

**CONTRACT DOCUMENTS**

**1977 SIDEWALK RECONSTRUCTION**

**TOWN OF PELHAM**

**EO 77279**

**October 1977**

**THE PROCTOR AND REDFERN GROUP**  
**Consulting Engineers and Planners**  
**110 James Street**  
**St. Catharines, Ontario**  
**L2R 7E9**

### LIST OF CONTRACT DOCUMENTS

The following shall form the Contract Documents:

	<u>Paper Colour</u>	<u>No. of Pages</u>
List of Contract Documents and Drawings	Pink	1
Tendering Information	Blue	3
Form of Tender	Yellow	3
Agreement	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
General Conditions of the Contract (CD-1)	Blue	7
Project Specifications		
Section 01010 - General	White	1

### LIST OF DRAWINGS

B-77279-G1      Sidewalk Reconstruction Highway No. 20

### LIST OF STANDARD DRAWINGS (bound herein)

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 12:00 Noon Local Time -- Tuesday, October 18th, 1977

- B. The tenders will be opened 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 is in doubt as to their meaning, he shall notify the Engineer, who may issue a written addendum. Neither the Owner nor the Engineer will make oral interpretations of the meaning of the Contract Documents.
- B. Addenda issued during the tendering period shall be allowed for by the tenderer.

### TI.03 EXAMINATION OF SITE

- A. The tenderer shall visit the site of the work before submitting his tender and shall, by personal examination, satisfy himself as to the local conditions that may be encountered during construction of the work. He shall make his own estimate of the facilities and difficulties that may be encountered and the nature of the subsurface materials and conditions.
- B. He shall not claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

### TI.04 TENDER DEPOSIT

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

#### TI.12 BONDING

- A. Notwithstanding the provisions of the General Conditions, no bonding will be required on this contract.

FORM OF TENDER

FT.01 TENDER PRICE

- A. Offer by - NAME - K. Lachnitt Construction  
- ADDRESS - 660 Buffalo Road, Fort Erie, Ontario L2A 5T6  
- DATE - October 18th, 1977

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 - Four Thousand, Eight Hundred and Forty-Seven Dollars and Fifty Cents

Dollars (\$ 4,847.50)

FT.02 CONTINGENCIES AND ALLOWANCES

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

FT.04 ADDITIONS AND DEDUCTIONS (continued)

A. 3. (B) continued ....

- (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 of 15 percent of the totals from Subsection (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 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 3 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.	Construct 48-inch by 4-inch thick, 4000 p.s.i. concrete sidewalk, including expansion joints, as shown on Town of Pelham Standard drawing R-4, including removal of existing sidewalk	Sq.Ft.	1,575	\$ 1.50	\$ 2,362.50
2.	Replace existing broken sidewalk on Stella Street where directed by Engineer	Sq.Ft.	560	\$ 1.60	\$ 896.00
3.	Supply and place HL-3A, 3 inches thick to asphalt boulevard as shown on Drawing B-77279-G1 including removal of existing asphalt boulevard	Sq.Yd.	115	\$ 5.40	\$ 621.00
4.	Supply and place Granular 'A' (compacted to 95% Standard Proctor Density) under concrete sidewalk, asphalt boulevards and to blend into existing gravel driveways	Ton	95	\$ 4.65	\$ 441.75
Sub-Total Forward					\$ 4,321.25

Item No.	Description	Unit	Quantity	Unit Price	T O T A L
				FORWARD	\$ 4,321.25
5.	Supply, place and fertilize No. 1 Grade Nursery Sod	Sq.Yd.	15	\$ 1.75	\$ 26.25
6.	Contingency Allowance			Lump Sum	\$ 500.00
				Total Contract Price	\$ 4,847.50

Blano Lachin  
Signature

Signature

Address

Date \_\_\_\_\_

THE ROYAL BANK OF CANADA  
RIDGEWAY, ONT

~~RIDGEWAY, ONT~~

**Witness**

**MANAGER**

Item No.	Description	Unit	Unit Price
1.	Labour rate including all payroll burden	Hour	\$



AGREEMENT

This Agreement made in triplicate this 20th day of Oct. 1977 between

K. Lachnitt Construction

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 18th day of Oct. 1977 (which shall be deemed to form part of the Contract) to the satisfaction of the Engineer for the total contract price of \$ 4,847.50 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

*J. D. Wilson*

Date OCTOBER 31, 1977

Seal

EXECUTION BY CONTRACTOR -

Company Name K. Lachnitt Construction

Signatures

*Blair Lachnitt*  
**THE ROYAL BANK OF CANADA**  
RIDGEWAY, ONT.

