

CONTRACT DOCUMENTS

THE TOWN OF PELHAM, ONTARIO

THE RE-ALIGNMENT AND IMPROVEMENT  
OF THE INTERSECTION OF  
PINECREST PLACE AND  
HIGHWAY NO. 20

Project E.O. 71158

August 1971

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

39 Queen Street  
St. Catharines, Ontario

THE TOWN OF PELHAM, ONTARIO

THE RE-ALIGNMENT AND IMPROVEMENT  
OF THE INTERSECTION OF PINECREST PLACE  
AND HIGHWAY NO. 20

Project E.O. 71158  
WDG/DES

August 1971

LIST OF CONTRACT DOCUMENTS

The following shall form the Contract Documents.

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Addenda Numbered <u>-</u> to <u>-</u>	
List of Contract Documents	1 Page
Tendering Information	3 Pages
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Earth Excavation - 1 page	
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Hydrant Relocation - 2 pages	
Granular 'A' Material - 1 page	
Curb and Gutter - 1 page	
Asphalt - 1 page	
Sodding of Boulevard Areas - 2 pages	

Also bound herein:

E-STD. 1-5	--	Details of Hydrant and Lead
DD-601	--	Concrete Curbs
		Timber Support for Utilities

DRAWING

B-71158-P1 - Pinecrest Intersection Improvement

## TI.01 Delivery and Opening of Tenders

- A. Sealed Tenders, marked with the name of the project, will be received by - Mr. L. C. Hunt, Clerk-Treasurer, Town of Pelham, 43 South Pelham Street, Fonthill, Ontario, up to noon, local time - Friday, September 3, 1971.
- B. The Tenders will be opened publicly as soon after the closing time as possible.
- C. Tenders shall be made on the form of tender which shall not be detached from the other documents.

## TI.02 Discrepancies

- A. If a Tenderer finds discrepancies in, or omissions from the contract documents, or if he is in doubt as to their meaning, he shall notify the Engineer, who may issue a written addendum. Neither the Owner nor the Engineer will make oral interpretations of the meaning of the contract documents.
- B. Addenda issued during the tendering period shall be allowed for by the tenderer.

## TI.03 Examination of Site

- A. The Tenderer shall visit the site of the work before submitting his tender and shall by personal examination satisfy himself as to the local conditions that may be encountered during construction of the work. He shall make his own estimate of the facilities and difficulties that may be encountered and the nature of the subsurface materials and conditions.
- B. He shall not claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

## TI.04 Provincial Sales Tax

- A. All prices shall exclude Provincial Sales Tax on all building materials to be incorporated into the work, except for ready-mix concrete, asphaltic concrete, all machinery and such items as furniture, office equipment and window blinds.

Except as noted above, the Contractor will be required to obtain a special permit from the Retail Sales Tax Branch and may purchase materials exempt from Provincial Sales Tax by supplying with his orders, a purchase exemption certificate. This procedure shall comply with ruling 21 of the Retail Sales Tax Branch.

The Contractor may be required to submit to the Owner, statements certifying quantities and strengths of ready-mix asphaltic concretes, so that the owner may apply for refund of taxes.

#### TI.05 Federal Sales Tax

- A. All prices tendered for the following work shall include Federal Sales Tax on taxable items. No refunds will be obtainable for materials supplied under this part of the contract:  
All work except drainage works.

All prices tendered for the following work shall exclude federal sales tax on material and equipment to be incorporated into the work:  
Drainage works.

The contractor may be required to pay federal sales tax on purchases of material and equipment to be incorporated into the work under this part of the contract, but can recover such tax by application to the federal excise division. Should the Contractor's claim for refund be disallowed by the excise division, the owner will pay to the contractor a sum equal to the disallowed amount.

#### TI.06 Proof of Ability

- A. The tenderer shall be competent and capable of performing the various items of work. The tenderer shall complete the following statement sheets, which shall form a part of the contract documents-

Tenderer's Experience

Machinery and Plant to be used

Tenderer's Senior Staff

The Tenderer may be required to furnish additional statements covering other matters, including financial resources.

#### TI.07 Tender Deposit

- A. Every tender shall be accompanied by a Bid Bond in an amount equal to \$500.00. The bid bond shall be in a form approved by the Canadian Construction Association. The tenderer shall keep his tender open for acceptance for sixty (60) days after the closing date.

#### TI.08 Agreement to Bond

- A. Every tender shall be accompanied by an 'Agreement to Bond' in the form attached, and shall be completed by a surety company lawfully doing business in the province.

TI.09 Sub-Contractors

- A. The tenderer shall submit with his tender the names and addresses of sub-contractors he proposes to use on the work.

TI.10 Acceptance of Tenders

- A. The lowest or any tender need not necessarily be accepted by the owner.

