- (c) remain in force until the issue by the Engineer of the Acceptance Certificate.

**29.  
INSURANCE  
POLICIES AND  
CERTIFICATES**

- (a) When the successful Tenderer is notified that his Tender has been accepted, he shall deposit with the Owner
  - (i) copies of damage insurance as required in Clause 28, and
  - (ii) either copies of liability and automobile insurances, or insurance certificates indicating compliance with Clauses 24 and 25.
- (b) Insurance policies shall stay in force and not be amended, cancelled or allowed to lapse without thirty (30) days' prior notice.
- (c) The Contractor shall deposit certificates with the Owner indicating that the Contractor has paid assessments under the Workmen's Compensation Act as provided in Clause 26. Such certificates shall be deposited:
  - (i) at the time of award of the Contract, and
  - (ii) at intervals of six months during the course of the Contract, and
  - (iii) after the issue by the Engineer of the Acceptance Certificate, but before the issue of the Holdback Certificate.



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



37.  
GUARANTEE

- (a) The Contractor shall guarantee that the material and work shall for a specified period from the acceptance date remain in such condition as will meet with the Engineer's approval, and that he will make good in a permanent manner, satisfactory to the Engineer, any imperfections due to materials or workmanship used in the construction, and any damage caused by such imperfections. The decision of the Engineer shall be final as to the nature and cause of such imperfections and the necessity for remedying them.

Should the Contractor fail to comply with the directions of the Engineer, the Engineer may, after giving the Contractor forty-eight (48) hours' written notice, perform the necessary work, and the cost may be deducted or collected by the Owner as provided in the Contract.

- (b) Notwithstanding the provisions of subsection (a) of this clause, the Engineer may, in cases of danger or public safety, make such immediate arrangements for repair as he sees fit, and the Engineer will inform the Contractor of such action. The cost of such emergency work shall be borne by the Contractor.
- (c) If the Engineer notifies the Contractor, in writing, of imperfections prior to the termination of the guarantee period, the Contractor shall make good the imperfections as required in subsection (a) above, notwithstanding that such work of making good may commence after or extend beyond the end of the guarantee period.

38.  
TERMINATION  
OF CONTRACT

- (a) The Owner may terminate the employment of the Contractor, if the Engineer certifies that sufficient cause exists to justify such action. Such termination of employment may be made:

- (i) if the Contractor should be adjudged a bankrupt, or
- (ii) if he should make a general assignment for the benefit of his creditors, or
- (iii) if a receiver should be appointed on account of his insolvency, or
- (iv) if he should take the benefit of any Act relating to insolvent debtors, or
- (v) if a winding up order be made against the Contractor, or
- (vi) if he should refuse or fail to supply enough plant, properly skilled labour or proper materials after having received seven (7) days' notice in writing from the Engineer so to do, or
- (vii) if he should fail to make prompt payment to subcontractors and suppliers, or
- (viii) if he should persistently disregard laws, ordinances or the instructions of the Engineer, or,
- (ix) if he should otherwise be guilty of a substantial violation of the provisions of the Contract.

- (b) Should the Owner terminate the employment of the Contractor, as provided in subsection (a) above, he shall give the Contractor seven (7) days' written notice of such termination of employment.
- (c) Should the Owner terminate the employment of the Contractor, as provided in subsection (a) above, he may take possession of the premises and of all materials and plant on the premises, and may finish the work by any method he may deem expedient, but without undue delay or expense. In such case, the Contractor shall not receive any further payment until the work is complete.
- (d) If the unpaid balance of the contract price exceeds the expense of finishing the work (including compensation to the Engineer for his additional services), such excess shall be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. The additional expense incurred by the Owner due to the Contractor's default shall be certified by the Engineer.

39.  
PERFORMANCE  
BOND

The Contractor, together with a Surety Company approved by the Owner and authorized by law to carry on business in the Province in which the work is to be performed, shall furnish a Performance Bond to the Owner in the form attached in the amount of 100% of the Contract price. The Bond shall unconditionally guarantee the performance of the Contract, shall be at the expense of the Contractor, and shall remain in effect until the issue by the Engineer of the Final Payment Certificate.

40.  
ASSIGNMENT

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



**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:



# 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:

**1.  
DEFINITIONS**

- (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.

