

THE CORPORATION OF THE

TOWN OF PELHAM

CONSTRUCTION OF 18' x 5'

CONCRETE CULVERT

CONTRACT NO. 915

THE CORPORATION OF THE

TOWN OF PELHAM

CONSTRUCTION OF 18'.0 x 5'.0 CONCRETE CULVERT

(0.2 Miles North of Webber Rd. on Cream St.)
in the Town of Pelham

CONTRACT NO. 915

LIST OF CONTRACT DOCUMENTS

FORM OF TENDER

INFORMATION TO BIDDERS

SPECIAL PROVISIONS

GENERAL CONDITIONS

STANDARD SPECIFICATIONS

Forms 9, 314, 318 refer to
Ontario Department of High-
ways specifications manual
and are not bound in with
these contract documents and
any reference to the standard
specifications above is to the
latest revision thereof.

FORM OF AGREEMENT

DRAWINGS

Drawing No.915-1	Site Plan
915-2	Culvert Details

2

S.P. - Special Provisions
Spec.No. - Refers to D.H.O. Std.Specs.

Total Tender

\$8500.00

SPECIAL INFORMATION TO BIDDERS

1. Date and Place of Receiving Tenders

Tenders will be received at the place, date and time specified in the official advertisement calling for tenders.

2. Form of Tender

Tenders shall be submitted on the blank form herewith provided which shall not be detached from the other documents. Tenders shall give the unit prices and/or lump sum prices and the total sum for the work described. The tender shall be delivered in a sealed envelope and clearly marked with the name of the tender call.

3. Tender Deposit

All tenders shall be accompanied by a tender deposit in the form of a certified cheque in the amount of 5% of the total tender bid and made payable to the owner.

The deposit must be enclosed in the same envelope as the tender and shall be security to the Owner that the Tenderer, if successful, will execute the Contract Documents and supply the required bonds and insurance documents within 10 days of award and will commence work as specified.

Tender deposits of unsuccessful Tenderers will be returned upon award of the Contract.

4. Acceptance or Rejection of Tenders

The Owner reserves the right to reject any or all tenders for any reason whatsoever and to accept any proposal considered in the best interests of the Owner.

4. Acceptance or Rejection of Tenders (Cont'd.)

Notwithstanding the above, the Tenderer shall keep his tender open for sixty (60) days after the closing date. Withdrawal during this period may result in forfeiture of the tender deposit.

5. Withdrawal of Tender

A bidder will be permitted to withdraw his tender unopened after it has been deposited if such a request is received in writing prior to the specified time for opening of tenders.

6. Disqualification of Bidders

More than one tender from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all tenders affected.

7. Competency of Bidders

Bidders must be capable of performing the various items of work bid on. They may be required to furnish statements covering experience on similar work, list of plants available, senior personnel to be used on the proposed work and such statements of their financial resources as may be deemed necessary.

8. Failure To Execute Contract

Failure to execute the contract within 10 days of notification of awarding of the contract shall be just cause for annulment of the award and the forfeiture of the tender deposit to the Owner, not as a penalty but in liquidation of damages sustained.

9. Performance and Materials Bond

The successful tenderer shall provide a performance bond in an amount equal to 100% of the tender sum and a labour and material payment bond in an amount equal to 50% of the tender sum from an approved Guaranty Surety Company.

10. Sales Taxes

The tendered prices in the Form of Tender shall exclude all Sales Taxes not applicable to the Corporation.

11. Equivalents

When an article to be supplied under this Contract is specified by its trade or other name (whether or not such name is followed by the phrase "or approved equal"), 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 substitutes 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.

12. Soils Information

Test borings were made at the site of the work to determine the character of the subsoil for design purposes. Part of this information may be shown on the drawings and the complete soil report can be seen at the office of the Engineer, however, no responsibility is assumed for the accuracy or completeness of the information so presented.

Tenderers shall make such additional examination of the soil as they may feel necessary to satisfy themselves as to the conditions that may be encountered.

SPECIAL PROVISIONS

COMPACTION TESTS

All contract references to maximum compacted densities by whatever method specified, shall be interpreted as being "The maximum dry density as determined by current Department procedures."

Current Department procedures shall mean -

The methods described in the current ASTM Standard D698-66T or "the constant dry weight method" as set out in D.H.O. Research Report No.141, together with such variations of the above methods as the Department shall from time to time introduce.

Any deviation between current Department procedures and methods formerly specified or any modifications to current Department procedures which may be introduced shall be for the purpose of increasing the reliability of the test results and speed in field testing and will result in no increase in the compactive effort required.