Witness

Date 24. OCT 1977

*Blair Lachnitt*  
MANAGER

Seal

LIST OF SUB-CONTRACTORS

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

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

## TENDERER'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	VALUE
1977	Curb	M.J. Storm	\$10,400
1977	Sidewalk	City of Welland	
1977	Curb	R.E. Law	
1977	Sidewalk	Group 2 Developments	

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

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. 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.

**1. DEFINITIONS**

2. (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.

**2. DOCUMENTS**

3. (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.

**3. SUB-CONTRACTORS**

4. (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.

**4. NOTICES**

- (b) If the work is closed, suspended or stopped for the winter (or for any other approved reason), the Contractor shall remove all material from streets, sidewalks, boulevards and other public property.
  - (c) The Contractor shall ensure that the charges of explosives used, and the time at which they are exploded, shall be such as not to cause suffering, inconvenience or injury to persons nor damage to property.
  - (d) Explosives shall be properly housed and protected, and no explosives that have deteriorated shall be used. Approved methods of handling and thawing frozen explosives shall be followed. In blasting operations, the Contractor shall exercise the greatest care at all times.
  - (e) The Contractor shall provide, erect and maintain all necessary barriers, fences and other proper protection, and shall provide and maintain watchmen and lights as may be necessary to ensure the safety of the public and others. Unless otherwise specified, the Contractor shall keep all streets and sidewalks open for use by the public, for such width as the Engineer may direct. The Contractor shall provide, erect and maintain a sufficient number of detour signs, and other proper notices, wherever the use of any street or sidewalk is dangerous due to the Contractor's operations.
  - (f) When work is carried on at night, the Contractor shall provide, erect and operate a sufficient number of lights to enable the work to be performed satisfactorily.
11. (a) The Contractor shall complete all the work in accordance with a schedule set down in co-operation with the Engineer at the time of the award of the Contract. Amendments to this schedule may be made by the Engineer, on application by the Contractor.
- (b) Should the Engineer be of the opinion that the quantity or quality of labour or plant supplied by the Contractor is not sufficient, or that the methods being employed are not such as will ensure that the work will be completed within the specified time, the Contractor shall forthwith improve the quality and increase the number of men employed, shall make revisions to the plant, and shall employ work methods satisfactory to the Engineer.
- (c) Should the Contractor leave the site of the work (either permanently or temporarily), he shall provide and leave a competent and reliable agent or superintendent in charge. Such person shall act in place of the Contractor.
12. (a) All damage, loss, expense and delay incurred or experienced by the Contractor in the prosecution of the work, by reason of unanticipated difficulties, bad weather, strikes, wars, acts of God, or other mischances, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.
- (b) The position of pole lines, conduits, watermains, sewers and other underground and overground utilities and structures is not necessarily shown on the Contract drawings, and, where shown, the accuracy of the position of such utilities and structures is not guaranteed. Before starting work, the Contractor shall inform himself of the exact location of all such utilities and structures, and shall assume all liability for damage to them. Unless otherwise specified, the Contractor shall support all such utilities and structures, or temporarily remove them, and restore them, to the satisfaction of the owners of the utilities and structures.
13. (a) All workmanship shall be first-class and material new and of best quality, all to the approval of the Engineer. The Contractor shall pay due regard to the neat and attractive appearance of the finished work.
- (b) If ordered by the Engineer, the Contractor shall make such openings in the work as are needed to re-examine the work, and shall forthwith make the work good again. Should the Engineer find the work so opened up to be faulty in any respect, the whole of the expense of opening, inspecting and making good shall be borne by the Contractor. Should the Engineer find the work opened up to be in an acceptable condition, such expense will be borne by the Owner.
- (c) The Contractor shall remove and make good all defective work and materials, and the entire cost of such removal and making good shall be borne by the Contractor.

**11.  
PROSECUTION  
OF THE WORK**

**12.  
OPERATIONAL  
RISKS**

**13.  
WORKMANSHIP  
AND  
MATERIALS**

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

20.  
THE ENGINEER

- (i) Discrepancies in the Contract documents, or
- (ii) Differences of opinion or misunderstanding that may arise as to the meaning of the Contract, or
- (iii) Omissions or misstatements in the Contract documents, or
- (iv) Quality, dimensions and sufficiency of plant, materials or work, or
- (v) The due and proper execution of the work, or
- (vi) The measurement, quantity or valuation of the work, including additional work and deductions, or
- (vii) Any other questions or matters arising out of the Contract.

