

CONTRACT DOCUMENTS

TOWN OF PELHAM, ONTARIO

ROLAND ROAD CULVERT #1

PROJECT EO 72163 November 1972

PROCTOR & REDFERN LIMITED  
Consulting Engineers

75 Eglinton Ave., E.  
Toronto, Ontario

39 Queen Street  
St. Catharines, Ontario

WDG/GKS/  
to

TOWN OF PELHAM, ONTARIO

ROLAND ROAD CULVERT #1

Project E.O. 72163

August 1972

LIST OF CONTRACT DOCUMENTS

The following shall form the Contract Documents:

	<u>PAGES</u>
Addendum Numbered <u>0</u> to <u>0</u>	
List of Contract Documents & drawings	1 page
Tendering Information	4 pages
Form of Tender	5 pages
Agreement	1 page
Agreement to Bond	1 page
Form of Bond (CD-2)	1 page
Labour and Material Payment Bond (CD-2B)	2 pages
List of Sub-Contractors (CD-3)	1 page
Tenderer's experience (CD-4)	1 page
Tenderer's Senior Staff (CD-5)	1 page
Tenderer's plant (CD-6)	1 page
Supplementary Conditions of Contract	4 pages
General Conditions of Contract (CD-1)	
Project Specifications	
Section 01010	4 pages
"      02020	2 pages
"      03030	2 pages
"      04040	1 page
"      05050	2 pages

DRAWINGS

B-72163-P3	Roland Road Culvert
B-72163-P5	Roland Road Culvert

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, December 1, 1972

- 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 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.05 TENDERER DEPOSIT

- A. 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 \$1,000.00.

The tenderer shall keep his tender open for acceptance for sixty days after the closing date. Withdrawal during this period will result in forfeiture of the tender deposit.

Upon being notified that his tender has been accepted, the contractor shall execute copies of the agreement, supply bonds and insurance documents as specified, and start work as specified.

Failure to execute the copies of the agreement, or to supply bonds and insurance documents, all within two weeks of the date of acceptance of the tender, or to start work as specified, will automatically mean the forfeiture to the owner of the tender deposit.

Cheques of unsuccessful tenderers will be returned not later than two weeks following contract award.

The tender deposits of the successful tenderer will be returned with the first progress certificate.

## TI.06 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.07 ACCEPTANCE OF TENDERS

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

## TI.08 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.

## TI.09 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 and asphaltic concretes, so that the owner may apply for refund of taxes.

## TI.10 FEDERAL SALES TAX

- A. All prices tendered for the work shall exclude Federal Sales Tax on material and equipment to be incorporated into the work.

## TI.10 continued

The contractor may be required to pay Federal Sales Tax on purchases of material and equipment to be incorporated into the work 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.

## FT.01 TENDER PRICE

1. Offer By - Name - Roland Marshall  
Address - R. R. #1, Ridgeville, Ontario  
Date - November 30, 1972
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  
Seven Thousand, Seven Hundred and Fourteen  
Dollars (\$ 7,714.00)

## FT.02 CONTINGENCIES AND ALLOWANCES

- A. We agree that the tender price includes the contingency sum of \$1,000.00 and that no part of this sum shall be expended without the written direction of the engineer, and any part not so expended shall be deducted from the tender price.

## FT.03 QUANTITIES

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

## FT.04 ADDITIONS AND DEDUCTIONS

- A. We agree that the valuation of additions to, and deductions from, the contract shall be made as follows -

## FT.04 continued

- A. 1. The prices in the schedule of tender prices shall apply where appropriate.
2. If the prices in the schedule of tender prices are not appropriate, the prices in the table of prices shall apply where appropriate.
3. If the prices in subsections 1 and 2 are not appropriate, valuation will be made by one of the following methods -
- (A) The engineer may ask the contractor for a quotation for the proposed work.
  - (B) If the quotation referred to in (A) above is not accepted by the engineer, the actual cost of the work will be determined as the total of only the following -
    - (1) Actual cost of labour, including such items as workmen's compensation and unemployment insurance.
    - (2) Actual cost of materials to be incorporated into the work, including such items as freight and taxes.
    - (3) For work done by the contractor, an amount equal to 15 percent of the totals from subsections (1) and (2) above, which shall constitute overhead and profit of the contractor.
    - (4) For work done by sub-contractors, an amount equal to 20 percent of the totals from subsections (1) and (2) above, which shall constitute overhead and profit of the contractor and sub-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.05 ADDENDA

- A. We agree that we have received addenda 0 to 0 inclusive, and the tender price includes the provisions set out in such addenda.