UTILITY POLE LINES

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

UNDERGROUND UTILITIES

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

WEIGHING GRANULAR MATERIALS

All provisions of D.H.O. Form 318 shall apply, except that scales for weighing granular materials shall be located as herein required.

In all cases, the scale location shall be as approved by the Engineer and the material shall be hauled directly from the scale to the point of application. The scale may be located at the source of material, except that where there is a waste or loss of material, the hauling operation shall terminate until the Contractor shall provide, at his expense, scales located in accordance with the requirements of D.H.O. Form 318.

SUPPLY OF PORTLAND CEMENT

All cement required to complete the work under the Contract shall be supplied by the Contractor and compensation therefor shall be deemed to be included in the prices bid for the items of work for which it is to be used.

In all other respects, the supply of cement shall be in accordance with the requirements of the Standard Specifications.

SUPPLY OF STEEL REINFORCEMENT

All steel reinforcement, including reinforcing steel bars, bar mats, and wire fabric shall be supplied by the Contractor and compensation therefor shall be deemed to be included in the unit prices bid for the items of work for which it is to be used.

Steel bar reinforcement shall be hard grade deformed bars and shall comply with C.S.A. Standard G30.1 or G30.2 and with G30.6 or G30.7 as applicable. Bar mats and wire fabric shall comply with C.S.A. Standards G30.4 and G30.5 respectively.

MEMBRANE CURING COMPOUND

Sub-Section 9.04.09 of D.H.O. Form 9, shall be amended by the deletion of the first and third paragraphs under the heading CURING WITH MEMBRANE COMPOUND, and their replacement with the following paragraph:

"Membrane compound shall comply with the requirements of D.H.O. Form 1315, "Material Specification for White Pigmented Membrane Curing Compounds for Concrete" and shall be uniformly applied to the concrete surface by means of approved spraying equipment at a rate not less than one gallon per 240 square feet of concrete surface. Provision shall be made to agitate the material so that it shall be homogeneous at the time of application."

PORTLAND CEMENT

Weight of Bags -

For the purpose of this Contract, wherever a cement quantity is designated in bags, a bag of cement shall be interpreted as 87-1/2 lb. net weight of cement.

GENERAL

Where in the standard specifications the words "Department" or "Department of Highways" occur the Contractor shall read "the Corporation" and its Consulting Engineers, Wilfred J. Smith & Associates Limited.

ITEM NO.1 - Demolish Existing Structure and Prepare Site

Description - This work shall consist of excavating a diversion ditch to provide drainage, demolishing the existing structure, and excavating for new structure foundations and frost tapers.

The diversion ditch shall be excavated before any other work is commenced.

The existing structure shall be completely demolished and disposed of off the limits of the contract. Any steel members shall be salvaged and piled neatly at the site.

Excavation for removal of the existing culvert, frost tapers and any excavation required for the new foundations shall be carried out according to the drawings.

Payment - The contract lump sum price shall be compensation in full for all the work described above including the placing of "Road Closed" signs in the appropriate locations.

ITEM NO.2 - Selected Granular Base Course Class "B"
(Backfill to Culverts)

Description - This work shall consist of supplying, hauling, placing and compacting the granular backfill to the structure, all in accordance with Department of Highways Form 314 and 318.

Payment - Payment to be made in accordance with Department of Highways Form 314.

ITEM NO.5 - Trim Slopes

Description - This work shall consist of backfilling diversion ditch, trimming slopes, restoring drainage and generally cleaning up the site to the satisfaction of the Engineer.

Payment - The contract lump sum price shall be compensation in full for all the above work.

CONTRACTOR'S INVESTIGATIONS

Refer to Department of Highways General Conditions Form MR-100, Section 102-2.

MAINTENANCE OF TRAFFIC

The Contractor is hereby informed that it will not be necessary to construct detours or maintain traffic. The road is to be blocked off to through traffic and it shall be the responsibility of the Contractor to provide the necessary barricades and "Road Closed" signs.

WORKING RESTRICTIONS AND COMPLETION DATE

The Contractor shall not commence work on this contract before July 2, 1970, and the entire project shall be completed by August 14, 1970.

LIQUIDATED DAMAGES

The Contractor will be required to pay to the Corporation of The Town of Pelham the sum of \$100.00 per calendar day as liquidated damages should the Contractor fail to complete the works within the prescribed time limits.

GENERAL CONDITIONS

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GENERAL CONDITIONSOFTHE CONTRACT101 DEFINITIONS.

In this contract, the following definitions shall apply.

