



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 129-79

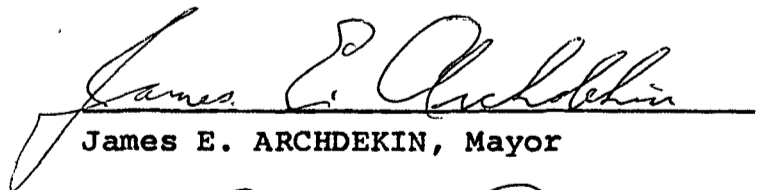
To authorize the execution of an agreement with DOMTREC LIMITED - Contract No. 79-119 (pavement marking)

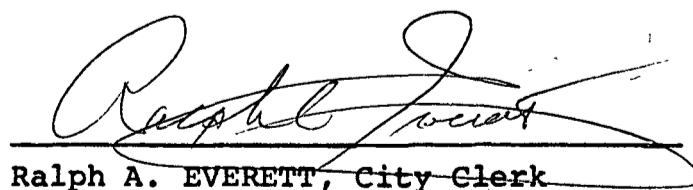
WHEREAS it is deemed expedient to enter into and execute Contract No. 79-119 with Domtrec Limited;

NOW THEREFORE the Council of the Corporation of the City of Brampton ENACTS as follows:

- (1) THAT the City of Brampton enter into and execute Contract No. 79-119 with Domtrec Limited, attached hereto as Schedule "A".
- (2) THAT the Mayor and the Clerk are hereby authorized to affix their signatures to the said Contract No. 79-119 with Domtrec Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 11th day of June, 1979.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

PASSED June 11, 19 79

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# BY-LAW

No. 129-79

To authorize the execution of an agreement with DOMTREC LIMITED - Contract No. 79-119 (pavement marking).

CERTIFICATE OF LIABILITY INSURANCE

Zurich Insurance Co.

(INSURANCE COMPANY)

TO: CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 24 QUEEN STREET EAST, BRAMPTON, ONTARIO.

THIS IS TO CERTIFY THAT Domtrec Limited  
(CONTRACTOR)

WHOSE ADDRESS IS 1763 Mattawa Avenue, Mississauga, Ontario L4X 1K5.

HAS COMPREHENSIVE LIABILITY INSURANCE IN THIS COMPANY UNDER  
POLICY No. 890 06 49 COVERING LEGAL LIABILITY FOR DAMAGES  
BECAUSE OF :

- A. BODILY INJURY, SICKNESS OR DISEASE, INCLUDING DEATH  
AT ANY TIME RESULTING THEREFROM.
- B. DAMAGE TO OR DESTRUCTION OF PROPERTY OF OTHERS  
CAUSED BY ACCIDENT.

SUBJECT TO A LIMIT OF LIABILITY OF NOT LESS THAN \$1,000,000.00  
INCLUSIVE FOR ANY ONE OCCURRENCE OR ACCIDENT WHICH INSURANCE  
APPLIES IN RESPECT OF ALL OPERATIONS, INCLUDING LIABILITY ASSUMED  
UNDER CONTRACT WITH THE CORPORATION. THE POLICY DOES NOT CONTAIN  
ANY EXCLUSIONS OR LIMITATIONS IN RESPECT OF THE USE OF EXPLOSIVES  
OR IN RESPECT OF SHORING, UNDERPINNING, RAISING OR DEMOLITION OF  
ANY BUILDING OR STRUCTURE, PILE DRIVING, CAISSON WORK, COLLAPSE  
OF ANY STRUCTURE, OR SUBSIDENCE OF ANY PROPERTY, STRUCTURE, OR  
LAND FROM ANY CAUSE.

THIS POLICY EXPIRES ON November 30, 1979

AND WILL NOT BE ALTERED, CANCELLED OR ALLOWED TO LAPSE WITHOUT  
THIRTY (30) DAYS PRIOR NOTICE TO THE CORPORATION.

DATE: May 3, 1979

COUNTERSIGNED: Harmer, Rogwell & Co. Limited  
PER [Signature]

THE CORPORATION OF THE

CITY OF BRAMPTON

CONTRACT NO. 79-119

FEB 27 1979

PAVEMENT MARKING

SEALED TENDERS, clearly marked as to contents will be received by the Purchasing Agent until 2:00 o'clock p.m. E.S.T.