## FT.06 COMPLETION

- A. We agree to commence work as specified and to complete all work by the dates specified in the Supplementary Conditions.

## FT.07 SCHEDULE OF TENDER PRICES

Item No.	Description	Unit	Quantity	Unit Price	TOTAL
1.	Clearing and Grubbing			Lump Sum	\$ 400.00
2.	Demolition of existing structure (including removal and disposal of existing concrete)			Lump Sum	\$ 2,000.00
3.	Excavation and removal of material not acceptable for road base			Lump Sum	\$ 574.00
4.	Supply and place imported material for road sub-base	Tons	500	\$ 1.68	\$ 840.00
5.	Supply and place granular base course 'A' (8" compacted depth)	Ton	450	\$ 2.18	\$ 981.00
6.	Supply and place Granular 'B' backfill (compacted)	Ton	180	\$ 3.75	\$ 675.00
7.	Supply and place 5/8" traffic binder (4" compacted depth)	Ton	250	\$ 2.62	\$ 655.00
8.	Upstream channel improvements			Lump Sum	\$ 300.00
9.	Downstream channel			Lump Sum	\$ 289.00
10.	Contingency Allowance			Allow	\$ 1,000.00
TOTAL CONTRACT PRICE					\$ 7,714.00

OFFERED ON BEHALF  
OF THE CONTRACTOR

Roland J. Marshall  
Signature

\_\_\_\_\_  
Signature

Contractor' Seal

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

R.R. #1, Ridgeville, Ontario  
Address

November 30, 1972  
Date

Garth Goodfield  
Witness

## TABLE OF ADDITIONAL UNIT PRICES

Item No.	Description	Unit	Quantity	Unit Price	TOTAL
1.	Grader rental, 100 H.P. minimum Tandem drive	Hours	20	\$15.00	\$ 300.00
2.	Grouted Rip-Rap	Cu. Yd.	18	\$14.00	\$ 252.00

CULVERT CONSTRUCTION  
IN THE TOWN OF PELHAM, ONTARIO  
AGREEMENT

This Agreement made in triplicate this 30th day of Nov. , 19 72,  
between  
Roland Marshall hereinafter called "The Contractor",

AND

The Corp. of the Town of Pelham hereinafter called "The Owner".

WITNESSETH, that the Contractor agrees with the Owner to perform all the work in accordance with the contract documents referred to in the tender of the Contractor dated the 30 day of Nov. 19 72 (which shall be deemed to form part of this Contract) to the satisfaction of the Engineer for the total contract price of \$ 7,714.00 which contract documents are attached hereto and which are hereby expressly made part of this Contract.

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

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

EXECUTION BY OWNER -

Name The Corp. of the Town of Pelham

Officers *[Signature]*  
*[Signature]*

Date DEC 4/72

Seal

EXECUTION BY CONTRACTOR -

Company Name Roland Marshall

Signatures *[Signature]*

Witness *[Signature]*

Date \_\_\_\_\_

Seal

Form CD-20 June 1970

AGREEMENT TO BOND

Date \_\_\_\_\_ 1972

Project No. E.O. 72163

\*

Gentlemen:

Construction of a Culvert Approach which  
includes Grading, Sand Cushion, Imported  
Soil and Granular Base in the Town of  
Pelham, Ontario

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

(hereinafter referred to as 'the Tenderer') for the construction  
of a Culvert Approach and associated appurtenances, in the Town  
of Pelham, Ontario subject to the express condition that the  
Owner receive the Performance Bond and a Labour and Material  
Payment Bond in accordance with the said tender, we the under-  
signed hereby agree with the Owner to become bound to the Owner  
as Surety for the Tenderer in a performance bond and a labour  
and material payment bond in an amount equal to 100 percent  
and 50 percent (respectively) of the tender price, in the forms  
of Performance Bond and Labour and Material Payment Bond bound  
herein and in accordance with the said tender, and we agree to  
furnish the Owner with the said bonds within seven (7) days  
after notification of the acceptance of the tender has been  
mailed to us.