TI.11 Equivalents

- A. When an article is specified by its trade or other name (whether such name is followed by the phrase 'or approved equal' or not), the tenderer shall base his tender price on the supply of the named article and no other.

After award of the contract, the contractor may submit requests to the engineer for substitution of equivalent material. Such submissions shall be accompanied by complete information on the material proposed for use, together with revisions of cost that would result.

The contractor shall submit requests for substitution within three weeks of the award of the contract.

## FT.01 Tender Price

1. Offer by - Name - D.L. Stephens Contracting (Niagara) Ltd.  
Address - 6 Miami Drive, St. Catharines  
Date - September 3rd, 1971
2. To - The Corporation of the Town of Pelham.
- A. We, the undersigned, having examined the site of the work, having carefully investigated the conditions pertaining to the work, and having secured all the information necessary to enable us to submit a bona fide tender, and having inspected all the contract documents, hereby agree to enter into a contract and to perform all the work in a good and workmanlike manner in accordance with the contract documents to the satisfaction of the engineer for the total tender price of FOUR THOUSAND, FOUR HUNDRED  
AND NINETY-SIX 25/00 Dollars (\$ 4,496.25)

## FT.02 Quantities

- A. The tender price is compiled from the schedule of tender prices included hereinafter. The quantities in the schedule being approximate, we agree, that the final valuation will be made on the basis of actual quantities measured during and on completion of the work at the prices in the schedule.

## FT.03 Additions and Deductions

- A. We agree that the valuation of additions to, and deductions from, the contract shall be made as follows -
  1. The prices in the schedule of tender prices shall apply where appropriate.
  2. If the prices in the schedule of tender prices are not appropriate, the prices in the table of prices shall apply where appropriate.
  3. If the prices in subsections 1 and 2 are not appropriate, valuation will be made by one of the following methods -
    - (A) The Engineer may ask the contractor for a quotation for the proposed work.
    - (B) If the quotation referred to in (A) above is not accepted by the Engineer, the actual cost of the work will be determined as the total of only the following -
      - (1) Actual cost of labour, including such items as workmen's compensation and unemployment.
      - (2) Actual cost of materials to be incorporated into the work, including such items as freight and taxes.

(3) For work done by the Contractor, an amount equal to 15 percent of the totals from subsections (1) and (2) above, which shall constitute overhead and profit of the contractor.

(4) For work done by the sub-contractors, an amount equal to 20 percent of the totals from subsections (1) and (2) above, which shall constitute overhead and profit of the contractor and sub-contractor.

(5) Rental of equipment and plant having a new value greater than \$300. Rental rates shall be as set out in the current edition of DHO Form 527.

4. Whenever extra work is being performed under subsection 3(B) above, we agree to submit daily reports in writing, indicating the total chargeable costs incurred for the day, valuation of the extra work being so performed will be made only on the basis of the approved daily reports.

#### FT.04 Addenda

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

#### FT.05 Completion

- A. We agree to commence work as specified, to proceed continuously to the completion and to complete all work within 3 weeks from the date of issue of the written order to start work.

#### FT.06 Contingencies and Allowances

- A. We agree that the tender price includes the contingency sum of \$300.00 and that no part of this sum shall be expended without the written direction of the Engineer, and any part not so expended shall be deducted from the tender price.



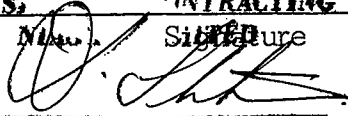


E.O. 71158

OFFERED ON BEHALF  
OF THE CONTRACTOR

D. L. S. CONTRACTING

Signature



President

Signature

D.L. Stephens Contracting  
Niagara Limited

Company Name

6 Miami Drive, St. Catharines, Ontario

Address

Oct 6th, 1971

Date

Owner's Seal

Witness

TOWN OF PELHAM, ONTARIO  
THE RE-ALIGNMENT AND IMPROVEMENT  
OF THE INTERSECTION OF PINECREST PLACE  
AND HIGHWAY NO. 20  
AGREEMENT

This Agreement made in triplicate this \_\_\_\_\_ day of **October**, 1971,  
between

**D.L. Stephens Contracting Niagara Ltd** hereinafter called "The Contractor",

AND

**The Town of Pelham** hereinafter called "The Owner".

WITNESSETH, that the Contractor agrees with the Owner to perform all the work in accordance with the contract documents referred to in the tender of the Contractor dated the **3rd** day of **Sept.** 1971 (which shall be deemed to form part of this Contract) to the satisfaction of the Engineer for the total contract price of \$ **4,496.25** which contract documents are attached hereto and which are hereby expressly made part of this Contract.

