

THE CORPORATION OF THE

T O W N O F P E L H A M

BY-LAW #388 (1976)

Being a by-law to authorize the Mayor and Clerk to execute an agreement with D. L. Stephens Contracting Limited for the construction of the sidewalks on Haist Road South and Canboro Road.

WHEREAS Council deems it desirable to enter into an agreement with D. L. Stephens Contracting Limited (Niagara) for the construction of sidewalks on Haist Road and on Canboro Road;

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 thereto.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
12th. DAY OF October, 1976 A.D.

June 14/76 Am
MAYOR

B-2 S
CLERK

UNITED STATES FIDELITY AND GUARANTY COMPANY
TORONTO MONTREAL

Name and Address To Whom Issued

Town of Pelham

CERTIFICATE
OF
INSURANCE

This is to certify that the policies listed below, subject to their terms, conditions and exclusions, have been issued by this Company to the Insured named below:

Named Insured and Address

D. L. Stephens Contracting Niagara Limited
Box 1116
St. Catharines, Ontario

Type of Insurance	Policy Number	Policy Term	Limits of Liability		
			Bodily Injury	Statutory	Property Damage
Workmen's Compensation					
Employers' Liability			\$,000	Each Person	
			\$,000	Each Accident	
Comprehensive General Liability	MLP 7655	May 31/76 to May 31/77	\$	Medical—Each Person	
			\$,000	Each Person	
			\$,000	Each Accident	
				Aggregate Operations	\$,000
				Aggregate Protective	\$,000
			\$,000	Aggregate Products	\$,000
Automobile Liability	CA115244	Nov. 30/75 to Nov. 30/76	\$ 1,000,000	Aggregate Contractual	\$,000
				Inclusive Limit	
Non-Owned Automobile Liability	AN21815	Nov. 30/75 to Nov. 30/76		Products (Including Completed Operations) — Covered ☐ Not Covered ☐	
			\$,000	Each Person	
Liability			\$,000	Each Accident	\$,000
			\$ 1,000	Inclusive Limit	
			\$,000	Each Person	
			\$,000	Each Accident	\$,000
			\$ 1,000	Inclusive Limit	
			\$,000	Each Person	\$,000
			\$,000	Each Accident	\$,000
			\$,000	Aggregate	\$,000
			\$,000	Inclusive Limit	
			\$,000	Inclusive Limit	

Description and location of operations and automobiles covered:

Re: Construction of Sidewalks on Highway 20 and Haist Street, Pelham, Ontario

It is understood and agreed that the Town of Pelham and Proctor and Redfern Limited are added as additional named insureds under these policies, but only with respect to operations performed by or on behalf of D. L. Stephens Contracting Niagara Limited, with respect to the above noted contract.

UNITED STATES FIDELITY AND GUARANTY COMPANY will make every effort to notify the holder of this Certificate of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so

Date October 12, 1976.

By

M. W. Edge
GEORGE INSURANCE AGENCIES LTD

2 Bloor Street East
Toronto, Ontario
M4W 3C 4
Telephone (416) 965- 8666

The Workmen's Compensation Board

TO Regional Municipality of Niagara



October 7, 1976

REGARDING FIRM #210866

D.L. Stephens Construction Niagara Ltd
P.O. Box 1116
St. Catharines, Ontario

GENTLEMEN:

THE ABOVE MENTIONED FIRM HAS COMPLIED WITH THE REQUIREMENTS OF THE
WORKMEN'S COMPENSATION ACT, AND IS IN GOOD STANDING AS OF THIS DATE.

UNDER SECTION 9 OF THE ACT, THE PRINCIPAL IS LIABLE TO PAY ANY ASSESSMENT
RELATING TO THE WORK PERFORMED FOR HIM BY A CONTRACTOR WHO IS LIABLE, AND DOES
NOT PAY. FOR HIS OWN PROTECTION, THE PRINCIPAL SHOULD THEREFORE REQUIRE THE
CONTRACTOR TO PRODUCE EVIDENCE THAT HE IS IN GOOD STANDING WITH THE BOARD
BEFORE FINAL SETTLEMENT IS MADE.