Yours very truly,

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

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

**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, in the amount of

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

WHEREAS, the Principal has entered into a written contract with the Oblige, 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 to be, in default under the Contract, the Oblige having performed Oblige's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

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

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                      .

LABOUR AND MATERIAL PAYMENT BOND

(Private Contracts - Trustee Form)

NOTE: This Bond is issued simultaneously with another Bond in favour of the Oblige  
conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS THAT

hereinafter called the Principal, and

as Principal,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto

as Surety,

hereinafter called the Oblige, for the use and benefit of the Claimants, their and each of their heirs,  
executors, administrators, successors and assigns in the amount of

as Trustee,

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

SIGNED AND SEALED this

day of

19

the

day of

WHEREAS the Principal has entered into a written contract with the Oblige dated  
19 , for

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall make pay-  
ment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract,  
then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the  
following conditions:

- (1) A Claimant for the purpose of this Bond is defined as one having a direct contract with the principal for  
labour, material, or both, used or reasonably required for use in the performance of the Contract, labour  
and material being construed to include that part of water, gas, power, light, heat, oil, gasoline,  
telephone service or rental equipment directly applicable to the contract provided that a person, firm or  
corporation who rents equipment to the Principal to be used in the performance of the Contract under a  
contract which provides that all or any part of the rent is to be applied towards the purchase price thereof  
shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the  
period during which the equipment was used in the performance of the Contract. The prevailing indus-  
trial rental value of equipment shall be determined, insofar as it is practical to do so, in accordance with  
and in the manner provided for in the latest revised edition of the publication of the Canadian Construction  
Association entitled "Rental Rates on Contractors' Equipment" published prior to the period during which  
the equipment was used in the performance of the Contract.
- (2) The Principal, and the Surety hereby jointly and severally agree with the Oblige as Trustee  
that every Claimant who has not been paid as provided for under the terms of his contract with the Prin-  
cipal before the expiration of a period of ninety (90) days after the date on which the last of such Claim-  
ant's work or labour was done or performed or materials were furnished by such Claimant, may as a bene-  
ficiary of the trust herein provided for, sue on this bond, prosecute the suit to final judgement for such  
sum or sums as may be justly due to such Claimant under the terms of his said contract with the Principal  
and have execution thereon. Provided that the Oblige is not obliged to do or take any act, action  
or proceeding against the Surety on behalf of the Claimants or any of them to enforce the provisions of this  
Bond. If any act, action or proceeding is taken either in the name of the Oblige or by joining the  
Oblige as a party to such proceedings then such act, action or proceeding shall be taken on the  
understanding and basis that the Claimants or any of them who take such act, action or proceeding shall  
indemnify and save harmless the Oblige against all costs, charges and expenses or liabilities incurr-  
ed thereon and any loss or damage resulting to the Oblige by reason thereof. Provided still further  
that, subject to the foregoing terms and conditions, the Claimants or any of them may use the name of the  
Oblige to sue on and enforce the provisions of this Bond.
- (3) No suit or action shall be commenced hereunder by any Claimant:
  - (a) unless such Claimant shall have given written notice with the time limits hereinafter set forth to  
each of the Principal, surety and Oblige, stating with substantial accuracy the amount  
claimed. Such notice shall be served by mailing the same by registered mail to the Principal,

Surety and Obligor at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the contract is located. Such notice shall be given (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal under either the terms of the Claimant's contract with the Principal or under the Mechanics' Liens legislation applicable to the Claimant's contract with the Principal whichever is the greater within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal; (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal.

- (b) After the expiration of one (1) year following the date on which Principal ceased work on the Contract including work performed under the guarantees provided in the Contract.
- (c) Other than in a court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract or any part hereof is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such court.
- (4) The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith and in accordance with the provisions hereof, inclusive of the payment by the Surety of Mechanics' Liens which may be filed of record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.
- (5) The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

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 the day and year first above written.