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) In any notice to the Contractor with respect to work and repairs of any nature required to be done under the Contract (or with respect to any other matter), it shall not be obligatory for the Engineer to specify minutely and in detail everything required, nor to specify by measurement the exact extent or place where the work and repairs are to be carried out.

Reference may be made in such a notice to the clauses in the Contract bearing upon the matter, the general location, and the general description of the work and repair to be done.

**5.  
COMMENCE-  
MENT AND  
COMPLETION**

- (a) The Contractor shall obtain materials and start work when the Contract documents have been signed by the Owner and the Contractor, and when the Engineer has issued a written instruction to commence.
- (b) No progress certificate shall release the Contractor from any responsibility under the Contract, nor be taken as evidence of acceptance of work or material, nor as a waiver of any provisions of the Contract.
- (c) The Contractor shall protect the work from damage from every cause, and shall, on completion, leave the work in a good and satisfactory condition. The work shall be finished in all respects and shall comply with the Contract in every particular.
- (d) On completion, all surplus material and rubbish shall be removed, all damage to adjacent property caused by the Contractor shall be made good, and the site shall be made clean and neat.

**6.  
USE OF  
PREMISES**

- (a) The Contractor shall confine his plant, labour and materials within limits specified in the Contract or as otherwise indicated by law or as directed by the Engineer. The Contractor shall not unreasonably encumber the site with plant and materials.
- (b) The Contractor shall not load, or permit to be loaded, any structure with a weight that may endanger its safety.
- (c) The Contractor shall comply with the Engineer's directions regarding signs, advertisements, fires and smoking.
- (d) The Contractor shall use the premises only for the construction of the work forming the Contract.

**7.  
RESTORATION**

- (a) Unless otherwise specified, the Contractor shall restore all lands and other property to their original condition.
- (b) The Contractor shall not trespass on private property. If it is necessary for the Contractor to enter private lands, the Contractor shall first obtain the landowner's written permission and shall assume responsibility for all claims that may result.
- (c) The Contractor shall maintain the flow of water in ditches, culverts and watercourses. At the conclusion of construction, ditches, culverts and watercourses shall be restored in a neat and workmanlike manner to a condition at least equal to the original.

**8.  
UTILITIES**

Unless otherwise specified, the Contractor shall provide all utility services, such as water, electricity, heat and gas, needed for the execution of the work.

**9.  
STATUTES**

- (a) In all matters affecting the performance of the work, the Contractor shall comply with all relevant statutes, by-laws and ordinances of Federal and Provincial Governments and of Municipal Corporations. The Contractor shall also comply with all relevant regulations made under such statutes, by-laws and ordinances.
- (b) Unless otherwise specified, the Contractor shall pay all fees, procure all licenses and certificates, deposit all drawings and give all notices required by any of the foregoing statutes, by-laws, ordinances and regulations.

**10.  
PUBLIC SAFETY**

- (a) During the progress of the work, the Contractor shall keep the site and the work in as tidy a condition as practicable. The Contractor shall not deposit any material on any portion of a street, sidewalk, boulevard or other public property without the approval of the Engineer. Material so deposited shall be removed without delay as soon as possible and when directed.



- (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**



14.  
COLD  
WEATHER

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 all the materials shall be heated and protected. Unless the Engineer directs otherwise, all work such as masonry, concrete and painting 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.

15.  
OWNERSHIP  
OF PLANT  
AND  
MATERIAL

- (a) The Contractor's plant, and all approved material to be incorporated into the work, shall, at the option of the Owner, become and continue to be under the control of the Owner from the time of arrival on the site until the completion of the work.
- (b) The Contractor shall not remove any such plant or approved material from the site without the Engineer's approval. No payment of money will be made by the Owner with respect to such plant.

16.  
SUPPLY OF  
MATERIAL

Unless otherwise specified, the Contractor shall supply all material, and shall furnish for approval representative samples of all material. Substitution of material specified shall be made only on the written approval of the Engineer.

