

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

CONSTRUCTION OF

ADDITION TO WORKS BUILDING

TICE ROAD

November 1970

FORM OF CONTRACT

Offer by: Name: Emmac Construction

Address: Box 33, Dunnville, Ontario

To the Corporation of the Town of Pelham:

1. CONTRACT PRICE

We, the undersigned, having examined the site of the work and all the Contract Documents, hereby agree to supply all material and to perform and complete all the work, in accordance with the Contract Documents to the satisfaction of the Town of Pelham Works Superintendent for the total Contract Price of

Thirteen Thousand, Four Hundred and Eighty-eight Dollars
(\$13,488.00)

The breakdown of our Contract Price is as follows:

Cost of Materials	\$ 9,488.00
Cost of Plan and Labour	<u>\$ 4,000.00</u>

TOTAL CONTRACT PRICE	<u><u>\$13,488.00</u></u>
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2. COMPLETION

We agree to commence work as specified to proceed continuously to the completion and to complete all the work within twelve (12) weeks from the date of issue of the written order to start work.

3. PROVINCIAL SALES TAX

Except as noted, the Contractor will be required to obtain a special permit from the Retail Sales Tax Branch and may purchase materials exempt from Provincial Sales Tax by supplying with his orders, a purchase exemption certificate. This procedure shall comply with Ruling 21 of the Retail Sales Tax Branch.

The Contractor may be required to submit to the Owner, statements certifying the quantities and strengths of the ready-mix concrete and asphaltic concrete used, so that the Owner may apply for refund of taxes paid.

4. FEDERAL SALES TAX

The Contractor may be required to pay Federal Sales Tax on purchases of material and equipment to be incorporated into the work under this Contract, but can recover such tax by application to the Federal Excise Division. Should the Contractor's claim for refund be disallowed by the Excise Division, the Owner will pay to the Contractor a sum equal to the disallowed amount.

OFFERED ON BEHALF OF THE CONTRACTOR

Signature

M. E. Cook
Signature

Contractor's Seal

EMMAC CONST.
Company Name

Box 33, PUNNVILLE, ONT.
Address

DECEMBER 2, 1970
Date

Eleanor R. Cunningham
Witness

ACCEPTED ON BEHALF OF THE OWNER

CORPORATION OF THE TOWN OF PELHAM

A. E. Black

Signature

A. E. Black

Signature

DECEMBER 3, 1970

Date

Owner's Seal

Eleanor R. Cunningham

Witness

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

- a) The word "OWNER" means the person or corporation accepting the Tender.
- b) The word "CONTRACTOR" means the person or corporation to whom the Contract for the work has been awarded.
- c) The word "SUBCONTRACTOR" means the person or corporation having a contract with the Contractor (or another subcontractor) for the execution of a part or parts of the work included in the Contract, and for the supplying of material for the Contract and worked to a special design according to the plans and specifications.
- d) 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 Town Works Superintendent.

2. COMMENCEMENT AND COMPLETION

- a) The Contractor shall obtain materials and start work when the Contract documents have been signed by the Owner and the Contractor, when the Town Works Superintendent has issued a written instruction to commence.
- b) No progress certificate shall release the Contractor from any responsibility under the Contract, nor be taken as evidence of acceptance of work or material, nor as a waiver of any provisions of the Contract.
- c) The Contractor shall protect the work from damage from every cause, and shall, on completion, leave the work in a good and satisfactory condition. The work shall be finished in all respects and shall comply with the Contract in every particular.
- d) On completion, all surplus material and rubbish shall be removed, all damage to adjacent property caused by the Contractor shall be made good, and the site shall be made clean and

neat.

3. USE OF PREMISES

- a) The Contractor shall confine his plant, labour and materials within limits specified in the Contract or as otherwise indicated by law or as directed by the Works Superintendent. The Contractor shall not unreasonably encumber the site with plant and materials.
- b) The Contractor shall not load, or permit to be loaded, any structure with a weight that may endanger its safety.
- c) The Contractor shall comply with the Town Works Superintendent's directions regarding signs, advertisements, fires and smoking.
- d) The Contractor shall use the premises only for the construction of the work forming the Contract.

4. RESTORATION

- a) Unless otherwise specified, the Contractor shall restore all lands and other property to their original condition.

5. UTILITIES

- a) Unless otherwise specified, the Owner shall provide all utility services, such as water and electricity, needed for the execution of the work.

6. PUBLIC SAFETY

- a) During the progress of the work, the Contractor shall keep the site and the work in as tidy a condition as practicable. The Contractor shall not deposit any material on any portion of a street, or other public property without the approval of the Town Works Superintendent. Material so deposited shall be removed without delay as soon as possible and when directed.

7. 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.

8. WORKMANSHIP AND MATERIALS

- a) All workmanship shall be first-class and material new and of best quality, all to the approval of the Town Works Superintendent. The Contractor shall pay due regard to the neat and attractive appearance of the finished work.
- b) 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.