- 101-1 "A.A.S.H.O." - means the American Association of State Highway Officials.
- 101-2 "A.S.T.M." - means the American Society for Testing and Materials.
- 101-3 "Bridge" - means a structure with a total clear span of more than twenty (20') feet, measured under the bridge seat copings along the centre line of roadway, on, over, across or under which the roadway passes.
- 101-4 "C.E.S.A." - means the Canadian Engineering Standards Association.
- 101-5 "Culvert" - means a structure, which is not a bridge, on, over or across which vehicular traffic passes.
- 101-6 "C.S.A." - means the Canadian Standards Association.
- 101-7 "Contract" - means the agreement, covering the performance of the work, including the supply of any and all work, labour, implements and materials that could reasonably be required properly and satisfactorily to complete the work to be performed and includes the plans, specifications, contract bond and any written supplementary agreements that may be made in order to ensure the completion of the work in an acceptable manner.
- 101-8 "Contractor" - means the person, partnership or corporation undertaking the execution of the work under the terms of the Contract.
- 101-9 "Corporation" - means the municipal corporation entering into the Contract with the Contractor.
- 101-10 "Earth Grade" - means the earth surface, whether in cut or fill, as prepared for the granular base course.

- 101-23 "Roadway" - means that part of the Road designed or intended for use by vehicular traffic and shall include the shoulders.
- 101-24 "Rock Grade" - means the rock surface, whether in cut or fill, as prepared for the granular base course.
- 101-25 "Shoulders" - means that portion of the roadway between the edges of the surfacing material and the inside edges of the ditch or fill slopes.
- 101-26 "Specification" - means all written or printed descriptions or instructions pertaining to the method and manner of performing the work, or to the quantities and qualities of the materials to be furnished under the Contract, and includes the Tender, General Conditions, Standard Specifications, Supplemental Specifications and Special Provisions, together with all written agreements, made or to be made pertaining to the method or manner of performing the work, or to the quantities or qualities of materials to be furnished under the Contract.
- 101-27 "Standard Specifications" - means the requirements and stipulations of standard practice by the Corporation for the control of work.
- 101-28 "Supplemental Specifications" - means the specifications, supplemental to the standard specifications and containing requirements peculiar to the work.
- 101-29 "Special Provisions" - means special directions containing requirements peculiar to the work not adequately provided for by the standard or supplemental specifications.
- 101-30 "Sub-Contractor" - means a person, partnership or corporation undertaking the execution of a part of the work by virtue of an agreement between himself and the Contractor, and who has independent control over, the work to be done under such agreement.
- 101-31 "Sub-Grade" - means the earth or rock surface, whether in cut or fill, as prepared for the granular base course.
- 101-32 "Sub-Structure" - means all that part of the structure below the bridge seats or below the top of the skewbacks of arches and includes the whole of the backwalls and wingwalls.
- 101-33 "Superstructure" - means all that part of the structure above the bridge seats and above the tops of the skewbacks of arches except the backwalls and wingwalls.

102-3

SURETY AND DEPOSIT:

The performance and payment bonds or the cash or collateral deposited with the Corporation in connection herewith shall be held by the Corporation to secure the due performance and observation of the Contract and the payment of all creditors as required by the Contract.

The cash deposit made with the Tender shall be released to the Contractor when the Contract has been signed by him and the performance and payment bonds or cash or collateral deposited with the Corporation and approved by it.

103

SCOPE OF WORK

103-1

ESTIMATED QUANTITIES:

The estimated quantities set forth in the Tender are approximate only, and the basis of payment under this Contract will be the actual amount of work done and material furnished, provided, that if the quantities of the work to be done or material to be furnished under any item exceeds or is less than the estimated quantities, the Contractor shall proceed with the work, but if such increase or decrease is for a major item and exceeds or is less than 20% of the Tender amount for such item and if such increase or decrease materially increases or decreases the cost of the work or material then either party to the Contract, upon the written request of the other shall as soon as reasonably possible, negotiate upwards or downwards the compensation for that portion of the work to be done or material to be furnished which is in excess of or less than the Tender amount plus or minus the 20% increase or decrease as the case may be.

The Contractor's written request that the Corporation negotiate the compensation shall be made within the time limit prescribed by Section 104-1 for a notice of a claim.

103-2

CHANGES AND ALTERATIONS:

The Corporation may, at any time before or after the commencement of the work or the execution of the Contract delete, extend, increase, decrease, vary or otherwise alter the lines, grades, forms, dimensions, methods, plans or materials of the work or any part thereof. If the character of the work is actually changed from that on which the Contractor based his bid, by reason of the written order of the Engineer or by reason of incorrect written information supplied by the Corporation, other than estimated quantities, and if the change materially

104 CONTROL OF THE WORK.

104-1 ENGINEER'S AUTHORITY:

The Engineer may supervise and direct all work included herein and he shall determine the quantities of the several kinds of work which are to be paid for under this Contract, and determine all questions relating to the said work and the construction thereof. The Engineer shall in all cases decide every question which may arise relative to the performance of this Contract, and his estimate and findings shall be final. He shall, within a reasonable time, render a decision on all claims by the Contractor and all questions which may arise relative to the performance of the work, or the interpretation of the Contract.

