

THE CORPORATION OF THE
TOWN OF PELHAM

BY-LAW #384 (1976)

Being a by-law to authorize the Mayor and Clerk to execute an agreement with Greene Equipment Rental Limited for the construction of the Maple Street Culvert.

WHEREAS Council deems it desirable to enter into an agreement with Greene Equipment Rental Limited for the construction of the Maple Street Culvert;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

(1) THAT the agreement attached hereto and made part of this by-law be and the same is hereby approved.

(2) THAT the Mayor and Clerk be and each of them is hereby authorized and instructed on behalf of the Corporation of the Town of Pelham to execute the said agreement and the Clerk is hereby authorized to affix the Corporate Seal theretoon.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
27th. DAY OF September, 1976 A.D.


MAYOR


CLERK

CONTRACT DOCUMENTS

MAPLE STREET
CULVERT CONSTRUCTION

TOWN OF PELHAM

Proj. E0 76148

August, 1976

PROCTOR AND REDFERN LIMITED
Consulting Engineers and Planners
110 James Street
St. Catharines, Ontario
L2R 7E8

:PCM
/1h

LIST OF CONTRACT DOCUMENTS

The following shall form the Contract Documents:

Addenda Numbered List of Contract Documents and Drawings Tendering Information Form of Tender Agreement Bid Bond (CCA Doc. No. (S)20) List of Sub-Contractors (CD-3) Tenderer's Experience in Similar Work (CD-4) Tenderer's Senior Staff (CD-5) Tenderer's Plant (CD-6) Supplementary Conditions General Conditions of Contract (CD-1) Project Specifications Section 01010 - General Section 02600 - Site Clearing, Excavation And Roadwork	to	Number Of	
		Paper Colour	Pages
		Green	1
		Pink	3
		Blue	5
		Yellow	1
		White	1
		White	1
		White	1
		White	1
		White	1
		White	2
		Blue	8
		White	3
		White	2

LIST OF DRAWINGS

B-76148-P1 - 1976 Road Reconstruction Maple Street Culvert #0006

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 - Friday, August 13, 1976.

- 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 materials to be incorporated into the work, except for ready-mix concrete, and hot and cold asphaltic mix.

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 hot and cold asphaltic mix, so that the Owner may apply for refund of Taxes.

TI.05 Federal Sales Tax

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

The Contractor shall 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 on submission of evidence that the taxed items were part of a project under control of a municipality. 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

TI.07 Tender Deposit

- A. Every tender shall be accompanied by a Bid Bond or certified cheque payable to the Town of Pelham in an amount equal to \$1,000.00.

C.C.A. Document (S)20 shall be used for the Bid Bond.

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

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 or enforcement of the Bid Bond.

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

The Bid Bond of the successful tenderer will be returned with the first progress certificate.

TI.08 Agreement To Bond

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

TI.09 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 - Greene Equip. Rental Limited

ADDRESS - 297 Linwell Road,
St. Catharines, Ontario

DATE - August 13th, 1976

2. To - 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 to the satisfaction of the Engineer for the total tender price of

TEN THOUSAND, NINE HUNDRED AND NINETY-ONE - - - -

- - - - - Dollars (\$10,991.00)

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.

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Page 1

3.
 - (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. 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 to 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 two 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 PRICE
1.	Clearing and grubbing.	Lump Sum		\$	400.00
2.	Demolition and disposal of existing concrete box culvert.	Lump Sum		\$	1,160.00
3.	Excavation and placing of new culverts including rock removal.	Lump Sum		\$	2,470.00
4.	Supply and place granular 'B' backfill for culverts and road sub-base.	Ton	350	\$ 4.90	\$ 1,715.00
5.	Supply and place granular 'A' on roadway.	Ton	135	\$	\$ 605.00
6.	Grade - all rental.	Hour	5	\$	\$
7.	Supply and place grouted rip rap.	Sq. Yds.	110	\$ 7.10	\$ 1,860.00
8.	Channel improvements.	Lump Sum		\$	\$
9.	Contingency allowance.	Lump Sum		\$	2,000.00
TOTAL CONTRACT VALUE					\$ 10,991.00

