

CANADIAN STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

(For use when a stipulated sum forms the basis of payment, and to be used only with the General Conditions of the Contract)

THIS AGREEMENT made in duplicate the 7th day of February
in the year Nineteen hundred and seventy-four by and between
The Town of Pelham
herein (and in the General Conditions) called the "Owner",
and

R. Timms Construction and Engineering Company Ltd.

herein (and in the General Conditions) called the "Contractor",

WITNESSETH: That the Owner and the Contractor undertake and agree as follows:

ARTICLE A-1 The Contractor shall:

- (a) provide all the materials and perform all the work shown on the Drawings and described in the Specifications titled
(here insert the caption descriptive of the work as used in the Specifications, and upon the Drawings)

Additions to Municipal Building, Part "B"

which have been signed in duplicate by both the parties, and which were prepared by

FRASER & MACIE ARCHITECTS

- acting as, and herein (and in the General Conditions) titled, the "Architect", and
(b) do and fulfill everything indicated by this Agreement, and

- (c) complete substantially as certified by the Architect, all the work by the 15th
day of May 19 74.
(here insert the date of completion, and stipulations as to liquidated damages, and bonus if any)

ARTICLE A-2

The following is an exact list of the Drawings and Specifications referred to in Article A-1:—

(Here insert, attaching additional pages if required, a list identifying all contract documents including: Drawings, giving drawing number, title, date, revision date or mark; Specifications, giving a list of contents with section numbers and titles, number of pages, and date or revision mark, if any; and clearly identify any modifications to the contract documents if any).

Architectural Drawings, Dated Dec. 28/73	1 to 6 inclusive
Electrical Drawing	E1
Supplement Drawing No. 1-4 Bay Addition	1 & 2 inclusive

Specifications entitled "Library Additions to Municipal Building"
Job No. 73-006, dated December 2, 1973, including the following divisions:

1A Instructions to Bidders	Pages 1 to 4
1B Supplementary General Conditions	Pages 1 to 9
2A Excavating and Grading	Pages 1 to 4
3A Concrete Cast-In Place	Pages 1 to 6
3B Precast Concrete	Pages 1 to 3
4A Masonry	Pages 1 to 5
5B Miscellaneous Iron and Steel	Pages 1 to 2
6A Carpentry	Pages 1 to 3
7A Sheet Metal & Roofing	Pages 1 to 9
7B Caulking and Sealing	Pages 1 to 2
8A Glazing & Aluminum Trim	Pages 1 to 9
8B Hollow Metal Work	Pages 1 to 2
8D Wood Doors	Pages 1 to 1
9A Painting	Pages 1 to 6
9B Acoustic Ceilings	Pages 1 to 2
9C Drywall	Pages 1 to 3
9D Special Coatings	Pages 1 to 2
9E Flooring	Pages 1 to 4
10A Specialties	Pages 1 to 2
15B Plumbing and Drainage	Pages 1 to 5
16A Electrical	Pages 1 to 4

Addendum No. 1, January 9, 1974
Supplement No. 1 (increase to 4 bays), January 25, 1974



ARTICLE A-3

(a) The Owner shall:--

- (1) pay the Contractor in lawful money of Canada for the work aforesaid
Forty-Five Thousand, Two Hundred and Forty -----

----- and XX dollars (\$ 45,240.00)
100

subject to additions and deductions as provided in the General Conditions of the Contract;*

- (2) pay on account thereof upon the Architect's certificate, and within the time stipulated in Article 28 of the General Conditions of the Contract, eighty-five percent (85 %) of the value, proportionate to the amount of the Contract, of the work completed and materials delivered at the site up to and including the last day of the month preceding, as invoiced by the Contractor and approved by the Architect, less the aggregate of previous payments; and
- (3) on completion of the entire work and one day after all lien rights have expired, pay the balance owing under the Contract.

(b) Notwithstanding the provisions contained in sub-section (2) above:--

- (1) if on account of climatic or other conditions reasonably beyond the Contractor's control there are items of work that cannot readily be completed, the payment in full for the work which has been completed shall not be delayed on account thereof, but the Owner may withhold a sufficient and reasonable sum, as determined by the Architect, until the uncompleted work is finished and such sum as will adequately protect the Owner against liens; and

- (2)**where the Architect has issued a certificate confirming that a subcontract made by the Contractor in respect to a portion of the work covered by this Contract has been completed to his satisfaction, the Owner shall, one day after all lien rights under such subcontract have expired but not otherwise, pay to the Contractor, out of the monies then being retained by the Owner under this Agreement, the balance of the fixed price of such subcontract as certified by the Architect or if there is no specific subcontract price, the balance of the value of the work or materials incorporated in the said building under such subcontract as certified by the Architect.

ARTICLE A-4

The "General Conditions of the Contract" hereto annexed and signed in duplicate by both parties, and the aforesaid Specifications and Drawings, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and it shall enure to the benefit of and be binding upon them and their successors, executors, administrators and, subject to Article 41 of the General Conditions of the Contract, their assigns.

*Include any special provisions with respect to taxes or their rebate in the Supplementary General Conditions.

**This paragraph will apply where the relevant lien legislation permits release of holdback on completed subcontracts.

ARTICLE A-5

All communications in writing between the parties or between them and the Architect shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:—

The Owner at 43 South Pelham Street
(street and number) (post office)

Fonthill, Ontario L0S 1E0

The Contractor at P. O. Box 305, Lincoln Street, West
(street and number) (post office)

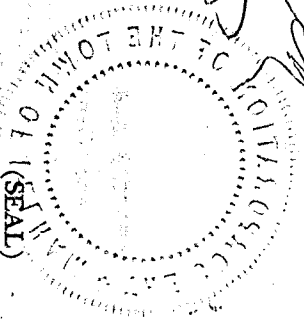
Welland, Ontario

The Architect at 570 King Street, Suite 2D
(street and number) (post office)

Welland, Ontario L3B 3L2

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

Tom O. Pelham
of Fonthill


**THE R. TIMMS CONSTRUCTION
AND ENGINEERING LIMITED**
Per *[Signature]*

(SEAL)