WEDNESDAY, MARCH 14, 1979

for the supply of materials and services for pavement marking.

Tender forms, Specifications and Instructions to Bidders are available from the office of the Purchasing Agent, Supply and Services Section, 24 Queen Street East, 6th Floor, Brampton, Ontario, L6V 1A4.

A certified cheque made payable to the "City of Brampton" in the amount outlined in the information to tenderers shall accompany each tender.

The lowest or any tender not necessarily accepted.

J. F. Curran, P. Eng.,  
Commissioner of Public Works.

M. S. Lingard  
Purchasing Agent.

AGREEMENT

THIS AGREEMENT MADE IN QUADRUPPLICATE THIS 10th DAY OF APRIL, 199

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON

(HEREINAFTER CALLED THE "CORPORATION")

OF THE FIRST PART

-AND-

DOMTREC LIMITED

(HEREINAFTER CALLED THE "CONTRACTOR")

OF THE SECOND PART

WITNESSETH

THAT THE CORPORATION AND THE CONTRACTOR IN CONSIDERATION OF THE FULFILLMENT OF THEIR RESPECTIVE PROMISES AND OBLIGATIONS HEREIN SET FORTH COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

ARTICLE 1

(A) A GENERAL DESCRIPTION OF THE WORK IS :

THE SUPPLY OF MATERIAL & SERVICES FOR

PAVEMENT MARKING.

(B) THE CONTRACTOR SHALL, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED, AT HIS OWN EXPENSE PROVIDE ALL AND EVERY KIND OF LABOUR, MACHINERY, PLANT, STRUCTURES, MATERIALS, APPLIANCES, ARTICLES AND THINGS NECESSARY FOR THE DUE EXECUTION AND COMPLETION OF ALL THE WORK SET OUT IN THIS CONTRACT AND SHALL FORTHWITH ACCORDING TO THE INSTRUCTIONS OF THE COMMISSIONER COMMENCE THE WORKS AND DILIGENTLY EXECUTE THE RESPECTIVE PORTIONS THEREOF, AND DELIVER THE WORKS COMPLETE IN EVERY PARTICULAR TO THE CORPORATION WITHIN THE TIME SPECIFIED IN THE GENERAL CONDITIONS AND IN THE TENDER.

ARTICLE 2

IN THE EVENT THAT THE TENDER PROVIDES FOR AND CONTAINS A CONTINGENCY ALLOWANCE, IT IS UNDERSTOOD AND AGREED THAT SUCH CONTINGENCY ALLOWANCE IS MERELY FOR THE CONVENIENCE OF ACCOUNTING BY THE CORPORATION, AND THE CONTRACTOR IS NOT ENTITLED TO PAYMENT THEREOF EXCEPT FOR EXTRA OR ADDITIONAL WORK CARRIED OUT BY HIM IN ACCORDANCE WITH THE CONTRACT AND ONLY TO THE EXTENT OF SUCH EXTRA OR ADDITIONAL WORK.

### ARTICLE 3

IN CASE OF ANY INCONSISTENCY OR CONFLICT BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE PLANS, OR SPECIFICATIONS, OR GENERAL CONDITIONS, OR TENDER OR ANY OTHER DOCUMENT OR WRITING THE PROVISIONS OF SUCH DOCUMENTS SHALL TAKE PRECEDENCE AND GOVERN IN THE FOLLOWING ORDER NAMELY:

1. THIS AGREEMENT
2. SPECIAL AND/OR SUPPLEMENTAL PROVISIONS
3. INFORMATION FOR TENDERERS
4. GENERAL CONDITIONS
5. STANDARD SPECIFICATIONS (DETAILED WORK)
6. PLANS
7. TENDER

THE FOREGOING DOCUMENTS ENUMERATED 1 TO 7 INCLUSIVE ARE ALL THE CONTRACT DOCUMENTS AND CONSTITUTE THE FULL AGREEMENT BETWEEN THE PARTIES.

### ARTICLE 4

THE CORPORATION COVENANTS WITH THE CONTRACTOR THAT THE CONTRACTOR HAVING IN ALL RESPECTS COMPLIED WITH THE PROVISIONS OF THIS CONTRACT WILL BE PAID FOR THE WORKS INCLUDED HEREIN IN ACCORDANCE WITH THE UNIT PRICES AS SET OUT IN THE FORM OF TENDER FORMING PART OF THIS CONTRACT, AND IN ACCORDANCE WITH THE PROVISIONS AS SET OUT IN THE CONDITIONS AND SPECIFICATIONS FORMING PART OF THIS CONTRACT.

