

TOWN OF PELHAM, ONTARIO

ROLAND ROAD CULVERT CONSTRUCTION

Project EO 73213B August 1974

THE PROCTOR AND REDFERN GROUP
Consulting Engineers and Planners

75 Eglinton Avenue East
Toronto, Ontario, M4P 1H3

39 Queen Street
St. Catharines, Ontario L2R 5G

LIST OF CONTRACT DOCUMENTS

The following shall form the Contract Documents:

	Paper Colour	Pages
Addendum Numbered <u>0</u> to <u>0</u>	Green	
List of Contract Documents and Drawings	Pink	1
Tendering Information	Blue	4
Form of Tender	Yellow	5
Agreement (CD-20)	White	1
Agreement to Bond (CD-22)	White	1
Performance Bond (CD-2)	White	1
Labour and Material Payment Bond (CD-2B)	White	1
List of Sub-Contractors (CD-3)	White	1
Tenderer's Experience in Similar Work (CD-4)	White	1
Tenderer's Senior Staff (CD-5)	White	1
Tenderer's Plant (CD-6)	White	1
Supplementary Conditions of Contract	Blue	2
General Conditions of Contract (CD-1)	Blue	7
Project Specifications		
Section 01010 - General	White	5
Section 02600 - Clearing, Excavation and Roadwork	White	3

LIST OF CONTRACT DRAWINGS

<u>Drawing No.</u>	<u>Title</u>
B-73213-P3	Roland Road Culvert Reconstruction (#0003)

TENDERING INFORMATION

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 - Thursday, August 29, 1974

- 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. Should the Tenderer not agree that the materials and methods specified, or designed on the drawings, will provide an installation to meet the requirements of the project, he shall notify the Engineer in writing, stating his reason for objection and may submit a suggested alternative. In such an event, the Engineer may choose to issue an Addendum.
- C. 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 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.05 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.

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.

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:

1. Tenderer's Experience
2. Machinery and Plant to be used
3. Tenderer's Senior Staff.

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

II.07 TENDER DEPOSIT

- A. Every tender shall be accompanied by a tender deposit in the form of a certified cheque or Bid Bond 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.

II.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.

II.09 ACCEPTANCE OF TENDERS

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

TI.10 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.

FORM OF TENDER

FT.01 TENDER PRICE

1. OFFER BY - Name: **Lowden Drainage Limited**

Address: **R.R. #2, Welland, Ontario**

Date: **August 23, 1974**

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

Twenty-Two Thousand and One Hundred

Dollars (\$ **22,100.00**)

FT.02 CONTINGENCIES AND ALLOWANCES

- A. We agree that the tender price includes the contingency sum of \$2,000.00 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:

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-contractors.
 - (5) Rental of equipment and plant having a new value greater than \$300.00. Rental rates shall be as set out in the current edition of MTC 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, to proceed continuously to the completion and to complete all work within 8 weeks from the date of issue of the written order to start work.

FT.07 SCHEDULE OF TENDER PRICES

Item No.	Description	Unit	Quantity	Unit Price	TOTAL
1.	Clearing and Grubbing			Lump Sum	\$ 1,000.00
2.	Excavation for culvert			Lump Sum	\$ 975.00
3.	Placing and compaction of select native material for fill - road sub-base			Lump Sum	\$ 975.00
4.	Supply, place and compact imported fill for sub-base	Ton	2,000	\$ 2.50	\$ 5,000.00
5.	Supply and placing of Granular 'B' material for backfilling proposed culvert (compacted as specified)	Ton	500	\$ 3.25	\$ 1,625.00
6.	Supply and placing of Granular base course 'A' (compacted depth 8 inches on roadway)	Ton	1,200	\$ 3.25	\$ 3,900.00
7.	Supply and placing of 5/8" Traffic Binder (4 inch compacted depth)	Ton	600	\$ 3.25	\$ 1,950.00
8.	Grade-all rental for roadside ditching	Hour	15	\$ 25.00	\$ 375.00

Item No.	Description	Unit	Quantity	Unit Price	TOTAL
FORWARD					\$ 15,800.00
9.	Demolition and disposal of existing concrete box culvert (as specified)			Lump Sum	\$ 700.00
10.	Supply and placing of grouted rip-rap	Sq. Yd.	130	\$ 20.00	\$ 2,600.00
11.	Channel improvements			Lump Sum	\$ 1,000.00
12.	Contingency Allowance			Lump Sum	\$ 2,000.00
TOTAL CONTRACT VALUE					\$ 22,100.00

OFFERED ON BEHALF
OF THE CONTRACTOR

Chas Campbell
Signature

Signature

Lowden Drainage Limited

Company Name

Contractor's Seal

Witness

Sept 6 / 74 Date

FT.08 TABLE OF ADDITIONAL QUANTITIES

Item	No.	Description	Unit	Unit Cost
1.	Dragline Rental	Hour	\$	25.00
2.	Supply and place field sod	Sq.Yd.	\$	0.90
3.	Supply and erect farm fence	100 ft.	\$	150.00

ROLAND ROAD CULVERT CONSTRUCTION

AGREEMENT

This Agreement made in triplicate this 30th day of August, 1974,
between
Lowden Drainage Limited hereinafter called "The Contractor",

AND

The Corporation 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 23rd day of Aug. 1974 (which shall be deemed to form part of this Contract) to the satisfaction of the Engineer for the total contract price of \$ 22,100.00 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 Corporation of
the Town of Pelham

Officers _____

[Signature]

[Signature]

Date SEPT 9/74

Seal

EXECUTION BY CONTRACTOR -

Company Name Lowden Drainage Ltd.