FT.08 TABLE OF ADDITIONAL QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	UNIT COST
1.	Dragline Rental.	Hour	\$ 55.00
2.	Supply and Place Field Sod.	Sq. Yd.	\$ 1.75
3.	Supply and Erect Farm Fence.	100 Ft.	\$ 143.00

OFFERED ON BEHALF
OF THE CONTRACTOR

SIGNATURE

Walter R. Greene

SIGNATURE

Greene Equipment Rentals Ltd.

COMPANY NAME

297 Linwell Road, St. Catharines, Ont.

ADDRESS

Sept 13, 1976

DATE

CONTRACTOR'S SEAL

B. Seelye
WITNESS

AGREEMENT

This Agreement made in triplicate this _____ day of _____ 1976
between _____

Green Equipment Rental Ltd. hereinafter called 'The Contractor',
and

The Town of Pelham hereinafter called 'The Owner'.

WITNESSETH, that the Contractor agrees with the Owner to perform all the work in accordance with the contract documents referred to in the tender of the Contractor dated the 13th day of August 1976 (which shall be deemed to form part of the Contract) to the satisfaction of the Engineer for the total contract price of \$10,991.00 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 Town of Pelham

Officers _____

Robert J. Gault
Mayor

Date Sept 27 1976

Seal

EXECUTION BY CONTRACTOR -

Company Name Greene Equipment Rental Ltd.

Signatures _____

Walter R. Greene

Witness _____

B. J. Lodge

Date _____

Sept 13, 1976

Seal

KNOW ALL MEN BY THESE PRESENTS THAT

as Principal,

hereinafter called the Principal, and

as Surety,

hereinafter called the Surety, are held and firmly bound unto

as Obligee,

hereinafter called the Obligee, in the amount of

Dollars

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

WHEREAS, the Principal has submitted a written tender to the Obligee, dated the 19 , for

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have the tender accepted within sixty (60) days from the closing date of tender and the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of six months from the date 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, this day of 19 .

LIST OF SUB-CONTRACTORS

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

Proctor & Redfern Limited
Consulting Engineers
June 11th, 1975
AS:hs

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	VALUE
1975	Murray Canal Rip Rap Canal Bank	Ontario Construction	\$17,500.00

Proctor & Redfern Limited
Consulting Engineers
June 11th, 1975
AS:hs

TENDERER'S SENIOR STAFF

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE

Proctor & Redfern Limited
Consulting Engineers
June 11th, 1975
AS:hs

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

PLANT UNDER TENDERER'S CONTROL:

977 Cat Track Loader
D6 Dozer
225 Cat Backhoe 1-3/8 yard
Tandems
D3 6-way Blade
Cat Grader
Drag Line (if needed)

PLANT TO BE RENTED:

PLANT TO BE PURCHASED:

Proctor & Redfern Limited
Consulting Engineers
June 11th, 1975
AS:hs

SUPPLEMENTARY CONDITIONS

- SC.01 Guarantee Period
- A. The guarantee period for the Contract shall be twelve months, unless an extended guarantee period is called for in any specific section.
- 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 'DIC' 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.
- SC.03 Insurance
- A. Claims
1. 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.
2. 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.
3. 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.
- B. Limits
1. Liability Insurance
- (A) Amend clause (C) of Article 24 Liability Insurance of the general conditions to read as follows -
- (C) have a limit of not less than \$1,000,000.00 inclusive per occurrence.
2. Automobile Insurance
- (A) Amend the second sentence of Article 25 Automobile Insurance of the general conditions to read as follows -
- Such insurance shall have limits of not less than \$1,000,000.00 inclusive.
- C. Certificate
1. As required by Article 29 - insurance policies and certificate of the general conditions, evidence of insurance shall be shown on the certificate of insurance (Form CD-23) bound herein.
- D. Damage Insurance
1. Notwithstanding the provisions of Clause 28 of the general conditions, no 'damage insurance' will be required on this Contract.