The Engineer's decision as to any matter referred to in this clause shall be binding upon the parties concerned.

- (b) When the Engineer makes a decision under this clause, the Contractor shall immediately proceed with all work affected by the decision. Additions to or deductions from the Contract price shall be made only as provided for in the Contract, and no revisions to the completion time shall be made, unless approved by the Engineer.
- (c) The Engineer may at all reasonable times visit, enter and make inspections at any building, factory, workshop, work or site wherever materials are being prepared, made or treated, or where other work is being done in connection with the Contract. The Engineer may also take such samples as he may consider necessary.

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

21.  
SHOP  
DRAWINGS

- (b) Where the Engineer requires shop and setting drawings, the Contractor shall submit them in sufficient time to allow for examination by the Engineer and for any corrections that he may require to be made. The Contractor shall not commence work on items covered by shop drawings (where such drawings have been requested) before the Engineer's approval.
- (c) The Contractor shall make changes in shop and setting drawings as the Engineer requires consistent with the Contract and shall submit revised prints to the Engineer. When submitting shop and setting drawings, the Contractor shall notify the Engineer of every change made from the Contract Documents.
- (d) Approval of shop drawings by the Engineer shall not relieve the Contractor from compliance with requirements of the Contract Drawings and Specifications, nor relieve him of responsibility for errors made in the shop drawings.
- (e) The Contractor shall be responsible for confirming and correlating quantities and dimensions; selecting fabrication processes and techniques of construction; and co-ordinating the work of all trades.

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

22.  
OWNERSHIP  
OF DOCUMENTS

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

23.  
LIABILITY

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



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

30.  
HOURS  
OF WORK

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

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

31.  
VALUATION

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

32.  
PROGRESS  
CERTIFICATES

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

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

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

33.  
ACCEPTANCE  
CERTIFICATE

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

34.  
SUBSTANTIAL  
COMPLETION  
AND HOLDBACK  
RELEASE

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

35.  
PAYMENTS

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

36.  
FINAL  
PAYMENT  
CERTIFICATE

APPENDIX 1 OF THE GENERAL CONDITIONS OF THE CONTRACT

APPLICATION FOR RELEASE OF SUBCONTRACTOR'S HOLDBACK

Owner:

Project:

EO:

Contractor:

Subcontract:

Subcontractor:

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

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

SEAL:

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

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

SEAL:

**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

PART 1 - GENERAL

Part 1.01 DESCRIPTION OF WORK

- A. This Contract is for the following work in the Town of Pelham -
1. Concrete sidewalks on Highway No. 20 (as shown on Drawing B-77279)
  2. Replacement of concrete sidewalks on Stella Street as directed.

Part 1.02 BASIS OF PAYMENT

- A. Payment for sidewalk will be made at the unit prices in the Schedule of Tender Prices.
- B. The cost of removal and disposal of existing concrete walk will be included in the unit cost for sidewalks.
- C. The cost of scarifying and regrading the existing sidewalk location so the grade of the proposed sidewalk will blend with existing conditions will be included in the unit rates for sidewalk.
- D. Should the proposed sidewalk grade conflict with the existing private concrete sidewalks, the Contractor shall remove and reconstruct the private walks to suit the proposed grades up to 10 feet on private property. The cost of this work will be included in the unit rate in the Form of Tender. This may include the cost of forming steps.
- E. The cost of removal and disposal of existing asphalt boulevard will be included in the unit rate for asphalt boulevard.
- F. The cost of grading fill on private property will be paid for on a time basis.
- G. Payment for sod will be made at the unit prices in the Form of Tender.

Part 1.03 LINE AND GRADE

- A. Line and grade, blending with existing driveways, shall be set by the Engineer.

PART 2 - PRODUCTS

Part 2.01 TESTS

- A. 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.

Part 2.02 CONCRETE

- A. All concrete shall be 4,000 p.s.i. air entrained conforming to MTC Form 9.

Part 2.03 SOD

- A. All sod shall be No. 1 nursery sod.

Part 2.04 ASPHALT

- A. All asphalt shall be HL-3A conforming to MTC Form 310.

PART 3 EXECUTION

Part 3.01

- A. All concrete shall be placed according to MTC Form 9.