The Owner hereby agrees with the Contractor, that in consideration of the work being performed by the Contractor as specified, the Owner shall pay the Contractor for said work in accordance with the prices set out in the Form of Tender attached hereto, and in accordance with the provisions set out in the attached contract documents.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first written above.

EXECUTION BY OWNER -

Name \_\_\_\_\_

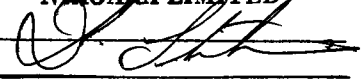
Officers \_\_\_\_\_



Date \_\_\_\_\_

Seal

EXECUTION BY CONTRACTOR  
**D.L. STEPHENS CONTRACTING**  
**NIAGARA LIMITED**

Company Name 

Signatures \_\_\_\_\_ **President**

Witness \_\_\_\_\_

Date **Oct 6/1971**

Seal

AGREEMENT TO BOND

Date \_\_\_\_\_ 1971

Project No. E.O. 71158

\*

Gentlemen:

Construction of the Re-Alignment and Improvement of the  
Intersection of Pinecrest Place and Highway No. 20,  
Town of Pelham, Ontario.

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

(hereinafter referred to as 'the Tenderer') for the construction of  
Pinecrest Place and Highway No. 20 intersection re-alignment  
and improvement, in the Town of Pelham, Ontario, subject to the  
express condition that the Owner receive the Performance Bond  
and the Payment Bond in accordance with the said tender, we the  
undersigned hereby agree with the Owner to become bound to the  
Owner as surety for the Tenderer in a performance bond in an amount  
equal to 100% of the tender price, and a payment bond in an amount  
equal to 50% of the tender price, in the forms of Performance Bond  
and Payment Bond bound herein and in accordance with the said  
tender, and we agree to furnish the Owner with the said bonds  
within 7 days after notification of the acceptance of the said tender  
and execution of the said Agreement by the Owner has been mailed  
to us.

Yours very truly,

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

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

**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 Obligee,

hereinafter called the Obligee, in the amount of

Dollars

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

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the day of 19 , for

in accordance with the 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 Obligee to be, in default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

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

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 .

TENDERER'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	VALUE
	D.L. Stephens Contracting Limited New Incorporated Company D.L. Stephens Contracting Niagara Limited		

Proctor & Redfern Limited  
Consulting Engineers  
April, 1969  
AS:bes

TENDERER'S SENIOR STAFF

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE
T. Twaddle	Foreman	15 years
A. Giancola	Foreman	7 years
D.L. Stephens	General Manager	15 years

Form  
CD-6

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  
Consulting Engineers  
June 19, 1967.  
A.S./rg

## SC.01 Guarantee Period

- A. The guarantee period for the contract shall be twelve months.

## SC.02 Definition

- A. 'Department of Highways' and 'DHO' means 'The Department of Transportation and Communications.'

## SC.03 Insurance Claims

- A. Claims or alleged claims received by the contractor shall be dealt with immediately by the contractor. If a claim is settled to the satisfaction of the claimant, the contractor shall submit to the engineer a copy of the claimant's release.
- B. If a claim or alleged claim is rejected by the contractor and/or his insurance company, the contractor shall report this fact in writing to the engineer.
- C. Should 30 days elapse after the claim 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.

## SC.04 Payments

- A. As well as monies held back as required by provincial statutes, the owner will retain 5 percent of the value of the work done for a period of one year from the acceptance date.

## SC.05 Payment Bond

- A. The contractor, together with a surety company approved by the owner and authorized by law to carry on business in the province shall furnish a labour and materials payment bond to the owner in the amount of 50 percent of the contract price.



# 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) 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.
- 11.  
PROSECUTION  
OF THE WORK**
- (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.
- 12.  
OPERATIONAL  
RISKS**
- (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.
- 13.  
WORKMANSHIP  
AND  
MATERIALS**
- (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.

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.

31.  
VALUATION

(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.

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.

33.  
ACCEPTANCE  
CERTIFICATE

(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."

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:

01010.01 GENERAL

A. Description of Work

This Contract is for the provision of all labour, material and equipment necessary for the re-alignment and improvement of the intersection of Pinecrest Place and King's Highway No. 20 in the Town of Pelham.

B. Limits of Site

The limits of site are shown on the contract drawings. All operations shall be confined within these limits, unless written approval is obtained from the Engineer and from the property owners concerned.

C. Local Labour

1. Preference shall be given to the hiring of local labour. The labour force shall be maintained to at least 50 percent local labour, provided the labour is available locally and is physically fit and properly qualified by training and experience to meet the contractor's requirements.
2. The foregoing shall not apply to superintendent, timekeeper, foreman, machine operators nor shall it apply until ten days after the contractor has commenced operations.
3. The contractor's labour rolls shall at all times be available for examination by the engineer in order that he may determine the domicile of any or all of the contractor's employees, and the contractor shall give assistance that may be necessary for such purpose.