---

---

---

---

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

## SC.01 DEFINITIONS

- A. "Owner" means the person or corporation accepting the tender.
- B. "Engineer" means Proctor & Redfern Limited.
- C. "Department of Highways" and "DHO" means "The Ministry of Transportation and Communications".

## SC.02 GUARANTEE

- A. The contractor shall guarantee that the material and work shall for a period of twelve months 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 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 case 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.

## SC.03 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 -

## SC.03 Continued

- A. Be in the joint names of the owner, the contractor, the subcontractors and the engineer, and
- B. Include coverage for -
  - 1. Contractual liability, and
  - 2. Cross liability, and
  - 3. Contingent employer's liability, and
  - 4. Completed operations liability, and
  - 5. 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.

## SC.04 AUTOMOBILE INSURANCE

- A. 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.

## SC.05 INSURANCE POLICIES

- A. When the successful tenderer is notified that his tender has been accepted, he shall deposit with the owner either copies of liability and automobile insurances, or insurance certificates.
- B. Insurance policies shall stay in force and not be amended, cancelled or allowed to lapse without thirty 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.

## SC.06 INSURANCE CLAIMS

- A. Claims or alleged claimes received by the contractor shall be dealt with immediately by the contractor. If a claim is settled to the satisfaction of the claimant, the contractor shall submit to the engineer a copy of the claimant's release.
- B. If a claim or alleged claim is rejected by the contractor and/or his insurance company, the contractor shall report this fact in writing to the engineer.
- C. Should 30 days elapse after the claim or alleged claim has been received by the contractor, and the contractor is not able to report settlement or rejection of the claim, he shall report to the engineer steps being taken with respect to the claim.

## SC.07 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 for a period of one year from the acceptance date.

## SC.08 PAYMENT BOND

- A. The contractor, together with a surety company approved by the owner and wuthorized by law to carry on business in the province shall furnish a labour and materials payment bond to the owner in the form attached. The bond shall remain in effect until the issue by the engineer of the final payment certificate.

## SC.09 PERFORMANCE BOND

- A. 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 percent 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.

# GENERAL CONDITIONS OF THE CONTRACT

## SUBJECT INDEX

	CLAUSE		CLAUSE
ACCEPTANCE CERTIFICATE.....	33	MATERIALS, REJECTION OF.....	19
ASSIGNMENT.....	40	MATERIALS, SUPPLY OF.....	16
AUTOMOBILE INSURANCE.....	25	MATERIALS AND WORKMANSHIP.....	13
BOND, PERFORMANCE.....	39	NOTICES.....	4
CERTIFICATES, ACCEPTANCE.....	33	OPERATIONAL RISKS.....	12
CERTIFICATES, FINAL PAYMENT.....	36	OWNERSHIP OF DOCUMENTS.....	22
CERTIFICATES, INSURANCE POLICIES AND,..	29	OWNERSHIP OF PLANT AND MATERIALS.....	15
CERTIFICATES, PROGRESS.....	32	PAYMENT CERTIFICATE, FINAL.....	36
CHANGES IN THE WORK.....	18	PAYMENTS.....	35
COLD WEATHER.....	14	PERFORMANCE BOND.....	39
COMMENCEMENT & COMPLETION.....	5	PLANT AND MATERIALS, OWNERSHIP OF.....	15
COMPENSATION, WORKMEN'S.....	26	POLICIES AND CERTIFICATES, INSURANCE...	29
COMPLETION, SUBSTANTIAL.....	34	PREMISES, USE OF.....	6
COMPLETION & COMMENCEMENT.....	5	PROGRESS CERTIFICATES.....	32
CONTRACTORS, SUB.....	3	PROSECUTION OF THE WORK.....	11
CONTRACT, TERMINATION OF.....	38	PUBLIC SAFETY.....	10
DAMAGE INSURANCE.....	28	REJECTION OF WORK AND MATERIALS.....	19
DAMAGE, LOSS OR.....	27	RELEASE OF HOLDBACK.....	34
DEFINITIONS.....	1	RESTORATION.....	7
DETAILS AND INSTRUCTIONS.....	17	RISKS, OPERATIONAL.....	12
DOCUMENTS.....	2	SAFETY, PUBLIC.....	10
DOCUMENTS, OWNERSHIP OF.....	22	SHOP DRAWINGS.....	21
DRAWINGS, SHOP.....	21	STATUTES.....	9
ENGINEER.....	20	SUBCONTRACTORS.....	3
FINAL PAYMENT CERTIFICATE.....	36	SUBSTANTIAL COMPLETION.....	34
GUARANTEE.....	37	SUPPLY OF MATERIAL.....	16
HOLDBACK RELEASE.....	34	TERMINATION OF CONTRACT.....	38
HOURS OF WORK.....	30	USE OF PREMISES.....	6
INSTRUCTIONS, DETAILS AND.....	17	UTILITIES.....	8
INSURANCE, AUTOMOBILE.....	25	VALUATION.....	31
INSURANCE, DAMAGE.....	28	WEATHER, COLD.....	14
INSURANCE, LIABILITY.....	24	WORK, CHANGES IN.....	18
INSURANCE, POLICIES & CERTIFICATES.....	29	WORK, HOURS OF.....	30
LIABILITY.....	23	WORK AND MATERIALS, REJECTION OF.....	19
LIABILITY INSURANCE.....	24	WORK, PROSECUTION OF.....	11
LOSS OR DAMAGE.....	27	WORKMANSHIP AND MATERIALS.....	13
MATERIALS, OWNERSHIP OF.....	15	WORKMEN'S COMPENSATION.....	26