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, ONT. M4P 1H3

GENERAL CONDITIONS OF THE CONTRACT

- 1. DEFINITIONS**

1. Wherever used in these General Conditions, contract documents, drawings, or any other document forming part of the Contract:

 - (a) the word "CONTRACT" means: the Contract to do the work, the Bonds or Securities, the Addenda (if any), the Specifications, the General and Special Conditions, the Tendering Information, the List of Contract Documents, the Drawings, and all other documents referred to or connected with the agreement.
 - (b) the word "OWNER" means the person or corporation accepting the Tender.
 - (c) the word "CONTRACTOR" means the person or corporation to whom the Contract for the work has been awarded.
 - (d) the word "SUBCONTRACTOR" means the person or corporation having a contract with the Contractor (or with another subcontractor) for the execution of a part or parts of the work included in the Contract, or for the supplying of material for the Contract and worked to a special design according to the plans and specifications.
 - (e) the word "ENGINEER" means PROCTOR & REDFERN or PROCTOR & REDFERN LIMITED, Consulting Engineers, and their duly authorized agents.
 - (f) the word "WORK" means all labour, materials and other things required to be done, that are shown, described or implied in the contract documents, and includes all extra and additional work and material that may be ordered by the Engineer.
- 2. DOCUMENTS**
 - (a) The Contract documents shall be signed and sealed, in triplicate, by the Owner and the Contractor.
 - (b) The Contract documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all plant, labour and materials (except as specifically excepted) necessary for the complete and proper execution of the work.
 - (c) Plans and specifications shall be read and interpreted together. Work and materials not specifically described, but obviously necessary for the satisfactory completion of the work for the purpose intended shall be supplied and performed by the Contractor as though it had been described and shown in the plans and specifications.
 - (d) Reference to published standard specifications shall be to the edition current at the time of the signing of the Contract documents.
- 3. SUB-CONTRACTORS**
 - (a) Without the written approval of the Engineer, the Contractor shall not change the subcontractors named in the Contract.
 - (b) The Contractor shall be held as fully responsible to the Owner for the acts and omissions of his subcontractors (and of persons directly and indirectly employed by them) as for the acts and omissions of persons directly employed by the Contractor.
 - (c) The Contractor shall bind every subcontractor to the terms of the Contract documents, as far as applicable to the subcontractor's work.
 - (d) Nothing in the Contract documents shall create any contractual relation between any subcontractor and the Owner.
 - (e) Any division of the specifications into sections or subsections shall be only for clarity of reading and reference, and shall not be taken to be a division into trades, sub-trades or sections of work of any kind.
- 4. NOTICES**
 - (a) Any notice or communication to the Contractor shall be deemed to be legally well and sufficiently given and served, if:
 - (i) handed to the Contractor or any of his clerks or agents, or
 - (ii) posted or sent to the address given in the Tender, or,
 - (iii) posted or sent to the Contractor's domicile or usual place of business, or
 - (iv) posted or sent to the place where the work is, or is to be, carried on, or
 - (v) posted to or left at his last known address.

- (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. PROSECUTION OF THE WORK

- (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. OPERATIONAL RISKS

- (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. WORKMANSHIP AND MATERIALS

- (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.

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 coordinating 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.

30. HOURS OF WORK

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

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

31. VALUATION

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.

32. PROGRESS CERTIFICATES

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

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

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

33. ACCEPTANCE CERTIFICATE

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."

34. SUBSTANTIAL COMPLETION AND HOLDBACK RELEASE

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.

35. PAYMENTS

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.

36. FINAL PAYMENT CERTIFICATE

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.

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:

PROCTOR & REDFERN LIMITED
Consulting Engineers

July, 1970

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:

PROCTOR & REDFERN LIMITED
Consulting Engineers

July, 1970

SECTION 01010 - GENERAL

PART 1 GENERAL

Part 1.01 Description Of Work

1. This Contract is for the construction of the following works in the Town of Pelham, Ontario.

A. The installation of multiplate pipe culverts on Maple Street including -

(i) Clearing and grubbing.