D. Setting out of the Work

The Engineer will set such stakes as are necessary to mark the location alignment, elevation and grade of the work. Adequate notice shall be given by the contractor of the need for such setting out.

All stakes, lot pins, marks and reference points shall be carefully protected and preserved, and, if destroyed or removed by the contractor, shall be replaced at his expense.

The contractor shall provide grade stakes, masts, scaffolds, batter boards, straight edges, templates and other equipment as may be necessary for laying out, and inspecting the work.

Wherever necessary, work shall be suspended temporarily to permit the engineer to inspect and check the line and grade of any portion of the work.



E. Construction Schedule

The contractor shall within 2 weeks after being awarded the contract, submit his proposed construction schedule to the engineer for approval. The schedule shall show proposed progress in weekly stages for the main sections and subsections of the work.

01010.02 PRODUCTS

A. Tests

Where required by the Engineer, the Contractor shall supply certified copies of all tests upon all materials to be used in the construction of the works, indicating that the materials comply with the specifications. Such tests shall be made by an approved testing laboratory and shall be at the contractor's expense.

B. Canadian Materials

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

01010.03 EXECUTION

A. Work on Roads

No work shall be performed on public rights-of-way without the approval of the road authority.

B. Traffic

1. Traffic control on streets shall be performed in accordance with the rules of the appropriate road authority. Flagmen shall wear fluorescent red or orange safety vests, arm bands and hats.

2. Streets may be closed to through traffic only with the written permission of the road authority. Detours on adjacent streets shall be adequately marked, and barricades shall be erected and maintained on the closed streets and lit at night. When a road is re-opened to traffic, the road authority shall be informed.

3. On streets that are not officially closed, one lane of traffic in each direction shall be maintained at all times. Should temporary detours be constructed they shall comply with the requirements of the road authority as to location, dimensions, strength, road markings, signing and all other relevant details. Detours shall be removed when no longer needed, and all surfaces restored to the original condition.

SECTION 01010 - GENERAL

4. Whether streets are officially closed or not, reasonable access to adjacent properties shall be maintained for pedestrians and vehicles.

5. All traffic signs shall be maintained in their original positions, and shall not be obscured.

C. Notifications

1. When streets are to be closed, or traffic restricted, the appropriate fire and police departments shall be notified, giving at least seven days notice of the closing or restriction.

2. If bus routes are affected, the bus company shall be notified, giving at least seven days notice.

3. When streets are to be re-opened, or restrictions removed, the fire, police and bus authorities shall again be notified.

D. Use of Hydrants

1. Fire hydrants shall be kept accessible and free of obstructions.

2. Fire hydrants may be used as a source of water only with the approval of the water authority, and subject to its rules and conditions.

E. Inclement Weather

1. Adequate protection shall be made and precautions taken at times of inclement weather.

2. Inclement weather or extra work caused by such weather will not be accepted as reason for additional payment.

F. Mud and Dust

1. Streets and other construction areas shall be kept clean. If it is necessary to haul wet material, suitable watertight trucks shall be used.

2. Dust shall be laid by the use of water or calcium chloride, or both.

## SECTION 2A - EARTH EXCAVATION

### 2A.01 GENERAL

#### A. Measurement for Payment

1. Measurement for payment shall be as per D.H.O. Form 200 Section 210 'Earth Excavation'.

#### B. Basis of Payment

1. The basis of payment shall be as per D.H.O. Form 200 Section 210.

### 2A.02 EXECUTION

#### A. Scope

1. Earth excavation shall include removal of that material between the back of existing curb, toe wall or edge of roadway and the property line to the cross sections shown on the plan. Excavation under proposed new road widening areas shall also be included under this item.

#### B. Disposal of Material

1. Excess excavated material shall be transported to a site of disposal approved by the Engineer.

## SECTION 2A - EARTH EXCAVATION

SECTION 2B - REMOVAL OF EXISTING  
CONCRETE CURB AND GUTTER AND TOE WALLS

2B.01 GENERAL

A. Measurement for Payment

1. Measurement for payment shall be made in the field in lineal feet of curb and gutter and toe wall removed.

B. Basis of Payment

1. The basis of payment shall be at the unit price in the Schedule of Tender Prices.

2B.03 EXECUTION

A. Disposal of Concrete Material

1. All concrete removed to allow for the road widening and intersection improvement shall be removed to a site of disposal approved by the Engineer.