17.  
DETAILS AND  
INSTRUCTIONS

- (a) The Contractor shall not deviate from or in any way alter the Contract documents without the written authority of the Engineer. Any ambiguities, omissions or discrepancies that may arise will be explained and adjusted by the Engineer, who may issue to the Contractor instructions directing the manner of performing the work.
- (b) If necessary for the proper execution of the work, the Engineer may issue additional instructions, as drawings or otherwise, and all such instructions shall become parts of the Contract. The work shall be executed in conformity with such instructions, and the Contractor shall do no additional work without such instructions.
- (c) The Contractor shall perform and observe the provisions of the Contract and carry out the written directions of the Engineer. Should the Contractor refuse or neglect to carry out the written instructions of the Engineer within seven (7) days, the Engineer may
  - (i) take such steps (including the procuring of plant, labour and material) and do such work as he may consider advisable, or
  - (ii) at the option of the Owner, exercise the powers given in Clause 38.

The cost so incurred may be deducted or collected under the provisions of the Contract, and any such action taken by the Engineer shall not relieve the Contractor from any liability under the Contract.

18.  
CHANGES IN  
THE WORK

- (a) Without invalidating the Contract, the Owner or the Engineer may make changes by altering, adding to, or deducting from the work, the value of the Contract being adjusted accordingly. All such work shall be performed under the conditions of the original Contract.

Unless otherwise specified, the value of such alterations, additions and deductions shall be determined by agreement between the Contractor and the Owner before the work is performed. Any extension of time will be determined by the Engineer at the time of ordering alterations, additions and deductions, and such extensions shall not affect the validity of the Contract.

- (b) The Owner shall not be liable for the cost of additional work or material which are supplied by the Contractor but which are not provided for in the Contract documents, and are not required by the written instructions of the Engineer.

19.  
REJECTION OF  
WORK AND  
MATERIALS

The Engineer may at any time condemn and reject material and work which, in his opinion, are not in accordance with the Contract documents or the Engineer's instructions, and the Engineer will require the substitution of proper materials. All rejected material shall be promptly removed from the site.



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.

20.  
THE ENGINEER

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.

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



**24.  
LIABILITY  
INSURANCE**

The Contractor shall insure and maintain insurance against liability for bodily injury and property damage that may arise with respect to the work being performed under the Contract. Such insurance shall:

- (a) be in the joint names of the Owner, the Contractor, the Subcontractors and the Engineer, and
- (b) include coverage for:
  - (i) Contractual liability, and
  - (ii) Cross liability, and
  - (iii) Contingent Employer's liability, and
  - (iv) Completed Operations liability, and
  - (v) Non-owned automobile liability, and
- (c) have an inclusive limit at least equal to \$500,000, unless otherwise specified, and
- (d) remain in force until the issue by the Engineer of the Final Payment Certificate, except that Completed Operations liability shall remain in force for the duration of the Guarantee period.

**25.  
AUTOMOBILE  
INSURANCE**

The Contractor shall insure and maintain insurance against liability for bodily injury and property damage caused by automobiles owned by the Contractor and used on the work. Such insurance shall have an inclusive limit at least equal to \$500,000. An automobile shall be as defined in the Highway Traffic Act.

**26.  
WORKMEN'S  
COMPENSATION**

The Contractor shall pay such assessments as will protect him and the Owner from claims under the Workmen's Compensation Act.

**27.  
LOSS OR  
DAMAGE**

The Owner shall not be answerable or accountable for loss or damage by fire or otherwise of the work, or part of the work, or for any material, equipment, or similar items to be incorporated into the work.

The Contractor shall properly guard the works and make good all loss or damage of whatever nature or origin that may arise out of the Contract, until the work is complete as indicated by the issue by the Engineer of the Acceptance Certificate.

**28.  
DAMAGE  
INSURANCE**

The Contractor shall insure the works and maintain such insurance against "all risks," which shall, unless otherwise specified, include flood and earthquake. Such insurance shall:

- (a) be in the joint names of the Owner, the Contractor and the Subcontractors, and the Engineer,
- (b) be for an amount equal to 100% of the total contract price and cover work, materials, equipment and similar items to be incorporated into the work, and that are on the site of the work, or in transit to such site, and
- (c) remain in force until the issue by the Engineer of the Acceptance Certificate.

**29.  
INSURANCE  
POLICIES AND  
CERTIFICATES**

- (a) When the successful Tenderer is notified that his Tender has been accepted, he shall deposit with the Owner
  - (i) copies of damage insurance as required in Clause 28, and
  - (ii) either copies of liability and automobile insurances, or insurance certificates indicating compliance with Clauses 24 and 25.
- (b) Insurance policies shall stay in force and not be amended, cancelled or allowed to lapse without thirty (30) days' prior notice.
- (c) The Contractor shall deposit certificates with the Owner indicating that the Contractor has paid assessments under the Workmen's Compensation Act as provided in Clause 26. Such certificates shall be deposited:
  - (i) at the time of award of the Contract, and
  - (ii) at intervals of six months during the course of the Contract, and
  - (iii) after the issue by the Engineer of the Acceptance Certificate, but before the issue of the Holdback Certificate.