The Contractor shall give notice to the Corporation of any claim to be made under this Contract, within seven (7) days of the date of his commencement on that specific portion of the Tender item or other work out of which the claim arises and he shall submit his claim not later than thirty (30) days after the date of his receipt of the final detailed statement for the entire work.

Where the notice of claim is not given or the claim is not submitted within the periods prescribed by this section, the Corporation may disallow the claim.

104-2 SUPERVISION AND INSPECTION:

The Contractor shall at all times and at his own expense furnish all reasonable aid and assistance required by the Inspector for the proper inspection and examination of the work or any part thereof. The Contractor shall, at his own expense, furnish samples for testing when required and shall furnish all reasonable facilities for the inspection of material and workmanship. The Contractor shall obey the directions and instructions of any Inspector so appointed and they shall be made in writing at the request of the Contractor.

Notwithstanding any inspection that the Corporation might carry out, the failure of the Engineer or the Inspector to condemn or object to any defective work or material shall not constitute a waiver of any specification or the approval or acceptance of such

104-6

CONFLICTS AND OMISSIONS:

The Contractor shall do all work and furnish all materials in accordance with the best practice, and in the event of any inconsistency or conflict in the provisions of the plans or specifications, such provisions shall take precedence and govern in the following order:-

- (i) Special Provisions
- (ii) Plans
- (III) Supplemental Specifications
- (iv) Standard Specifications
- (v) Tender
- (vi) General Conditions

Neither party to the Contract shall take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be necessary for fulfillment of the intent of the plans and specifications. Any work or material not herein specified but which may be fairly implied as included in this Contract, of which the Engineer shall be the judge, shall be done or furnished by the Contractor as if such work or material had been specified.

104-7

LINES AND GRADES:

The Engineer will set such stakes as are necessary to mark properly the general location, alignment, elevation and grade of the work. The Contractor shall give the Engineer reasonable notice of the time and place where the lines and grades will be needed. The Contractor shall assume full responsibility for detail, dimensions and elevations measured from the lines, grades and elevations so established.

All stakes, marks and reference points shall be carefully preserved by the Contractor and in case of their destruction or removal by him, his agents or his employees, such stakes, marks and reference points shall be replaced by the Engineer at the Contractor's expense.

The Engineer may require the Contractor at the Contractor's expense to provide such masts, scaffolds, batter boards, straight edges, templates and other devices as may be necessary to facilitate laying out, inspecting and constructing the work.

105 CONTROL OF MATERIALS.

105-1 SOURCE OF SUPPLY AND QUALITY OF MATERIALS:

All materials supplied by the Contractor shall conform to the requirements of the specifications and be approved by the Engineer prior to use in the work. Where required by the Engineer, the Contractor shall furnish a complete written statement of the origin, composition and manufacture of all materials to be supplied by him and shall furnish samples thereof for testing purposes. The Contractor shall not change the source of supply of materials without the written authorization of the Engineer.

105-2 DEFECTIVE WORK AND MATERIALS:

Subject to Sections 103 and 104, neither the Engineer nor the Inspector has any authority to waive the requirements of any Specification. The Contractor shall correct or replace any defective work or material other than defective material supplied by the Corporation, at his own expense, upon the direction of the Engineer.

If the Contractor should refuse or neglect to remove any defective work or material in accordance with a written notice from the Engineer, such work or material may be removed by order of the Engineer, at the Contractor's expense, and in addition to any other remedies available to the Corporation to recover the cost and expense of such removal, it may deduct the cost and expense of such removal from any monies due or to become due to the Contractor on any account.

105-3 ORDERING MATERIALS:

Where the Contractor requests truck delivery of any material supplied by the Corporation and the truck charges exceed the rail delivery rates, the Contractor shall pay the Corporation the amount by which the truck charges exceed the rail delivery rates, but where the truck charges are lower than the rail delivery rates the Contractor shall not be credited with the difference between the truck charges and the rail delivery rates.

Where materials are to be shipped by the Supplier on the instruction of the Contractor, the Contractor shall assume all the risk of any loss, damage or expense occasioned either directly or indirectly thereby.