### ARTICLE 5

WHERE ANY NOTICE, DIRECTION OR OTHER COMMUNICATION IS REQUIRED TO BE OR MAY BE GIVEN OR MADE BY ONE OF THE PARTIES HERETO TO THE OTHER OR TO THE COMMISSIONER, IT SHALL BE DEEMED SUFFICIENTLY GIVEN OR MADE IF MAILED BY PREPAID FIRST CLASS MAIL OR DELIVERED IN WRITING TO SUCH PARTY OR TO THE COMMISSIONER AT THE FOLLOWING ADDRESS

THE CONTRACTOR:

DOMTREC LIMITED  
1763 MATTAWA AVE.  
MISSISSAUGA, ONTARIO  
L4X 1K5

THE COMMISSIONER:

J.F. CURRAN, P.ENG.  
COMMISSIONER OF PUBLIC WORKS  
CITY OF BRAMPTON  
24 QUEEN STREET EAST,  
BRAMPTON, ONTARIO.

HOWEVER, IN THE MATTER OF "CALL BACK WORK", AS DEFINED IN INFORMATION TO TENDERS, VERBAL COMMUNICATION WITH THE CONTRACTOR SHALL BE DEEMED AS SUFFICIENT NOTICE.

### ARTICLE 6

A COPY OF EACH OF THE CONTRACT DOCUMENTS IS HERETO ANNEXED AND TOGETHER WITH THE M.T.C. SPECIFICATIONS REFERRED TO IN THE CONTRACT DOCUMENTS AND THE PLANS LISTED IN THE SPECIFICATIONS, ARE MADE PART OF THIS CONTRACT AS FULLY TO ALL INTENTS AND PURPOSES AS THOUGH RECITED IN FULL HEREIN.

## ARTICLE 7

NO IMPLIED CONTRACT OF ANY KIND WHATSOEVER BY OR ON BEHALF OF THE CORPORATION SHALL ARISE OR BE IMPLIED FROM ANYTHING IN THIS CONTRACT CONTAINED, NOR FROM ANY POSITION OR SITUATION OF THE PARTIES AT ANYTIME, IT BEING CLEARLY UNDERSTOOD THAT THE EXPRESS COVENANTS AND AGREEMENTS HEREIN CONTAINED MADE BY THE CORPORATION SHALL BE THE ONLY COVENANTS AND AGREEMENTS UPON WHICH ANY RIGHTS AGAINST THE CORPORATION MAY BE FOUNDED.

## ARTICLE 8

TIME SHALL BE DEEMED THE ESSENCE OF THIS CONTRACT.

## ARTICLE 9

THE CONTRACTOR DECLARES THAT IN TENDERING FOR THE WORKS AND IN ENTERING INTO THIS CONTRACT HE HAS EITHER INVESTIGATED FOR HIMSELF THE CHARACTER OF THE WORK AND ALL LOCAL CONDITIONS ABOVE AND BELOW GROUND SURFACE WHERE APPLICABLE THAT MIGHT EFFECT HIS TENDER OR HIS ACCEPTANCE OF THE WORK, OR THAT NOT HAVING SO INVESTIGATED HE IS WILLING TO ASSUME AND DOES HEREBY ASSUME ALL RISK OF CONDITIONS ARISING OR DEVELOPING IN THE COURSE OF THE WORK WHICH MIGHT OR COULD MAKE THE WORK, OR ANY ITEMS THEREOF MORE EXPENSIVE IN CHARACTER, OR MORE ONEROUS TO FULFILL, THAN WAS CONTEMPLATED OR KNOWN WHEN THE TENDER WAS MADE OR THE CONTRACT SIGNED. THE CONTRACTOR ALSO DECLARES THAT HE DID NOT AND DOES NOT RELY UPON INFORMATION FURNISHED BY ANY METHODS WHATSOEVER, BY THE CORPORATION OR ITS EMPLOYEES, BEING AWARE THAT ANY INFORMATION FROM SUCH SOURCES WAS AND IS APPROXIMATE AND SPECULATIVE ONLY, AND WAS NOT IN ANY MANNER WARRANTED OR GUARANTEED BY THE CORPORATION.