SECTION 2B - REMOVAL OF EXISTING  
CONCRETE CURB AND GUTTER AND TOE WALL

## SECTION 2C - HYDRANT RELOCATION

### 2C.01 GENERAL

#### A. Basis of Payment

1. The basis of payment shall be lump sum for the complete removal and salvage of the present hydrant, installation of a new gate valve and box, installation of a 10-foot extension to the existing hydrant lead and installation of a new hydrant as specified.

### 2C.02 PRODUCTS

#### A. Hydrant

1. The fire hydrant shall be Canada Valve Limited 'Century' B-50-B-18 or equal complying with A.W.W.A. Specification C502 and having C.S.A. nozzle threads. Shut off shall be compression, gate type inlet connection with 6" mechanical joints. There shall be two 2-1/2" diameter hose nozzles. The depth of bury shall be determined in the field following excavation. The hydrant shall open counter-clockwise, operating and cap nuts shall be Province of Ontario standard and the hydrant shall be painted red.

#### B. Valve and Valve Box

1. The valve shall be a 6" iron body bronze mounted gate valve with inside screw, non-rising spindle, opening counter-clockwise with 2" square operating nut. Stem packing shall be 'O' ring and joints shall be mechanical joints. The valve shall be Canada Valve No. 55, Jenkins Bros. Fig. 398, McAvity No. 20075-0 or equal.
2. Valve boxes shall be cast iron, auger type similar to Fergusson Fig. 101.

#### C. Pipe

1. The 10-foot extension of 6" hydrant lead shall be equal to the existing hydrant lead pipe.

## SECTION 2C - HYDRANT RELOCATION

## 2C.03 EXECUTION

### A. Removal of Existing Hydrant

1. The existing hydrant shall be carefully removed by the Contractor and will become the property of the Town of Pelham.

### B. Installation of New Hydrant and Valve

1. The new hydrant and valve shall be installed in accordance with the standard drawing bound at the back of the Contract Documents.

### C. Completion of Hydrant Installation

1. Following completion of the hydrant installation, the hydrant and lead shall be briefly flushed to remove any dirt or debris in the pipe.
2. The new valve shall be left in an open position and final adjustment of the valve box to grade shall be performed prior to paving.

## SECTION 2D - GRANULAR 'A' MATERIAL

### 2D.01 GENERAL

#### A. Measurement for Payment

1. Measurement for payment shall be in tons substantiated by weigh tickets.

#### B. Basis of Payment

1. Basis of payment shall be at the unit price in the 'Schedule of Tender Prices'. An allowance in the unit price bid for Granular 'A' shall be made to allow for compaction of sub-grade prior to placing of Granular 'A' material.

### 2D.02 PRODUCTS

1. Granular 'A' material shall conform in all respects to the Specifications in D.H.O. Form 314.

### 2D.03 EXECUTION

1. Prior to placing of Granular 'A' material on the roadway widening and under curbs, all sub-grade material shall be thoroughly compacted to a minimum of 95 percent Standard Proctor Density.
2. Granular 'A' shall be placed in lifts not exceeding 6" and shall be compacted to a minimum of 100 percent Standard Proctor Density.

## SECTION 2D - GRANULAR 'A' MATERIAL

## SECTION 2E - CURB AND GUTTER

### 2E.01 GENERAL

#### A. Measurement for Payment

1. Measurement for payment shall be made in lineal feet along the base of the curb.

#### B. Basis of Payment

1. The basis of payment shall be at the unit price in the 'Schedule of Tender Prices'.

### 2E.02 PRODUCTS

#### A. Concrete

1. Concrete shall be 3000 p.s.i. at 28 days, with 3/4" maximum size aggregate, 6%  $\pm$  1% air entrainment and 2-1/2" maximum slump.

### 2E.03 EXECUTION

#### A. Construction of Concrete Curb and Gutter

1. Construction of concrete curb and gutter shall be in accordance with D.H.O. Form 409. Joints shall be spaced at 20-foot intervals.

## SECTION 2E - CURB AND GUTTER



## SECTION 2F - ASPHALT

### 2F.01 GENERAL

#### A. Measurement for Payment

1. Measurement for payment shall be made in tons of asphalt placed, substantiated by weigh tickets.

#### B. Basis of Payment

1. The basis of payment shall be at the unit price bid in the 'Schedule of Tender Prices'.

### 2F.02 PRODUCT

#### A. HL-2A Asphalt

1. The HL-2A surface course asphalt shall conform to D.H.O. Form 310.

### 2F.03 EXECUTION

#### A. Placing of Asphalt

1. The placing and rolling of the HL-2A asphalt shall be in accordance with D.H.O. Form 310.
2. Joints between new asphalt and existing asphalt shall be carefully made to assure well-bonded and sealed joints.