**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.
- (b) Should the Engineer be of the opinion that the quantity or quality of labour or plant supplied by the Contractor is not sufficient, or that the methods being employed are not such as will ensure that the work will be completed within the specified time, the Contractor shall forthwith improve the quality and increase the number of men employed, shall make revisions to the plant, and shall employ work methods satisfactory to the Engineer.
- (c) Should the Contractor leave the site of the work (either permanently or temporarily), he shall provide and leave a competent and reliable agent or superintendent in charge. Such person shall act in place of the Contractor.
12. (a) All damage, loss, expense and delay incurred or experienced by the Contractor in the prosecution of the work, by reason of unanticipated difficulties, bad weather, strikes, wars, acts of God, or other mischances, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.
- (b) The position of pole lines, conduits, watermains, sewers and other underground and overground utilities and structures is not necessarily shown on the Contract drawings, and, where shown, the accuracy of the position of such utilities and structures is not guaranteed. Before starting work, the Contractor shall inform himself of the exact location of all such utilities and structures, and shall assume all liability for damage to them. Unless otherwise specified, the Contractor shall support all such utilities and structures, or temporarily remove them, and restore them, to the satisfaction of the owners of the utilities and structures.
13. (a) All workmanship shall be first-class and material new and of best quality, all to the approval of the Engineer. The Contractor shall pay due regard to the neat and attractive appearance of the finished work.
- (b) If ordered by the Engineer, the Contractor shall make such openings in the work as are needed to re-examine the work, and shall forthwith make the work good again. Should the Engineer find the work so opened up to be faulty in any respect, the whole of the expense of opening, inspecting and making good shall be borne by the Contractor. Should the Engineer find the work opened up to be in an acceptable condition, such expense will be borne by the Owner.
- (c) The Contractor shall remove and make good all defective work and materials, and the entire cost of such removal and making good shall be borne by the Contractor.

**11.  
PROSECUTION  
OF THE WORK**

**12.  
OPERATIONAL  
RISKS**

**13.  
WORKMANSHIP  
AND  
MATERIALS**

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

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 coordinating 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.

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

30.  
HOURS  
OF WORK

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

31. (a) At monthly intervals, the Contractor and the Engineer shall make a valuation of the work constructed and material supplied under the Contract. Should the Engineer wish to measure any of the work or material, the Contractor shall assist in such measurements and furnish all particulars required.
- (b) The monthly valuations described in subsection (a) above shall not bind the Owner, the Contractor or the Engineer to any final valuation of the work to be done under the Contract, but shall be construed as approximations only for the purpose of Progress Certificates.
- (c) The final valuation of the work shall be prepared as soon as possible after the whole of the works has been completed.