## ARTICLE 10

THIS CONTRACT SHALL APPLY TO AND BE BINDING ON THE PARTIES HERETO AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS AND EACH OF THEM.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN OR CAUSED THEIR CORPORATE SEALS TO BE AFFIXED, ATTESTED BY THE SIGNATURE OF THEIR PROPER OFFICERS AS THE CASE MAY BE.

Marie Bellem  
WITNESS AS TO SIGNATURE OF CONTRACTOR

1763 Matthews Ave Mississauga  
ADDRESS

OCCUPATION Office Supervisor

A. B. Bates

DOMTREC LIMITED.

CORPORATION OF THE CITY OF  
BRAMPTON

James O. Archdall  
MAYOR

Ralph J. ...  
CLERK

INFORMATION FOR TENDERERS

INFORMATION FOR TENDERERS

1. TENDER REQUIREMENTS :

TENDERS ARE REQUIRED TO CONFORM TO THE CONDITIONS LISTED BELOW AND THOSE FAILING TO DO SO MAY BE SUBJECT TO DISQUALIFICATION.

- A. THE CORRECT TENDER FORM, AS SUPPLIED BY THE MUNICIPALITY, MUST BE USED AND RETURNED IN THE RETURN ENVELOPE PROVIDED, TO THE SUPPLY & SERVICES SECTION, 24 QUEEN STREET EAST, BRAMPTON, ONTARIO, ON OR BEFORE THE TENDER CLOSING DATE AND TIME. BIDS RECEIVED AFTER CLOSING TIME WILL NOT BE CONSIDERED.
- B. THE TENDER MUST BE LEGIBLE, WRITTEN IN INK OR TYPEWRITER AND ALL ITEMS MUST BE BID, UNLESS OTHERWISE SPECIFIED, WITH THE UNIT PRICE FOR EVERY ITEM AND OTHER ENTRIES CLEARLY SHOWN.
- C. THE BID MUST NOT BE RESTRICTED BY A STATEMENT ADDED TO THE TENDER FORM OR A COVERING LETTER, OR ALTERATIONS TO THE TENDER FORMS PROVIDED BY THE MUNICIPALITY (UNLESS OTHERWISE SPECIFIED).
- D. ADJUSTMENTS BY TELEPHONE, TELEGRAM OR LETTER TO A TENDER ALREADY SUBMITTED WILL NOT BE CONSIDERED. A BIDDER DESIRING TO MAKE ADJUSTMENTS TO A TENDER MUST WITHDRAW THE TENDER AND/OR SUPERSEDE IT WITH A LATER TENDER SUBMISSION.
- E. THE OFFICIAL TENDER ENVELOPE SUPPLIED BY THE MUNICIPALITY MUST BE USED FOR TENDERING PURPOSES WITHOUT ANY EXTRA EXTERIOR COVERING.
- F. THE TENDER FORM MUST BE SIGNED IN THE SPACE(S) PROVIDED ON THE FORM, WITH THE SIGNATURE OF THE BIDDER OR OF A RESPONSIBLE OFFICIAL OF ORGANIZATION BIDDING. IF A JOINT BID IS SUBMITTED, IT MUST BE SIGNED ON BEHALF OF EACH OF THE BIDDERS AND IF THE SIGNING AUTHORITY FOR BOTH BIDDERS IS VESTED IN ONE INDIVIDUAL HE SHALL SIGN SEPARATELY ON BEHALF OF EACH BIDDER. IN THE CASE OF AN INCORPORATED COMPANY, THE CORPORATE SEAL MUST BE AFFIXED TO THE TENDER FORM.
- G. ERASURES, OVERWRITING OR STRIKE-OUTS MUST BE INITIALLED BY THE PERSON SIGNING ON BEHALF OF THE ORGANIZATION BIDDING.

2. TENDER & PERFORMANCE DEPOSIT :

THE TENDER SHALL BE ACCOMPANIED BY A DEPOSIT OF \$10,000.00 IN THE FORM OF A CERTIFIED CHEQUE, BANK DRAFT OR MONEY ORDER MADE PAYABLE TO THE CORPORATION OF THE CITY OF BRAMPTON.