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.
- Such prohibition may be made notwithstanding any prior consent, order, agreement or requirement in the Contract that stipulates maximum or minimum hours of work.
30. 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.
- 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.
32. PROGRESS CERTIFICATES
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



37.  
GUARANTEE

- (a) The Contractor shall guarantee that the material and work shall for a specified period from the acceptance date remain in such condition as will meet with the Engineer's approval, and that he will make good in a permanent manner, satisfactory to the Engineer, any imperfections due to materials or workmanship used in the construction, and any damage caused by such imperfections. The decision of the Engineer shall be final as to the nature and cause of such imperfections and the necessity for remedying them.

Should the Contractor fail to comply with the directions of the Engineer, the Engineer may, after giving the Contractor forty-eight (48) hours' written notice, perform the necessary work, and the cost may be deducted or collected by the Owner as provided in the Contract.

- (b) Notwithstanding the provisions of subsection (a) of this clause, the Engineer may, in cases of danger or public safety, make such immediate arrangements for repair as he sees fit, and the Engineer will inform the Contractor of such action. The cost of such emergency work shall be borne by the Contractor.
- (c) If the Engineer notifies the Contractor, in writing, of imperfections prior to the termination of the guarantee period, the Contractor shall make good the imperfections as required in subsection (a) above, notwithstanding that such work of making good may commence after or extend beyond the end of the guarantee period.

38.  
TERMINATION  
OF CONTRACT

- (a) The Owner may terminate the employment of the Contractor, if the Engineer certifies that sufficient cause exists to justify such action. Such termination of employment may be made:

- (i) if the Contractor should be adjudged a bankrupt, or
- (ii) if he should make a general assignment for the benefit of his creditors, or
- (iii) if a receiver should be appointed on account of his insolvency, or
- (iv) if he should take the benefit of any Act relating to insolvent debtors, or
- (v) if a winding up order be made against the Contractor, or
- (vi) if he should refuse or fail to supply enough plant, properly skilled labour or proper materials after having received seven (7) days' notice in writing from the Engineer so to do, or
- (vii) if he should fail to make prompt payment to subcontractors and suppliers, or
- (viii) if he should persistently disregard laws, ordinances or the instructions of the Engineer, or,
- (ix) if he should otherwise be guilty of a substantial violation of the provisions of the Contract.

- (b) Should the Owner terminate the employment of the Contractor, as provided in subsection (a) above, he shall give the Contractor seven (7) days' written notice of such termination of employment.
- (c) Should the Owner terminate the employment of the Contractor, as provided in subsection (a) above, he may take possession of the premises and of all materials and plant on the premises, and may finish the work by any method he may deem expedient, but without undue delay or expense. In such case, the Contractor shall not receive any further payment until the work is complete.
- (d) If the unpaid balance of the contract price exceeds the expense of finishing the work (including compensation to the Engineer for his additional services), such excess shall be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. The additional expense incurred by the Owner due to the Contractor's default shall be certified by the Engineer.

39.  
PERFORMANCE  
BOND

The Contractor, together with a Surety Company approved by the Owner and authorized by law to carry on business in the Province in which the work is to be performed, shall furnish a Performance Bond to the Owner in the form attached in the amount of 100% of the Contract price. The Bond shall unconditionally guarantee the performance of the Contract, shall be at the expense of the Contractor, and shall remain in effect until the issue by the Engineer of the Final Payment Certificate.

40.  
ASSIGNMENT

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



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.