105-5 CARE OF MATERIALS: (Continued)

the Contractor until such disputed material can be examined by the Engineer and tested to determine its acceptance or rejection.

When materials are supplied by the Corporation, the Contractor shall preserve intact, as far as practicable, all crates and containers of any description and shall dispose of them as herein provided. Containers not eligible for credits on return to the Vendor shall be disposed of as directed by the Engineer. When credits are obtainable from the return of empty containers to the Vendors, the Contractor shall, at his own expense, prepare for shipment, deliver to and ship from the nearest railway station and pay the freight on the containers from that point to the Vendor's original point of shipment. The Contractor shall promptly forward to the Vendor, copies of all bills of lading on the container shipment and shall advise the Vendor that credit for the containers is to be given to the Corporation on this Contract. Credits for returned containers will be made on the basis of the credits allowed to the Corporation by the Vendors and any loss or shrinkage in this respect shall be paid by the Contractor. The Contractor shall, at his own expense, and risk, arrange for the return of tank cars to the point of origin.

105-6 EXPLOSIVES:

The Contractor shall comply with all laws respecting the handling, storage and use of explosives.

In addition to any other precaution that may be necessary, the Contractor shall, immediately prior to a blast, clear the blasting area of all residents, vehicular and pedestrian traffic, and shall post flagmen on each road entering the blasting area, who shall stop all traffic and shall prevent such traffic from entering the area until the blast has taken place. The Contractor shall provide and use a siren to warn the public and the workmen that a blast is to be set off and to indicate the "all clear" after the blast has taken place. Four short soundings of the siren two minutes before detonation of a blast shall be used for warning and for protection, and one long ten to fifteen second sounding of the siren shall be used to give the "all clear".

106-1

CONTRACTOR'S RESPONSIBILITY FOR DAMAGES:
(Continued)

of whatever description and in respect of any infringement or any right, privilege or easement whatever occasioned in the carrying on of the work or any part thereof, or by any neglect, misfeasance or nonfeasance on the Contractor's part or on the part of any of his agents, workmen or persons employed by him or under his control including Sub-Contractors and shall bear the full cost thereof and shall at his own expense, make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement and to prevent the interruption of or danger or menace to the traffic on any railway or any public or private road, and to secure to all persons and corporations the uninterrupted enjoyment of all their rights, in and during the performance of the work; and the Contractor shall indemnify and save harmless the Corporation from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury or infringement.

Wherever any work is of such an extent and nature that it must necessarily be confined to particular areas of the road allowance the Contractor shall use reasonable care not to damage or deface the remaining portions of the road allowance, and if any damage is occasioned as a result of his default under this section, it shall be rectified by the Contractor at his own expense, to the satisfaction of the Engineer.

Notwithstanding the indemnity provision contained in this section, where in the opinion of the Engineer the Contractor has failed to rectify any damage, injury or infringement or has failed to adequately compensate any person for any damage, injury or infringement for which the Contractor is responsible under this Contract, the Corporation, following notice in writing to the Contractor of its intention so to do, may withhold payment of monies due to the Contractor under this or any other Contract until the Contractor has rectified such damage, injury or infringement or has paid adequate compensation for such damage, injury or infringement provided, however, that the Corporation will not withhold such monies where there is a reasonable disagreement with respect to the rights of the party affected and the Contractor has given such person a reasonable time in which to take court action to establish the validity of the claim.

106-4

PROVISION FOR TRAFFIC, CONSTRUCTION AND
MAINTENANCE OF DETOURS: (Continued)

shall arrange for the acquisition of lands necessary for the detour. Notwithstanding anything herein contained the Contractor shall maintain safely and adequately at all times during the progress of the work and at his own expense, all existing private entrance facilities throughout the entire length of the Contract.

The Contractor will not be required to maintain any existing public road within the limits of this Contract until such time as he has commenced operations on it. Except as hereinafter provided, once the Contractor has commenced operations he shall maintain at all times the portion of the existing road or any approved detour within the limits of his operation except where with the approval in writing of the Engineer he places or replaced culverts in the existing public road in which case he will be required to provide for the safe passage of traffic over or around the disturbed areas, but will not be required to maintain intervening sections of the existing public road until such times as these sections are located within the limits of his general operations. The Contractor will not be required to maintain any portion of the existing public road lying at either end of the Contract area if such portion is beyond the limits of his operations. The Contractor shall be responsible for and shall repair any damage to the existing public road within the limits of the Contract but beyond the limits of his operation caused by the moving of his equipment or any other of his actions.