THE DEPOSIT OF THE SUCCESSFUL BIDDER SHALL BE HELD BY THE CORPORATION FOR THE DURATION OF THIS CONTRACT AS A GUARANTEE OF PERFORMANCE OF ALL WORKS AS REQUIRED. THE CORPORATION WILL BE AT LIBERTY TO USE ALL OR ANY PORTION OF THE SAID DEPOSIT TO CARRY OUT THE WORKS OF THIS CONTRACT SHOULD THE CONTRACTOR FAIL TO DO SO. THE DEPOSIT OR THE PORTION THERE REMAINING, IF ANY, SHALL BE RETURNED TO THE CONTRACTOR WHEN THE FINAL PAYMENT CERTIFICATE IS ISSUED.

3. INSURANCE REQUIREMENTS :

WITH RESPECT TO LIABILITY INSURANCE, THE TENDERER IS REFERRED TO THE GENERAL CONDITIONS, SECTION 106-2..

4. WITHDRAWAL OF TENDERS PRIOR TO TENDER OPENING :

A CONTRACTOR WHO HAS SUBMITTED A TENDER ON A CONTRACT MAY REQUEST THAT HIS TENDER BE WITHDRAWN. (ADJUSTMENTS OR CORRECTIONS TO A TENDER SUBMITTED WILL NOT BE ALLOWED). THE WITHDRAWAL SHALL BE ALLOWED IF THE REQUEST IS MADE BEFORE THE CLOSING TIME FOR THIS CONTRACT. WITHDRAWAL REQUEST MAY BE DIRECTED TO THE OFFICIAL RECEIVING TENDERS BY LETTER, TELEGRAM OR IN PERSON. TELEPHONE REQUESTS SHALL NOT BE CONSIDERED.

WITHDRAWAL REQUESTS RECEIVED AFTER THE CONTRACT CLOSING TIME WILL NOT BE ALLOWED. THE PARTY CONCERNED SHALL BE INFORMED THAT THE WITHDRAWAL REQUEST ARRIVED TOO LATE FOR CONSIDERATION.

HOWEVER, WHEN THE TENDER IS READ OUT AT A TENDER OPENING AND IF IT IS THE LOWEST BID ON A CONTRACT, THE BIDDER MAY THEN PROCEED IN ACCORDANCE WITH ITEM 5 OF THE INFORMATION FOR TENDERERS.

NOTE: THE WITHDRAWAL OF A TENDER DOES NOT DISQUALIFY A BIDDER FROM SUBMITTING ANOTHER TENDER ON THE SAME CONTRACT.

5. WITHDRAWAL OF TENDERS DURING TENDER OPENING :

DURING A TENDER OPENING, AT THE CONCLUSION OF THE READING OUT OF BIDS ON A CONTRACT, A LOW BIDDER MAY WITHDRAW ANY OF HIS REMAINING TENDERS ON OTHER CONTRACTS. TENDERS WITHDRAWN UNDER THIS PROCEDURE CANNOT BE REINSTATED.

IF MORE THAN ONE TENDER IS READ OUT UNDER THE SAME NAME FOR THE SAME CONTRACT, AND NO WITHDRAWAL NOTICE HAS BEEN RECEIVED, THE TENDER CONTAINED IN THE ENVELOPE BEARING THE LATEST DATE AND TIME STAMP SHALL BE CONSIDERED THE INTENDED BID. THE FIRST TENDER RECEIVED SHALL BE CONSIDERED WITHDRAWN AND RETURNED TO THE BIDDER IN THE USUAL MANNER.

6. TENDER OPENING :

ALL TENDERS WILL BE OPENED PUBLICLY EITHER BY THE CITY COUNCIL OR A TENDER OPENING COMMITTEE UNDER THE CHAIRMANSHIP OF AN ELECTED MEMBER OF COUNCIL.

AFTER OPENING, ALL TENDERS WILL BE CHECKED BY CITY OFFICIALS FOR ARITHMETICAL ERRORS, CORRECT DEPOSITS AND ANY OTHER IRREGULARITIES. IF ARITHMETICAL ERRORS ARE FOUND IN A UNIT PRICE CONTRACT, THE UNIT PRICE TENDERED SHALL GOVERN AND THE EXTENSION(S) AND ADDITION(S) SHALL BE CORRECTED ACCORDINGLY. THE LOWEST OR ANY TENDER NEED NOT NECESSARILY BE ACCEPTED.