9. SUPPLY OF MATERIAL

- a) Unless otherwise specified, the Contractor shall supply all material, and shall furnish for approval representative samples of all material. Substitution of material specified shall be made only on the written approval of the Town Works Superintendent.

10. DETAILS AND INSTRUCTIONS

- a) The Contractor shall not deviate from or in any way alter the Contract documents without the written authority of the Town Works Superintendent. Any ambiguities, omissions or discrepancies that may arise will be explained and adjusted by the Town Works Superintendent, who may issue to the Contractor instructions directing the manner of performing the work.

11. CHANGES IN THE WORK

- a) Without invalidating the Contract, the Owner or the Town Works Superintendent may make changes by altering, adding to, or deducting from the work, the value of the Contract being adjusted accordingly. All such work shall be performed under the conditions of the original Contract.
- b) The Owner shall not be liable for the cost of additional work or material which are supplied by the Contractor but which are not provided for in the Contract documents, and are not required by the written instructions of the Town Works Superintendent.

12. WORKS SUPERINTENDENT

- a) The Works Superintendent 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 plan, 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 Works Superintendent's decision as to any matter referred to in this clause shall be binding upon the parties concerned.

13. SHOP DRAWINGS

- a) Where the Town Works Superintendent requires shop and setting drawings, the Contractor shall submit them in sufficient time to allow for examination by the Town Works Superintendent 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 Town Works Superintendent's approval.
- b) 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.

14. LIABILITY

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

- a) resulting from the prosecution of the work, or
- b) resulting from any of the Contractor's operations, or
- c) caused by reason of the existence, location or condition of the work, or
- d) caused by reason of any material, plant or labour used in the work, by

- 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.

15. LIABILITY INSURANCE

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 include coverage for:

- a)
 - i) Contractual liability, and
 - ii) Cross liability, and
 - iii) Contingent Employer's liability, and
 - iv) Completed Operations liability, and
 - v) Non-owned automobile liability, and
- b) Have an inclusive limit at least equal to \$100,000 unless otherwise specified, and
- c) Remain in force until the issue by the Town Works Superintendent of the Final Payment Certificate, except that Completed Operations liability shall remain in force for the duration of the Guarantee period.

16. WORKMEN'S COMPENSATION

The Contractor shall pay such assessments as will protect him and the Owner from claims under the Workmen's Compensation Act.

17. DAMAGE INSURANCE

The Contractor shall insure the works and maintain such insurance against "all risks" which shall, unless otherwise specified, include flood and earthquake. Such insurance shall:

- a) be for an amount equal to 100% of the total contract price and cover work, materials equipment and similar items to be incorporated into the work, and that are on the site of the work, or in transit to such site, and

- b) remain in force until the issue by the Town Works Superintendent of the Acceptance Certificate.

18. INSURANCE POLICIES AND CERTIFICATES

The Contractor shall deposit with the Owner,

- i) copies of liability and automobile insurances, or insurance certificates indicating compliance with Clause 15.

19. ACCEPTANCE CERTIFICATE

When the work required to be done under the Contract has been completed in every respect and is acceptable to the Town Works Superintendent, a final valuation of the Contract will be prepared by the Contractor and the Works Superintendent.

20. FINAL PAYMENT CERTIFICATE

Provided all the provisions of the Contract have been fully met, the Engineer will issue a Final Payment Certificate thirty-seven (37) days after the acceptance date, unless otherwise specified. The Final Payment Certificate will entitle the Contractor to receive the full amount due under the Contract.

21. GUARANTEE

The Contractor shall guarantee that the material and work shall for a 12 month period from the acceptance date remain in such condition as will meet with the Works Superintendent's approval, and that he will make good in a permanent manner, satisfactory to the Town Works Superintendent any imperfections due to materials or workmanship used in the construction, and any damage caused by such imperfections. The decision of the Works Superintendent shall be final as to the nature and cause of such imperfections and the necessity for remedying them.

22. TERMINATION OF CONTRACT

The Owner may terminate the employment of the Contractor, if the Town Works Superintendent certifies that sufficient cause exists to justify such action. Such termination of employment may be made:

- i) if the Contractor should be adjudged a bankrupt, or
- ii) if he should make a general assignment for the benefit of his creditors, or
- iii) if a receiver should be appointed on account of his insolvency, or
- iv) if he should take the benefit of any Act relating to insolvent debtors, or
- v) if a winding up order be made against the Contractor, or
- vi) if he should refuse or fail to supply enough plant, properly skilled labour or proper materials after having received seven (7) days notice in writing from the Town Works Superintendent so to do, or
- vii) if he should fail to make prompt payment to subcontractors and suppliers, or
- viii) if he should persistently disregard laws, ordinances or the instructions of the Town Works Superintendent, or
- ix) if he should otherwise be guilty of a substantial violation of the provisions of the Contract.

23. PERFORMANCE BOND

The Contractor, is required to supply the Owner with a letter of credit from the Contractor's Bank.

24. ASSIGNMENT

The Contractor shall not assign the Contract, or any part of it without the written consent of the Owner, nor shall the Contractor assign any monies due, or to become due, to him without the written consent of the Owner.