Signatures [Signature]

Witness _____

Date Sept 6/74

Seal

Form CD-20 June 1970

AGREEMENT TO BOND

*

Date _____ 197

Project EO 73213B

Gentlemen

Roland Road Culvert Construction
- 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 the Roland Road Channel and Road Reconstruction in the Town of Pelham, Ontario, subject to the express condition that the Owner receive the Performance Bond and 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 the performance bond and a payment bond in an amount equal to 100% and 50% (respectively) 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 seven (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.

KNOW ALL MEN BY THESE PRESENTS THAT

hereinafter called the Principal, and
as Principal,
hereinafter called the Surety, are held and firmly bound unto
as Surety,
hereinafter called the Obligee, in the amount of
as Obligee,

(\$) lawful money of Canada, for the payment of which sum, well and truly Dollars
to be made, the Principal and the Surety bind themselves, their heirs, executors, adminis-
trators, 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 accor-
dance 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 corpora-
tion 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

NOTE: This Bond is issued simultaneously with another Bond in favour of the Obligees 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 Obligees, 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

WHEREAS the Principal has entered into a written contract with the Obligees dated the day of 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 payment 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 industrial 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 Obligees as Trustees that every Claimant who has not been paid as provided for under the terms of his contract with the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary 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 Obligees are 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 Obligees or by joining the Obligees 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 Obligees against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligees 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 Obligees 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 Obligees, 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

TENDERER'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	VALUE
1971	Culverts Sawmill Road	Town of Pelham	\$17,000.00
1972	Culverts Sawmill Road	Town of Pelham	\$15,920.00
1973	Culverts Roland Road	Town of Pelham	\$21,938.00

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

TENDERER'S SENIOR STAFF

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE
Chas. Campbell	President	26 Years Construction Experience

TENDERER'S PLANT

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

PLANT UNDER TENDERER'S CONTROL:

Drott Backhoes 3/4 and 1 1/2 cubic yard

D4 Bulldozer

H300 and 2460 Gradalls

PLANT TO BE RENTED:

Compaction Equipment

Pumps

PLANT TO BE PURCHASED:

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

SUPPLEMENTARY CONDITIONS

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 Ministry of Transportation and Communications' and 'MTC'.
- B. 'The Department of Transportation and Communications' and 'DTC' means 'The Ministry of Transportation and Communications' and 'MTC'.
- C. The word 'provide' shall mean - supply all labour, materials, equipment, handling and cartage required for complete installation of the item concerned.
- D. 'Owner' means 'The Corporation of the Town of Pelham'.
- E. 'Engineers' means 'Proctor and Redfern Limited'.

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 or alleged claim has been received by the Contractor, and the Contractor is not able to report settlement or rejection of the claim, he shall report to the Engineer the steps being taken with respect to the claim.

SC.04 PAYMENTS

- A. As well as monies held back by provincial statutes the Owner will retain five (5) percent of the value of work done, such amount being held back from each progress payment. This additional holdback will be retained for a period of one year from the 'acceptance date' which is described in article 33 of the General Conditions.

SC.05 PERMITS

- A. Property owners' release of disposal or fill areas.

The owner will, without further notice to the Contractor, withhold payment of monies due to the contractor, until the Contractor provides to the Engineer two copies each of a release signed by the property owner of each disposal or fill area used by the Contractor.

- B. Private Property

The Contractor shall obtain written permission from each property owner concerned and submit two copies to the Engineer before entering onto private property.

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.
- (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 this 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, watermain, 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.
THE ENGINEER

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.

21.
SHOP
DRAWINGS

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.

22.
OWNERSHIP
OF DOCUMENTS

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.

23.
LIABILITY

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.

20. 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.

**20.
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.

21. (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.

**21.
VALUATION**

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

**22.
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.

23. (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."

**23.
ACCEPTANCE
CERTIFICATE**

24. 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.

**24.
SUBSTANTIAL
COMPLETION
AND HOLDBACK
RELEASE**

25. 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.

**25.
PAYMENTS**

26. 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.

**26.
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:

PROJECT SPECIFICATIONS

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 structural plate culverts themselves, and equipment necessary for the construction of Roland Road Culvert including related roadwork in the Town of Pelham.