If the work is discontinued as provided for under Section 107-5, the Contractor after complying with the requirements therein contained will not be required to assume further maintenance until the work is again resumed, provided that the Contractor shall supply labour and equipment sufficient to restore normal traffic conditions if in the Engineer's opinion ordinary maintenance measures are not sufficient, and any work performed by the Contractor at the site of the work shall be paid for by the Corporation in accordance with the unit prices set forth in the Contract.

The foregoing provisions will in no way relieve the Contractor of his obligations under the various provisions of the Contract dealing with the Contractor's responsibility for damage claims, except for claims arising on sections of road within the limits of the Contract that are being maintained by the Corporation.

106-5 PROTECTION OF WORKERS:

The Contractor shall comply with all statutes, regulations and orders relating to the protection and welfare of persons working or employed on this Contract.

106-6 PROTECTION AGAINST ROYALTIES OR
PATENTED INVENTIONS:

The Contractor shall indemnify and save harmless the Corporation from all and every claim for damages, royalties or fees for the infringement of any patented invention or copyright occasioned by him in connection with work done or material furnished by him under this Contract.

107 PROSECUTION AND PROGRESS.

107-1 TIME AND ORDER OF COMPLETION:

The Engineer may direct the Contractor in writing as to the time, precedence or order in which any work to be done under this Contract shall be performed.

107-2 EXTENSION OF TIME:

An extension of time may be granted in writing by the Corporation in the event of the work being delayed beyond the prescribed time for completion as a result of causes beyond the Contractor's reasonable control, or for such other delays as have been enumerated under Section 107-5. Such extensions shall be for such time as the Corporation may prescribe, and the Corporation shall fix the terms on which the said extension may be granted. An application for an extension of time as herein provided shall be made in writing by the Contractor to the Corporation at least fifteen (15) days prior to the date of completion fixed by the Contract. All bonds or other surety furnished to the Corporation by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Corporation with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Corporation whatsoever under this Contract, and all of such rights shall continue in full force and effect after the time limited

107-4

NON-FULFILLMENT OF THE CONTRACT: (Continued)

under this Contract, or should the Contractor become bankrupt or insolvent, commit any act of insolvency, abandon the work or fail to observe and perform any of the provisions of this Contract, of which the Engineer shall be the sole judge, or should the Contractor default in the completion of the work within the time or extended time limited therefor under this Contract, then in any of such cases, the Engineer may notify him to discontinue all work under the Contract, and the Corporation may then employ such means as it may deem necessary to complete the work, and in such a case the Contractor shall have no claim for further payment in respect of work performed but shall be chargeable with and shall remain liable for all loss, damage, expense or cost which may be suffered by the Corporation be reason of such default by the Contractor. If the said loss, damage, expense or cost exceeds the sum which would have been payable under this Contract, if the same had been completed by the said Contractor, the Contractor or his surety shall pay the amount of such excess to the Corporation, and such amount or any portion thereof may be deducted from any monies due or to become due to the Contractor. All property, materials, articles and things whatsoever, including all animals, machinery, tools, plant and equipment, and all rights, proprietary or otherwise, licences, powers and privileges whether relating to or affecting real or personal property, acquired, possessed or provided by the Contractor for the purpose of the work shall be the property of the Corporation and may be used, exercised and employed by the Corporation as fully as they might have been used, exercised and employed by the Contractor and the Corporation may sell or otherwise dispose of at public auction or private sale or otherwise, the whole or any portion or number of such property, materials, articles and things, at such price or prices as it may deem fit and retain the proceeds of any sale or disposition and all other amounts then or thereafter due by the Corporation to the Contractor on account of or in part satisfaction of any loss, damage, expense or cost which the Corporation may sustain or have sustained by reason aforesaid.

107-5

HINDRANCES AND DELAYS:

The Contractor shall not have any claim for any loss, damage or expense against the Corporation caused by or resulting from the work being taken out of the control of the Contractor, or any other Contractor, by the Corporation under the provisions of this Contract.

107-7 CHARACTER AND EMPLOYMENT OF WORKMEN:

The Contractor shall employ only orderly, competent and skillful men to do the work and whenever the Engineer shall inform him in writing that any man or men on the work are, in the opinion of the Engineer, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the consent in writing of the Engineer.

107-8 NOTICES BY THE CONTRACTOR:

The Contractor shall give notice of the date of commencement of the work to any department or agency of the Provincial or Federal government and to any person, partnership or corporation, including a municipal corporation and any board or commission thereof who may be affected by the work at least two weeks in advance of such date.

The Contractor shall give reasonable notice to any department or agency of the Provincial or Federal government and to any person, partnership or corporation, including a municipal corporation and any board or commission thereof, who may be affected by the work, before any blasting operations are carried out.