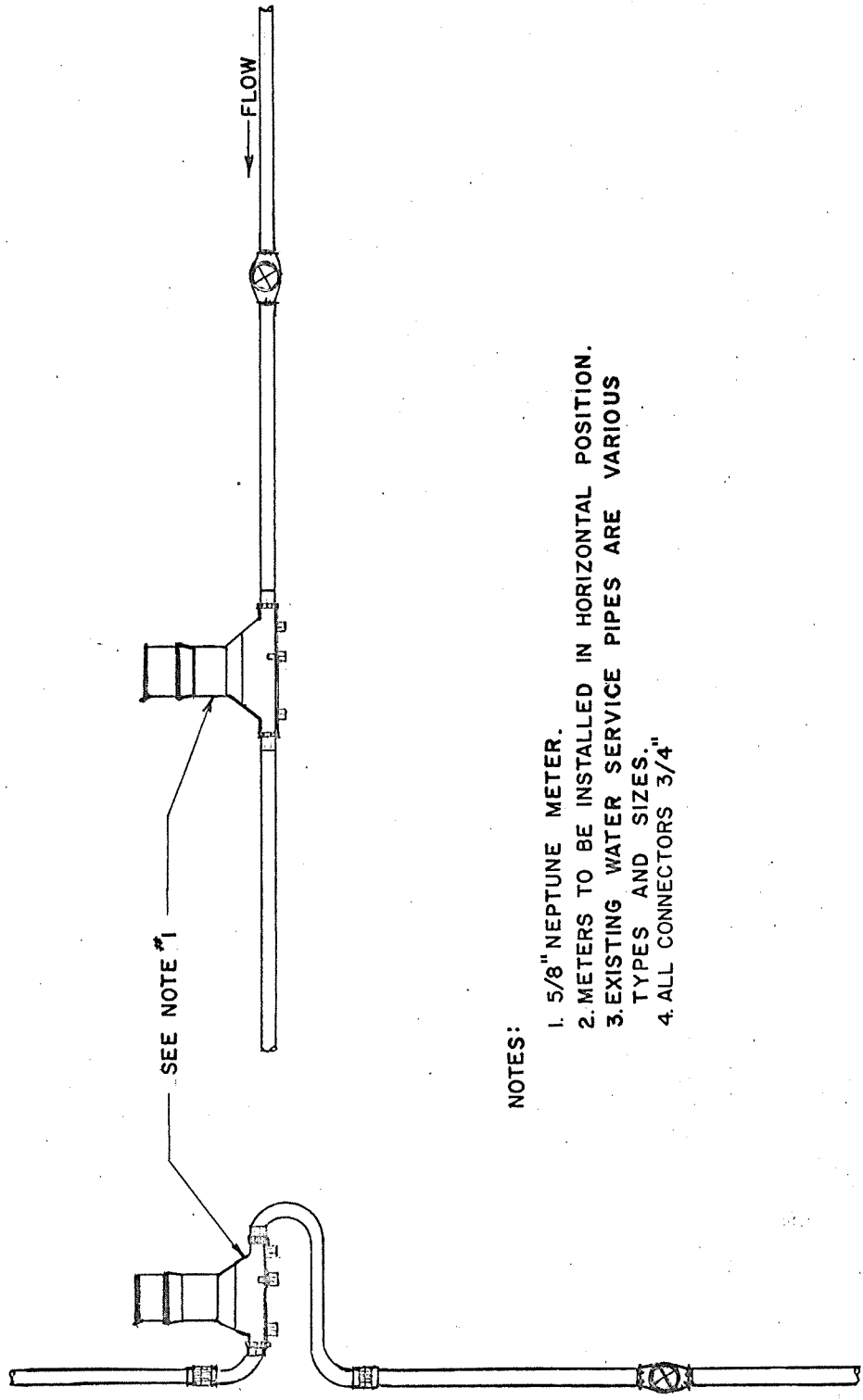
Date: \_\_\_\_\_

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

SEAL:

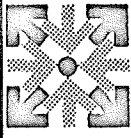
TYPE 'A'

TYPE 'B'



NOTES:

1. 5/8" NEPTUNE METER.
2. METERS TO BE INSTALLED IN HORIZONTAL POSITION.
3. EXISTING WATER SERVICE PIPES ARE VARIOUS TYPES AND SIZES.
4. ALL CONNECTORS 3/4"

		<b>Proctor &amp; Redfern Limited</b> Consulting Engineers Toronto		Date JULY 2, 1970 Scale N.T.S.	
		ST. CATHARINES		Drawing No. E-70159-SKI	
TOWN OF PELHAM WORKS DEPARTMENT		INSTALLATION OF WATER METERS		Drawn By W.J.S. Ctd. By	
				Rev. C	
				Date	
				Initial	
				Revision	
				No.	