B. Limits of Site

1. The limits of the site are:

- (A) The road or street allowances on which work is to be performed.
- (B) Such additional land as shown on the contract drawings.
- (C) Such additional land designated as easements shown on the contract drawings.
- (D) Such areas of private property on which the Contractor has obtained permission, 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, time-keeper, 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.

D. Setting Out of the Work

1. 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

1. The Contractor shall within two 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

1. 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. Materials supplied by Owner

1. Certain material will be supplied by the Owner. The Owner will endeavour to have the items available for use when required, but failure to do so shall not entitle the Contractor to any compensation for delay other than extension to the time of completion, which shall be determined by the Engineer.

2. The Contractor shall take delivery where directed and shall load, haul, unload and assume full responsibility for the handling, storage and protection of such material until it has been placed in the work and tested satisfactorily.
3. The Contractor shall examine all material supplied by the Owner for loss or damage in transit, prior to accepting delivery, and shall notify the Owner of any loss or damage. The Owner will be responsible for material so identified. By failing to comply with the requirements of this clause, the Contractor shall be responsible for all repairs to or replacement of material provided by the Owner.

C. Canadian Materials

1. 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

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

B. Traffic

1. The Contractor may close the roadway on Roland Road within the limits of the contract to permit demolition of existing structures, installation of 30-inch diameter culvert, and necessary road reconstruction.
2. Traffic control on streets shall be performed in accordance with the rules of the appropriate road authority.
3. 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.

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. Municipal Inspectors

1. Municipal Inspectors may be present during the construction of the work. They have the power to order the contractor to stop work if the work, in their opinion, is not being done in accordance with the set lines and grades or to the drawings and specifications.

Unless otherwise specified, the cost of Municipal Inspectors will not be charged to the Contractor.

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

G. Other Construction

1. Other construction may be proceeding at the same time as the work of this contract. Cooperation and free access shall be extended to all other companies and employees who may be working in the area.

H. Adjacent Structures and Utilities

1. Temporary and permanent support and temporary relocation and replacement of underground or overhead utilities shall be performed as part of the contract and as detailed in the General Conditions.
2. Permanent relocation of underground or overhead utilities will be carried out by others, if necessitated by coincidence of lines or grades, or both.

I. Utility Pole Lines (MTC SP. 7011)

1. The attention of the Contractor is drawn to the presence of utility pole lines on this contract. Where not provided elsewhere in the contract, information on the removal or relocation of the pole lines, restriction of blasting operations, etc., may be obtained from the Engineer or from the utility firm concerned.

J. Underground Utilities (MTC SP. 7012)

1. The location and depth of underground utilities shown on the contract drawings are based on the investigations made by the Engineer. It is, however, the Contractor's responsibility to contact the municipal authorities or utility companies for further information in regard to the exact location of these utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

SECTION 02600

SITE CLEARING, EXCAVATION AND ROADWORK

02600.01 GENERAL

A. Description

This section is to be read in conjunction with M.T.C. Standard Specifications.

B. Basis of Payment

1. Payment shall be made as per the unit rates and lump sum prices in the Form of Tender.
2. The cost of compaction shall be included in the appropriate rates and prices.
3. The cost of dewatering shall be included in lump sum price for excavation.
4. The corrugated metal culverts will be delivered and erected on a dry bed prepared by the Contractor.
5. The cost of stock-piling and spreading topsoil will be included in the lump sum price for clearing and grubbing.
6. The cost of removing and disposing of debris from the existing structures shall be included in the cost of demolition.

02600.02 PRODUCTS

1. All Granular 'B' and 'A' materials shall conform to M.T.C. Form 314.
2. 5/8" traffic binder shall be of quarried crushed stone conforming to M.T.C. Granular 'A' requirements.

A. Clearing and Grubbing

1. All topsoil in areas to be filled for road construction shall be removed.
2. The Contractor shall stockpile all topsoil in a location adjacent to the site designated by the Engineer

B. Excavation

1. The Contractor shall excavate to the line and grades shown on the contract drawings. Any over-excavation shall be replaced with compacted material in a method approved by the Engineer.
2. Excavated material suitable for road sub-base will be placed in 6-inch layers compacted to 95 percent Standard Proctor Density.
3. Excavated material unsuitable for road sub-base will be placed on private property adjacent to the site in locations designated by the Engineer.
4. The excavation will be kept dry.

C. Demolition and Removal of Existing Culverts

1. The existing concrete culvert shall be demolished as designated on the drawings. All resulting debris shall be removed from the right-of-way.

D. Culvert Construction

1. Backfill for the culverts shall be placed simultaneously around the culverts in 6-inch layers compacted to 95 percent Standard Proctor Density.

E. Roadwork

1. Prior to placing granular base, the existing granular road shall be scarified.
2. Procedures for placing granular material shall conform to M.T.C. Form 314.

3. All granular material shall be compacted to 95 percent Standard Proctor Density.

F. Cleanup and Restoration

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