In the case of accidental damage to, or interference with any utilities, pole lines, pipe lines, farm tile or other public or other privately owned works, the Contractor shall immediately notify the owner of the location and details of such damage or interference.

The Contractor shall post prominently and maintain on the site of the work and wherever else the Engineer may require, legible copies of any notice, schedule or other information that he is required to post under this Contract or any statute, regulation, by-law or agreement.

107-9 REMOVAL OF OBSTRUCTIONS:

Except as otherwise provided in this section the Contractor assumes all the risks and responsibilities arising out of any obstruction on or under the road allowance and any traffic conditions caused by such obstruction including traffic conditions on any highway or road giving access to the Contract area and he shall not make any claim against the Corporation for any loss, damage or expense occasioned thereby.

108-2 ADVANCE TO CONTRACTOR: (Continued)

The said materials shall remain at the risk of the Contractor who shall be responsible for their safe-keeping. The Contractor shall not exercise any act of ownership or control over such material or remove any material from the site of the Contract, without the consent in writing of the Engineer.

108-3 PRICES AND PAYMENTS:

A certificate will be given by the Engineer once a month certifying as to the amount of work done and material furnished and of the value thereof according to the terms of the Contract. The first certificate shall be of the amount, quantity and value of the work done since the Contractor commenced the performance of this Contract, and every subsequent certificate, except the final one, shall be the amount, quantity and value of work done since the last preceding certificate was given. The Corporation will pay to the Contractor 80% of the amount shown on such certificates when the amount of the Contract does not exceed \$25,000 and 85% of the amount shown on such certificates when the amount of the Contract exceeds \$25,000.

When the Contract is duly completed in accordance with the terms herein contained, and the entire work is accepted by the Engineer, the Corporation may, after the expiration of 37 calendar days from the date of acceptance, pay to the Contractor such amounts of the estimated value of the work done and material furnished in accordance with the terms of the contract including Extra Work under Section 103-3 in excess of the amounts paid under the preceding paragraph as the Corporation deems proper.

Following the acceptance of the entire work by the Engineer, a final detailed statement shall be made by the Engineer of the value of all the work done and material furnished under the Contract including work done or material furnished as Extra Work under Section 103-3 and within 5 months after the date of acceptance of the entire work two copies thereof shall be delivered to the Contractor. Within 1 month after such delivery to him, the Contractor shall present to the Corporation one copy of such detailed statement certified by him to be correct and upon approval of the said statement by the Engineer and except as herein otherwise provided, there shall be paid to the Contractor within 1 month of the date of receipt by the Corporation of the certified detailed statement an amount equal to the

108-4

MEASUREMENT OF EXCAVATED MATERIALS:

Whenever this Contract requires the payment for excavation at a price per cubic yard the volumes shall be measured in their original position and computed in cubic yards by the method of average end areas unless otherwise provided for under the specifications for the item of work requiring their use.

108-5

CONTRACTOR'S DISCHARGE OF LIABILITIES:

The Contractor shall discharge all liabilities incurred by him for labour, materials or services, used or reasonably required for use in the performance of this Contract on the date upon which each becomes due.

The Contractor shall cause each Sub-Contractor engaged in the performance of this Contract to discharge all liabilities incurred by such Sub-Contractor for labour, materials or services used or reasonably required for use in the performance of this Contract. Workmen employed by a Sub-Contractor shall be paid in full at intervals not less frequently than semi-monthly and other liabilities of the Sub-Contractor, as aforesaid, shall be discharged on the date upon which each becomes due. At the request of the Corporation, the Contractor shall furnish the Corporation with evidence satisfactory to it that his liabilities and those of the Sub-Contractors, as aforesaid have been discharged.

No payment to which the Contractor is otherwise entitled under this Contract shall in the discretion of the Corporation be due and payable to him so long as he or any of such Sub-Contractors are in default under this section, and upon such default occurring, the Engineer may notify the Contractor to discontinue all work under the Contract and the Corporation shall have the same rights and privileges as are provided in Section 107-4 of these General Conditions. The Corporation, after notice in writing to the Contractor and his Surety, if any, may pay any such liability of the Contractor and of the Sub-Contractors, as aforesaid, and deduct the amount so paid from any monies due or that may become due to the Contractor on any account, and, if there are insufficient monies due or to become due to the Contractor to permit of such deduction, the Contractor shall pay to the Corporation upon demand an amount sufficient to make up the deficiency. In making payments under this section the Corporation may act upon any evidence that it deems sufficient and may compromise any disputed liability and such payments shall not be open to dispute or question by the Contractor or the Surety, if any, but are final and binding upon them.

JANUARY, 1967.