YOURS VERY TRULY,

A handwritten signature in cursive script, appearing to read "L. Ashmead".

L. ASHMEAD
SPECIALIST
COLLECTION SERVICES
ACCOUNTING BRANCH

CONTRACT DOCUMENTS

CONSTRUCTION OF CONCRETE SIDEWALKS
ON HIGHWAY NO. 20 AND HAIST STREET
IN THE TOWN OF PELHAM, ONTARIO

Project E.O. 76274 September 1976

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

PCM
:tp

CONTRACT DOCUMENTS

The following shall form the Contract Documents:

<u>Addenda</u>	<u>Nil</u>	<u>to</u>	<u>Nil</u>	<u>Paper</u> <u>Colour</u>	<u>Number</u> <u>of Pages</u>
				Green	
List of Contract Documents				Pink	1
Tendering Information				Blue	3
Form of Tender				Yellow	3
Agreement				White	1
General Conditions of Contract (CD-1)				Blue	7
Project Specifications					
Section 01010 - General				White	2

LIST OF DRAWINGS AND STANDARDS

B-76274-P1	Haist Street Sidewalk Construction, Sta. 0+12 to Sta. 7+22
B-76274-P2	Haist Street Sidewalk Construction, Sta. 7+22 to Sta. 19+15
B-76274-P3	Haist Street Sidewalk Construction, Sta. 19+15 to Sta. 28+88
B-76274-G1	Sidewalk Reconstruction, Highway No. 20
R-4	Concrete Sidewalk

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.
LOS 1E0

Up to 11:30 a.m. Local Time - Friday, October 8th, 1976.

- B. The tenders will be opened publicly as soon after 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 in in doubt as to their meaning, he shall notify the Engineer, who may issue a written addendum. Neither the Owner nor the Engineer will make oral interpretations of the meaning of the Contract Documents.

- B. Addenda issued during the tendering period shall be allowed for by the tenderer.

TI.03 EXAMINATION OF SITE

- A. The tenderer shall visit the site of the work before submitting his tender and shall, by personal examination, satisfy himself as to the local conditions that may be encountered during construction of the work. He shall make his own estimate of the facilities and difficulties that may be encountered and the nature of the subsurface materials and conditions.

- B. He shall not claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

TI.04 TENDER DEPOSIT

- A. The tender shall be accompanied by a certified cheque of bid bond payable to the Owner in the amount of \$1,500.00.

Tender deposits of unsuccessful tenderers will be returned not later than two weeks following the Contract Award.

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

TI.05 ACCEPTANCE OF TENDERS

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

TI.06 GUARANTEE

- A. The Contractor shall guarantee that the material and work shall, for a period of twelve (12) months from the Acceptance Date, remain in such condition as will meet with the Engineer's approval, and that he will make good in a permanent manner, satisfactory to the Engineer, any imperfections due to materials or workmanship used in the construction, and any damage caused by such imperfections. The decision of the Engineer shall be final as to the nature and cause of such imperfections and the necessity for remedying them.

Should the Contractor fail to comply with the directions of the Engineer, the Engineer may, after giving the Contractor forty-eight (48) hours written notice, perform the necessary work, and the cost may be deducted or collected by the Owner as provided in the Contract.

- B. Notwithstanding the provisions of Subsection A. of this clause the Engineer may, in cases of danger or public safety, make such immediate arrangements for repair as he sees fit, and the Engineer will inform the Contractor of such action. The cost of such emergency work shall be borne by the Contractor.

- C. If the Engineer notifies the Contractor, in writing, of imperfections prior to the termination of the guarantee period, the Contractor shall make good the imperfections as required in Subsection A. above, notwithstanding that such work of making good may commence after or extend beyond the end of the guarantee period.

TI.07 INSURANCE

- A. The Contractor shall insure and maintain insurance against liability for bodily injury and property damage that may arise with respect to the work being performed under the Contract, such insurance shall:

1. Be in the joint names of the Owner, the Contractor, the Sub-Contractors, and the Engineer, and

2. Include the coverage for:

- (A) Contractual liability, and
- (B) Cross liability, and
- (C) Contingency employer's liability, and
- (D) Completed operations liability, and
- (E) Non-owned automobile liability, and

3. Have an inclusive limit at least equal to \$500,000.00 unless otherwise specified, and

4. Remain in force until the issue by the Engineer of the final payment certificate, except that completed operations liability shall remain in force for the duration of the guarantee period.