## SECTION 2F - ASPHALT

## SECTION 2G - SODDING OF BOULEVARD AREAS

### 2G.01 GENERAL

#### A. Measurement for Payment

1. Measurement for payment will be all the area actually sodded measured in square yards.

#### B. Basis of Payment

1. The provisions of D.H.O. Form 411 shall be modified in that the square yard basis of payment shall include supply and placing of 1-1/2 inches of imported topsoil, fertilizer, sod, stakes and sufficient water to ensure proper growth.

### 2G.02 PRODUCTS

#### A. Sod

1. Nursery sod shall be No. 1 Blue grass Fescue Sod in accordance with D.H.O. Form 411, cut to min. 3/4" thickness.
2. Field sod, where required, shall be in accordance with D.H.O. Form 411, cut to minimum of 1" thickness.

#### B. Fertilizer

1. Fertilizer shall be 10-10-10 variety.

#### C. Stakes

1. Stakes for securing sod shall be 1" x 2" x 12" wood stakes.

### 2G.03 EXECUTION

#### A. Preparation of Base

1. Prior to placing sod, 1-1/2" of good quality imported topsoil shall be evenly spread on the graded base.
2. Fertilizer shall be spread at the rate of 10 lb. per 1000 square feet and shall be lightly raked into the surface.

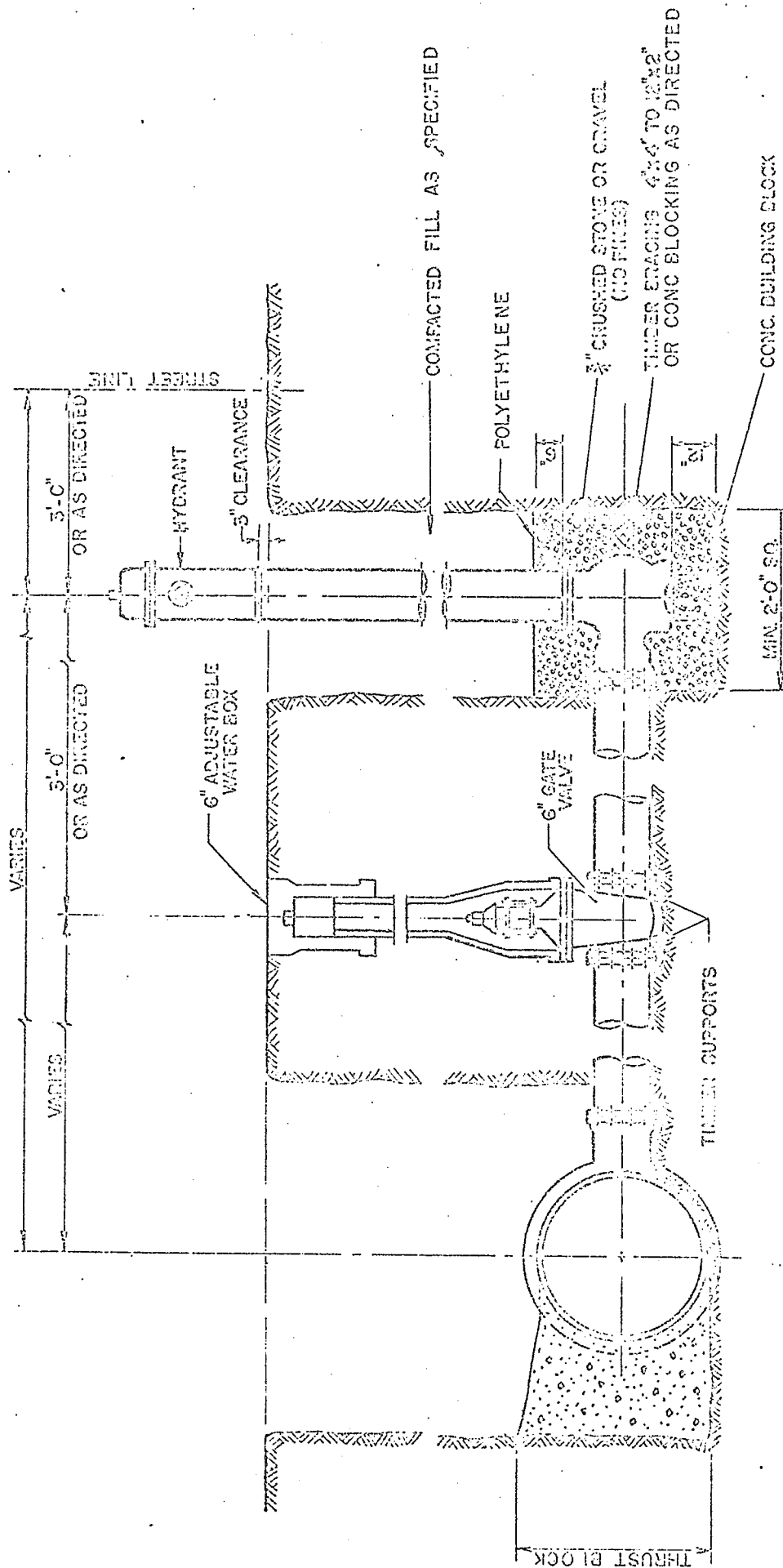
## SECTION 2G - SODDING OF BOULEVARD AREAS