SPECIAL PROVISION

PAYMENT FOR EXTRA WORK ON A TIME AND MATERIAL BASIS

For the purpose of this section,

"work" means the Extra Work approved by the Engineer pursuant to Section MR103-3 which is to be paid for on a time and materials basis;

"cost of labour" means the amount of wages and payroll burden paid or incurred directly by the Contractor for or in respect of the labour forces and for or in respect of supervision by foremen actively and necessarily engaged on the work. Costs will be based on the recorded time and hourly rates of pay for such labour and supervision, but shall not include any payment or costs incurred for general supervision, administration or management or any wages, or payroll burden for which the Contractor is compensated by any payment made by the Corporation for equipment;

"payroll burden" means the payments in respect of workmen's compensation, vacation pay, unemployment insurance, sickness and accident insurance, or pension fund, and shall include any cost or expense of food, lodging and incidental expenses such as the Engineer may approve when such costs are assumed by the Contractor as a condition of employment of those directly and actively engaged in the extra work;

"cost of material" means the cost of material purchased by the Contractor for the work as shown by itemized invoices and the cost of material from the Contractor's stock used on the work valued at current prices.

Subject to such exceptions as the Engineer may permit in writing, the work performed by the Contractor under this section shall be subject to all the terms, conditions, specifications and provisions of this Contract.

Daily work records prepared by the Engineer, and reporting the labour and equipment employed and the material used on the work, shall be reconciled with and signed by the Contractor's representative each day.

The Corporation shall pay the Contractor for labour and supervision employed on the work, at the rate of 135% on the first \$1,000 of the cost of labour, and at the rate of 120% on the cost of labour in excess of \$1,000.

PAYMENT FOR EXTRA WORK ON A TIME AND MATERIAL BASIS
(CONTINUED)

Equipment rented by the Contractor to be used on the work shall be paid for on the basis of the actual cost to the Contractor plus 20% thereof, provided that the rate and conditions of rental are reasonable.

Notwithstanding any other provision of this section no payment shall be made to the Contractor for or in respect of hand tools or equipment that are tools of the trade.

When the work is performed by a Sub-Contractor the Corporation shall pay the Contractor 105% of the total payment as herein provided for the work.

Except where there is agreement in writing to the contrary the compensation as herein provided shall be accepted by the Contractor as compensation in full for all costs and expense arising out of the work including all costs of general supervision, administration and management time spent on the work and no other payment or allowance shall be made in respect of such work.

The Contractor shall submit to the Corporation a separate invoice in triplicate for the work within thirty days of the completion of the work. Each invoice shall include the order number and covering dates of the work, and shall itemize separately labour, materials and equipment, and submitted with the invoice shall be receipted invoices for materials, rented equipment, and other charges incurred by the Contractor on the work.

AGREEMENT

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF
_____ 1970

BETWEEN

Chester O. Johnston (Contractor)

Hereinafter called the "Contractor" OF THE FIRST PART

AND:

. _____
Corporation of the Town of Pelham

Hereinafter called the "Corporation" OF THE SECOND PART

WITNESSETH:

That the party of the first part, and the party of the second part, in consideration of fulfillment of their respective promises and obligations herein set forth, covenant and agree with each other as follows:-

1. The Contractor will furnish all labour, tools, implements and materials whatsoever necessary for the due performance, execution, construction and completion of all and singular the works mentioned and set forth in the contract documents and will deliver the whole of such works unto the Corporation, fully and finally completed, of the best and most workmanlike manner, in the manner required by, and in strict conformity with the said contract documents and to the complete satisfaction of the Corporation and of the Engineer or other person in charge of the said works on behalf of the Corporation.

2. The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be done and labour and materials to be furnished for the completion of this contract and that his information was secured by personal investigation and research and not from estimates of the Corporation and that he will make no claim against the Corporation by reason of estimates or representation of any officer or agent of the Corporation.

3. No works hereby contracted to be executed shall be deemed to have been executed, nor shall the Contractor be entitled to payment therefor, unless the same shall have been executed to the satisfaction of the Engineer, as aforesaid and shall have been certified by him to have been so executed.

4. The provisions of this Agreement shall enure to the benefit of and be binding upon heirs, executors, administrators and assigns of the Contractor and on the heirs and successors of the Corporation.

IN WITNESS WHEREOF the Contractor hereto and hereunto affixed its Corporate Seal duly attested by its proper officers in that behalf and the Corporation has hereunto set its Seal duly authenticated by its proper officers.

SIGNED SEALED AND DELIVERED

In the presence of:

F. S. Quinn

) Contractor:

Christopher Johnston

) Corporation:

K. Gullett
Samuel