TI.08 AUTOMOBILE INSURANCE

- A. The Contractor shall insure and maintain insurance against liability for bodily injury and property damage caused by automobiles owned by the Contractor and used on the work. Such insurance shall have an inclusive limit at least equal to \$500,000.00. An automobile shall be as defined in the Highway Traffic Act.

TI.09 INSURANCE POLICIES

- A. When the successful tenderer is notified that his tender has been accepted, he shall deposit with the Owner either copies of liability and automobile insurances, or insurance certificates.
- B. Insurance policies shall stay in force and not be amended, cancelled or allowed to lapse without thirty (30) days' prior notice.
- C. The Contractor shall deposit certificates with the Owner indicating that the Contractor has paid assessments under the Workmen's Compensation Act.

TI.10 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 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.

TI.11 PAYMENTS

- A. As well as monies held back as required by Provincial Statutes, the Owner will retain 5 percent of the value of the work done for a period of one year from the Acceptance Date.
- B. Notwithstanding Sections 31 and 32 of the General Conditions, no progress certificates will be issued.

FORM OF TENDER

FT.01 TENDER PRICE

A. Offer by - NAME - D.L. Stephens Contracting (Niagara) Limited

ADDRESS - 112 Dunkirk Road, P.O. Box 1116, St. Catharines, Ontario

DATE - October 8th, 1976

B. To The Corporation of the Town of Pelham.

1. 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, Six Hundred and Sixty

- - - - - 50/100

Dollars (\$ 22,660.50)

FT.02 CONTINGENCIES AND ALLOWANCES

- A. We agree that the tender price includes the contingency sum of \$1,500.00 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.

- B. The Owner reserves the right to decrease the quantities shown in the Form of Tender.

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 the Ministry of Transportation and Communications 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 Nil to Nil 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 (6) six weeks from the date of issue of the written order to start work.

FT.07 SCHEDULE OF TENDER PRICES

A. This Schedule is referred to in Clause FT.03 above.

Item No.	Description	Unit	Quantity	Unit Price	T O T A L
1.	Remove existing sidewalk on Highway No. 20			Lump Sum	\$
2.	Construct 42-inch by 4-inch thick, 4,000 p.s.i., concrete sidewalk including expansion joints, as shown on Town of Pelham Standard Dwg. R-4	Sq.Ft.	10,200	\$ 1.48	\$ 15,096.00
		Sub-Total Forward			\$ 15,096.00

Item No.	Description	Unit	Quantity	Unit Price	TOTAL
Sub-Total Forward					\$ 15,096.00
3.	Construct 42-inch by 6-inch thick, 4,000 p.s.i., concrete sidewalk as indicated on Dwg. B-76274-P4 and as shown on Town of Pelham Standard Dwg. R-4	Sq.Ft.	505	\$ 2.50	\$ 1,262.50
4.	Supply and place H.L. 3A (3 inches thick) to blend into existing asphalt driveways and boulevards	Sq.Yd.	60	\$ 5.00	\$ 300.00
5.	Supply and place granular 'A' 6 inches thick (compacted to 95% Standard Proctor Density) under concrete sidewalk, asphalt boulevards and to blend existing gravel driveways	Tons	445	\$ 6.00	\$ 2,670.00
6.	Supply, place and fertilize No. 1 grade nursery sod	Sq.Yd.	1,145	\$ 1.60	\$ 1,832.00
7.	Contingency Allowance		Lump Sum	\$ 1,500.00	
Total Contract Price					\$ 22,660.50

OFFERED ON BEHALF
OF THE CONTRACTOR

[Signature]
Signature

Contractor's Seal
[Seal]
Witness

Signature
D.L. Stephens Contracting
(Niagara) Limited
Company Name
112 Dunkirk Road, P.O. Box 1116,
St. Catharines, Ontario
Address