7. UNBALANCED TENDER :

EACH ITEM IN THE FORM OF TENDER SHALL BE REASONABLY PRICED FOR SUCH ITEM. TENDERS THAT CONTAIN PRICES WHICH APPEAR TO BE UNBALANCED AS TO AFFECT ADVERSELY THE INTEREST OF THE OWNER MAY BE REJECTED.

8. EXECUTION OF CONTRACT :

THE CONTRACTOR TO WHOM THIS CONTRACT IS AWARDED WILL BE REQUIRED TO EXECUTE THE CONTRACT WITHIN TEN (10) WORKING DAYS FROM THE DATE OF MAILING OF NOTICE OF AWARD BY THE OWNER AND MUST RETURN WITHIN THE TEN (10) WORKING DAYS MENTIONED ABOVE, THE FOLLOWING ITEMS:-

- A. FOUR (4) COPIES OF THE EXECUTED CONTRACT DOCUMENTS.
- B. A PERFORMANCE AND MAINTENANCE BOND OR CASH DEPOSIT AS DESCRIBED ABOVE.
- C. A CERTIFIED COPY OF THE CONTRACTOR'S INSURANCE POLICY WHICH SHALL BE A MINIMUM OF \$1,000,000.00 ALL INCLUSIVE AS DESCRIBED IN THE GENERAL CONDITIONS, SECTION 106-2.
- D. A WORKMEN'S COMPENSATION DECLARATION PROPERLY SIGNED AND WITNESSED.

IF THIS TENDER HAS NOT BEEN ACCEPTED BY THE OWNER AFTER SIXTY (60) DAYS HAS ELAPSED FROM THE DATE OF TENDER OPENING, THE TENDER DEPOSIT WILL BE RETURNED ON DEMAND. NO ADDITIONAL PAYMENTS WILL BE MADE IN THE EVENT OF DELAY IN EXECUTING THE AGREEMENT.

9. OMISSIONS AND DISCREPANCIES :

SHOULD A TENDERER FIND DISCREPANCIES IN, OR OMISSIONS FROM THE DRAWINGS OR CONTRACT DOCUMENTS, OR SHOULD HE BE IN DOUBT AS TO THEIR MEANING, HE SHOULD NOTIFY THE COMMISSIONER OF PUBLIC WORKS AS SOON AS POSSIBLE WHO MAY SEND A WRITTEN INSTRUCTION OR AN ADDENDUM TO ALL TENDERERS.

10. CONSTRUCTION SAFETY ACT :

IT IS SPECIFICALLY DRAWN TO THE ATTENTION OF THE CONTRACTOR THAT THE CONSTRUCTION SAFETY ACT, 1973 OR LATEST REVISION, APPLIES TO THIS CONTRACT AND ALL CONDITIONS SET OUT THEREIN MUST BE COMPLIED WITH.

11. QUALITY OF WORKMANSHIP :

ALL WORKMANSHIP SHALL BE IN EVERY RESPECT IN ACCORDANCE WITH THE BEST MODERN PRACTICE. WHENEVER THE GENERAL CONDITIONS AND SPECIFICATIONS, OR DIRECTIONS OF THE COMMISSIONER OR HIS REPRESENTATIVE ADMIT OF A REASONABLE DOUBT ABOUT WHAT IS PERMISSIBLE, AND WHEN THEY FAIL TO STATE QUALITY OF ANY WORK, THE INTERPRETATION WHICH REQUIRES THE BEST QUALITY OF WORK IS TO BE FOLLOWED.

12. PAYMENT :

PAYMENT FOR MATERIALS SUPPLIED AND WORK COMPLETED SHALL BE ON A MONTHLY BASIS AT THE RATE OF 85%, PROVIDING FOR A 15% HOLDBACK IN ACCORDANCE WITH THE MECHANIC'S LIEN ACT, AND AS SET OUT IN SECTION 108.3 OF THE GENERAL CONDITIONS.

AFTER PERFORMANCE ACCEPTANCE OF THE WORKS, AND IN ACCORDANCE WITH THE MECHANIC'S LIEN ACT, THE HOLDBACK WILL BE PAID TO THE CONTRACTOR UPON RECEIPT OF A STATUTORY DECLARATION THAT ALL ACCOUNTS AND LABOUR HAVE BEEN PAID IN FULL.

UPON INSPECTION AND CORRECTION OF ANY DEFICIENCIES TO THE SATISFACTION OF THE COMMISSIONER, THE PERFORMANCE DEPOSIT WILL BE RETURNED TO THE CONTRACTOR.