31.  
VALUATION

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

32.  
PROGRESS  
CERTIFICATES

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

For Progress Certificates, the Engineer's decision as to the estimated value of completed work and material supplied shall be final, but shall not be binding on him, the Contractor or the Owner in the establishing of the final value of the work, nor shall it be taken as evidence as to ownership of, or payment for the work.

33. (a) When the work required to be done under the Contract has been completed in every respect and is acceptable to the Engineer, a final valuation of the Contract will be prepared by the Contractor and the Engineer.
- (b) The Contractor shall submit to the Engineer a statement indicating the Contractor's valuation of the work according to records available to the Contractor. The Engineer will review this statement and either approve it or submit detail reasons for revisions that, in his opinion, should be made.
- (c) Should the Engineer consider it advisable, the Engineer will prepare a final valuation of the work and submit it to the Contractor who shall either approve it or submit detail reasons for revisions that, in his opinion, should be made.
- (d) When the Engineer and Contractor have reached agreement as to the final value of the work, the Engineer will issue an Acceptance Certificate, detailing the valuation of the Contract, and certifying its acceptance at a certain specific date, referred to as the "acceptance date."
- (e) Should the Engineer and Contractor be unable to reach agreement as to the final value of the work within a reasonable period, the Engineer will issue his Acceptance Certificate detailing his valuation of the Contract and certifying acceptance of the work at a certain specific date, referred to as the "acceptance date."

33.  
ACCEPTANCE  
CERTIFICATE

34. Holdbacks held under the provision of the Mechanics' Lien Act will be released upon application by the Contractor, and will be subject to the requirements of the Act. The Contractor's applications shall be made in the forms included as Appendices 1 and 2 to these General Conditions.

34.  
SUBSTANTIAL  
COMPLETION  
AND HOLDBACK  
RELEASE

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

35.  
PAYMENTS

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

36.  
FINAL  
PAYMENT  
CERTIFICATE

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

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

Owner:

Project:

EO:

Contractor:

Subcontract:

Subcontractor:

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

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

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

SEAL:

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

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

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

SEAL:

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

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

Owner:

Project:

EO:

Contractor:

We,  
hereby confirm:

the said Contractor,

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

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

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

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

SEAL:

## SECTION 01010

## GENERAL

## 01010-01 GENERAL

## A. Description of Work

This contract is for the provision of all labour and materials (except for the supplying and erection of the twin structural plate culvert itself) and equipment necessary for the construction of Twin Corrugated Metal Culverts on Roland Road in the Town of Pelham. In addition this contract shall include the channel improvements as shown on the Engineering drawings.

## B. Limits of Site

The limits of site are -

- (A) The road or street allowances on which work is to be performed.
- (B) Such additional land as shown on the contract documents.
- (C) Such additional land designated as easements shown on the contract documents.
- (D) Such areas of private property adjacent to road or street allowances on which the contractor is directed, in writing, to enter to carry out work.

## C. Local Labour

- 1. Preference shall be given to the hiring of 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 actually 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.

- C. Concrete, mortared masonry and like materials shall be disposed of entirely clear of the right-of-way at locations arranged for by the Contractor and approved by the Engineer.
- D. Timber, steel and all other materials except those materials for which disposal provision is otherwise made, shall become the Contractor's property and shall be removed entirely clear of the right-of-way and disposed of or retained at his own expense.

C. De-watering

1. The contractor shall prepare and maintain in a dry condition the bed for the corrugated metal culverts until the culverts are installed and bedded.

D. Compaction

1. All granular base shall be compacted to 95 percent Standard Proctor Density.
2. No additional payments will be allowed for compaction.

E. Cleanup and Restoration

1. Upon completion of the work the Contractor shall remove all materials from the site and leave the work in a neat condition.
2. All fencing disturbed by the contractor's operations shall be restored to original condition or better.