Date
OCT - 8 1976

FT.08 TABLE OF ADDITIONAL UNIT PRICES

Item No.	Description	Unit	Unit Price
1.	Labour rate including all fringe benefits	Per Hour	\$ 7.80

Construction of Concrete Sidewalks
on Highway No. 20 and Haist Street
in the Town of Pelham, Ontario

AGREEMENT

This Agreement made in triplicate this _____ day of _____ 19____
between _____

D.L. Stephens Contracting (Niagara) Ltd. 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 8th day of October 1976 (which shall be deemed to form part of the Contract) to the satisfaction of the Engineer for the total contract price of \$22,660.50 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 _____

Date Nov 1, 1976

Seal

EXECUTION BY CONTRACTOR -

Company Name D.L. Stephens Contracting (Niagara) Limited

Signatures _____

Witness _____

Date OCT 15 1976

Seal

GENERAL CONDITIONS OF THE CONTRACT

SUBJECT INDEX

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

GENERAL CONDITIONS OF THE CONTRACT

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. (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. (a) Shop drawings will be examined only to check conformance with the design concept of the project and compliance with the Contract Documents.

21. SHOP DRAWINGS

- (b) Where the Engineer requires shop and setting drawings, the Contractor shall submit them in sufficient time to allow for examination by the Engineer and for any corrections that he may require to be made. The Contractor shall not commence work on items covered by shop drawings (where such drawings have been requested) before the Engineer's approval.

- (c) The Contractor shall make changes in shop and setting drawings as the Engineer requires consistent with the Contract and shall submit revised prints to the Engineer. When submitting shop and setting drawings, the Contractor shall notify the Engineer of every change made from the Contract Documents.

- (d) Approval of shop drawings by the Engineer shall not relieve the Contractor from compliance with requirements of the Contract Drawings and Specifications, nor relieve him of responsibility for errors made in the shop drawings.

- (e) The Contractor shall be responsible for confirming and correlating quantities and dimensions; selecting fabrication processes and techniques of construction; and coordinating the work of all trades.

22. All Contract documents, including all drawings, specifications, models and similar items supplied by the Engineer are his property. Such documents are not to be used on other work and, with the exception of the signed Contract documents, shall be returned by the Contractor to the Engineer on the completion of the work.

22. OWNERSHIP OF DOCUMENTS

23. The Contractor shall assume the defence of and shall indemnify and save harmless the Owner from all claims:

23. LIABILITY

- (a) resulting from the prosecution of the work, or
- (b) resulting from any of the Contractor's operations, or
- (c) caused by reason of the existence, location or condition of the work, or
- (d) caused by reason of any material, plant or labour used in the work, or
- (e) arising from any act of commission or omission on the part of the Contractor, or
- (f) relating to inventions, copyrights, trademarks, patents (and rights to them) used in doing the work, or in the use and operation of work on completion, unless otherwise specified.

30. The Engineer may prohibit the Contractor from carrying on operations during any hour or hours of the day in which the Engineer, in his judgment, deems such operations to be a disturbance or nuisance to the public.
- Such prohibition may be made notwithstanding any prior consent, order, agreement or requirement in the Contract that stipulates maximum or minimum hours of work.
31. (a) At monthly intervals, the Contractor and the Engineer shall make a valuation of the work constructed and material supplied under the Contract. Should the Engineer wish to measure any of the work or material, the Contractor shall assist in such measurements and furnish all particulars required.
- (b) The monthly valuations described in subsection (a) above shall not bind the Owner, the Contractor or the Engineer to any final valuation of the work to be done under the Contract, but shall be construed as approximations only for the purpose of Progress Certificates.
- (c) The final valuation of the work shall be prepared as soon as possible after the whole of the works has been completed.
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. (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. 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. 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. 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.

30.
HOURS
OF WORK31.
VALUATION32.
PROGRESS
CERTIFICATES33.
ACCEPTANCE
CERTIFICATE34.
SUBSTANTIAL
COMPLETION
AND HOLDBACK
RELEASE35.
PAYMENTS36.
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:

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