(ii) Demolition of existing structure.

(iii) Excavation and removal of material.

(iv) Supply and placing of road sub-base material, Granular 'A', Granular 'B' backfill.

(v) Channel improvements.

Part 1.02 Limits Of Site

A. The limits of the site are -

1. The road or street allowances on which work is to be performed.

2. Such additional land as shown on the Contract drawings.

3. 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.

Part 1.03 Local Labour

A. Give preference to the hiring of local labour. Maintain the labour force to at least 50 percent local labour, provided the labour is available locally and is physically fit and properly qualified by training and experience to meet the Contractor's requirements.

B. Do not apply the foregoing to superintendent, timekeeper, foreman, machine operators nor until ten days after the Contractor has actually commenced operations.

C. At all times have labour rolls available for examination by the Engineer in order that he may determine the domicile of any or all of the Contractor's employees. Give assistance that may be necessary for such purpose.

Part 1.04 Setting Out Of The Work

A. The Engineer will set such stakes as are necessary to mark the location, alignment, elevation and grade of the work. Give adequate notice of the need for such setting out.

Carefully protect and preserve all stakes, lot pins, marks and reference points and replace if destroyed or removed.

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 suspend work temporarily to permit the Engineer to inspect and check the line and grade of any portion of the work.



Royal Insurance

CERTIFICATE OF INSURANCE

HEAD OFFICE - CANADA
40 SCOTT STREET
TORONTO, ONTARIO
M5E 1L5

DATE: SEPTEMBER 14, 1976

INSURER: ROYAL INSURANCE COMPANY OF CANADA

BRANCH ADDRESS: HAMILTON, ONTARIO

This is to Certify to:

TOWN OF PELHAM AND
PROCTOR & REDFERN LIMITED
110 JAMES STREET
ST. CATHARINES, ONTARIO

that Policies of insurance as herein described have been
issued to the Insured named below and are in force at
this date.

Fold

INSURED- NAME:
ADDRESS:

GREENE EQUIPMENT RENTAL LIMITED
297 LINWELL ROAD, ST. CATHARINES, ONTARIO

LOCATION AND OPERATIONS TO WHICH THIS
CERTIFICATE APPLIES:

PROJECT #EO76148
MAPLE STREET CULVERT CONSTRUCTION
TOWN OF PELHAM, ONTARIO

This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability upon the Insurer.

KIND OF POLICY	POLICY NUMBER	EXPIRY DATE			LIMITS OF LIABILITY			
		BODILY INJURY			PROPERTY DAMAGE			
D	M	Y	EACH PERSON	EACH OCCURRENCE	AGGREGATE	EACH ACCIDENT	AGGREGATE	
PUBLIC LIABILITY (Except Automobile) Protective } included ☒ including } Excluded ☐ Cross Liability and/or } included ☒ Completed } Excluded ☐ Operations	* IMO574127	1	9	77	\$1,000,000 inclusive	\$1,000,000 inclusive		
Contingent EMPLOYERS' LIABILITY	IMO574127	1	9	77	\$1,000,000 inclusive	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE
AUTOMOBILE LIABILITY* All owned vehicles ☒ All hired vehicles ☐ Standard, Non-Owned Policy ☒ Specific vehicles only ☐ ☐ ☐	8997729	1	9	77	\$1,000,000 inclusive	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE

* ABSENCE OF AN ENTRY IN THESE SPACES MEANS THAT INSURANCE IS NOT IN FORCE IN RESPECT OF THE COVERAGES OPPOSITE THERETO.
THE INSURANCE AFFORDED IS SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE APPLICABLE POLICY.

KERNAN & GLAVES INSURANCE LTD.

PER

Form 8259 (Rev. 74)

B.W. WEDGE
Authorized Representative

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