B. Placing of Sod

1. Sods shall be placed lengthwise along the slopes with ends butting and joints staggered.
2. All sod shall be tamped, rolled or pounded to produce a smooth uniform surface.
3. The wood stakes shall be driven into each square foot of sod to anchor them.

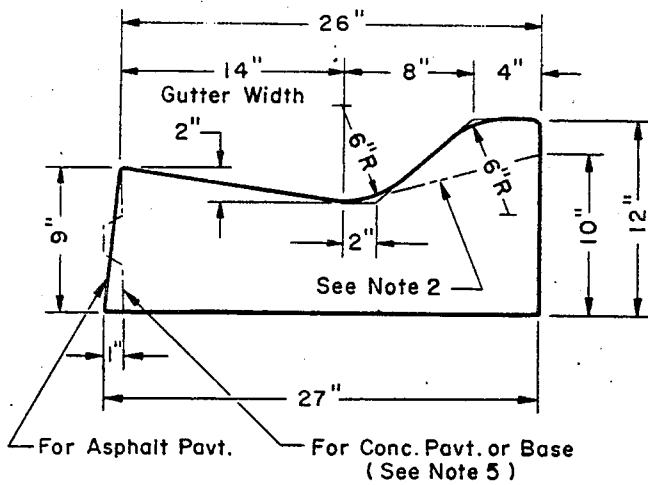
C. Watering

1. All sod shall be maintained in a moist condition until adequate rooting has taken place.

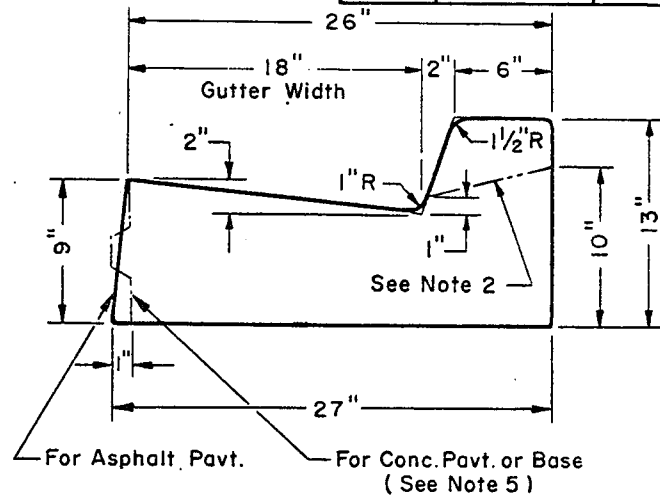


NOTE: HYDRANT TO BE SET PLUMB WITH STEM  
EXTENSIONS TO GROUND DEPTH OF LEAD  
LEAD TO BE SET LEVEL

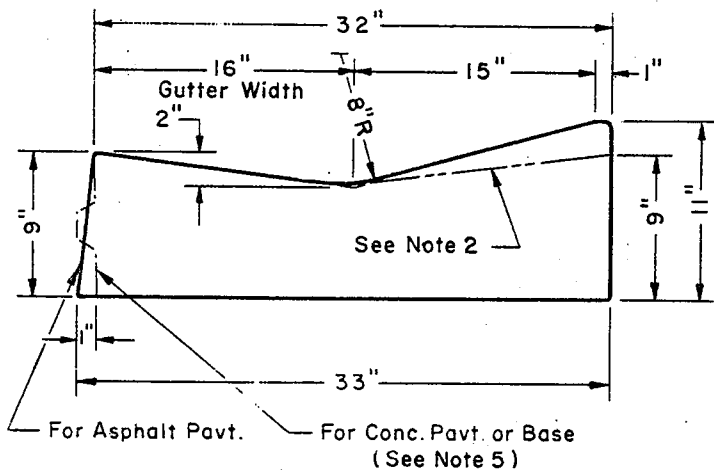
# DETAILS OF HYDRANT AND LEAD WITH SECONDARY VALVE



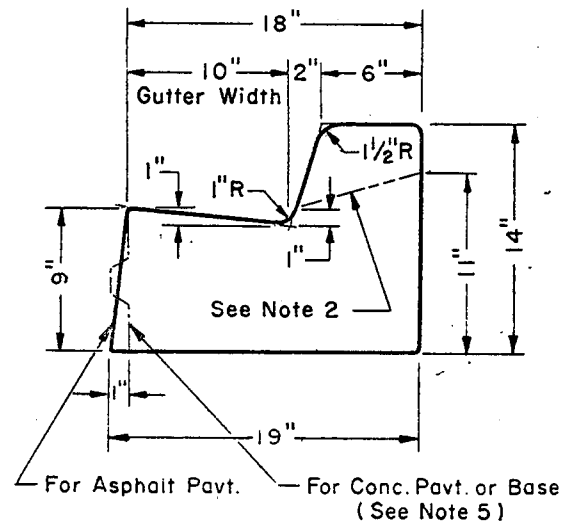
Type A : 0.060 cu. yds. per lineal ft.



Type B : 0.063 cu. yds. per lineal ft.



Type D : 0.072 cu. yds. per lineal ft.



Type G : 0.050 cu. yds. per lineal ft.

## NOTES:

1. Top edges of front and back of curb & gutter to be rounded with a  $\frac{1}{4}$  in. radius edging tool, except where front edge abuts concrete pavement with longitudinal joint.
2. Dropped curb at entrances: length as shown on the plans or determined by the Engineer.
3. The length of transition from one type to another shall be the greatest of:
  - a. 48 x difference in overall curb heights (1 ft per  $\frac{1}{4}$  in.), or
  - b. 24 x difference in gutter widths (1 ft. per  $\frac{1}{2}$  in.), or
  - c. 8 ft.
4. All concrete work to conform to Section 9-04 of D.H.O. Form 9.  
Class of concrete: 3000 p.s.i.
5. When curb & gutter is adjacent to concrete pavement or base, this Std. to be used in conjunction with DD-514-C.

## DEPARTMENT OF HIGHWAYS-ONTARIO

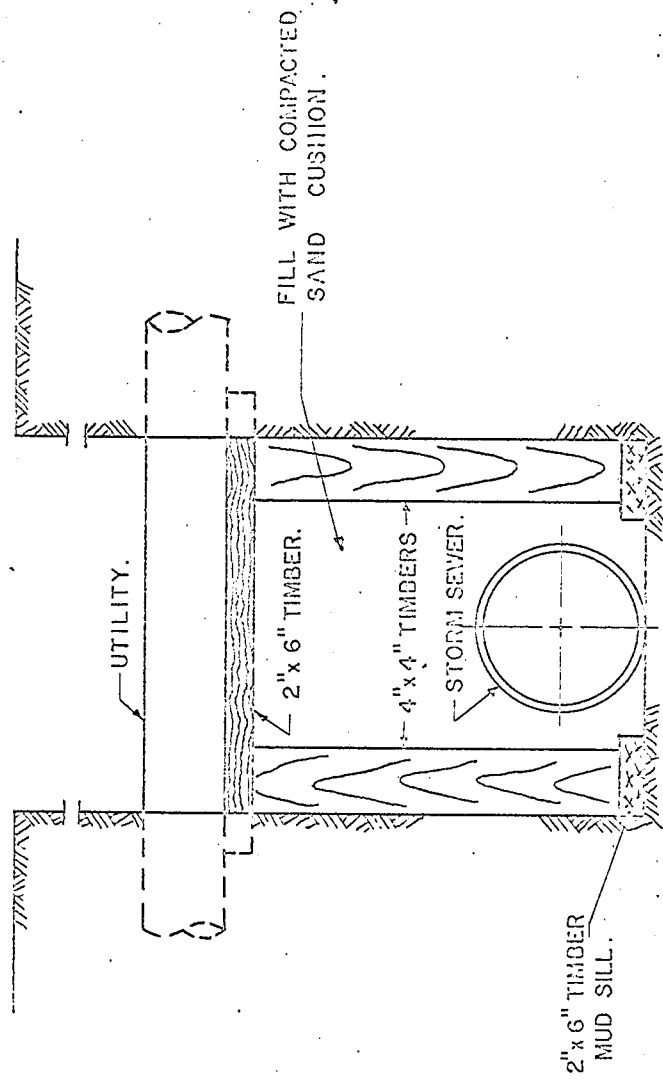
## CONCRETE CURBS

## TYPES A, B, D AND G

Drawn by *F. H.*  
 Traced by *F. H.*  
 Checked by *PC*  
 Passed by *PC*

APPROVED

*[Signature]*  
 Road Design Engineer



NOT TO SCALE.

NOTES. 1. TO BE USED EXCEPT WHERE SPECIFIC REQUIREMENTS  
OF UTILITY OWNER MUST BE MET.

2. COST TO BE INCLUDED IN UNIT PRICE OF SEWER.

TIMBER SUPPORT  
FOR UTILITIES.