13. SUBLETTING :

IT SHALL BE A CONDITION OF THIS CONTRACT THAT THE CONTRACTOR SHALL BE REQUIRED TO CARRY OUT, USING HIS OWN FORCES, THE MINIMUM AMOUNT OF FIFTY PERCENT (50%) OF THE TOTAL CONTRACT PRICE; THAT IS, THE PRIME CONTRACTOR SHALL NOT SUB-CONTRACT MORE THAN FIFTY PERCENTUM (50%) OF THE TOTAL CONTRACT PRICE. THE CONTRACTOR, IN ADDITION, SHALL NOT SUBLET ANY PORTION OF THE WORK WITHOUT FIRST OBTAINING WRITTEN APPROVAL FROM THE COMMISSIONER OF PUBLIC WORKS TO DO SO. THIS REQUIREMENT DOES NOT INCLUDE THE SUPPLY OF MATERIALS.

14. CLEAN-UP :

THE CONTRACTOR WILL BE RESPONSIBLE FOR THE CLEANING UP OF THE ROADWAY ALLOWANCE FROM ALL DIRT, DEBRIS, AND ANY OTHER RUBBISH FROM HIS OPERATIONS AND SHALL PROCEED WITH SUCH CLEAN-UP FORTHWITH WHEN REQUESTED BY THE COMMISSIONER. IN CASE OF UNDUE DELAY, THE COMMISSIONER WILL CARRY OUT THESE OPERATIONS WITH CITY FORCES, AND DEDUCT ALL COSTS INCURRED FROM MONIES DUE TO THE CONTRACTOR.

15. PUBLIC CONVENIENCE AND SAFETY :

IN CARRYING OUT THE WORK OR ANY PORTION THEREOF, THE CONVENIENCE OF THE PUBLIC MUST ALWAYS BE SPECIALLY CONSIDERED AND PROVIDED FOR BY THE CONTRACTOR WHO MUST NOT OBSTRUCT ANY STREET, THOROUGHFARE OR FOOTWALK LONGER OR TO ANY GREATER EXTENT THAN IS ABSOLUTELY NECESSARY IN THE OPINION OF THE COMMISSIONER OR HIS DESIGNATE.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ANY AND ALL SIGNS, BARRICADES, CONES, FLAGMEN, ETC. TO ENSURE CONTINUAL SAFETY TO THE GENERAL PUBLIC, CORPORATION REPRESENTATIVES AND HIS OWN EMPLOYEES EVEN IF CONDITIONS DICTATE PROTECTION REQUIREMENTS ABOVE AND BEYOND THE MINIMUMS STATED IN THIS CONTRACT. THE COMMISSIONER OR HIS DESIGNATE SHALL BE THE FINAL JUDGE AS TO THE ADEQUACY OF ANY PROTECTION FACILITIES.

16. INSPECTOR AND INSPECTOR'S POWERS :

ALL WORK TO BE DONE UNDER THIS CONTRACT SHALL BE DONE TO THE SATISFACTION OF THE COMMISSIONER, OR OF THE INSPECTOR AUTHORIZED TO ACT FOR HIM. INSPECTORS ARE REQUIRED TO BE PRESENT AT ALL TIMES THAT THE CONTRACTOR IS WORKING AND SEE THAT THE PROVISIONS OF THE SPECIFICATIONS ARE ADHERED TO, ESPECIALLY WITH REGARD TO QUALITY OF WORKMANSHIP AND MATERIALS AND ESTABLISHING QUANTITIES OF PAINT USED OR THE NUMBER OF HOURS REQUIRED TO LAYOUT AND PRE-MARK TO HIS SATISFACTION.

17. ERRORS BY CONTRACTOR :

CHANGES, ERRORS OR POOR WORKMANSHIP IN PAVEMENT MARKING MADE BY THE CONTRACTOR, HIS AGENTS, WORKMEN OR EMPLOYEES, EITHER THROUGH CARELESSNESS OR OTHERWISE MUST BE REMOVED AND CORRECTED BY THE CONTRACTOR AT HIS EXPENSE, WITHIN TWO (2) DAYS OF THE ERROR BEING MADE, OR OF THE CONTRACTOR BEING ADVISED OF THE ERROR BY THE COMMISSIONER OR HIS DESIGNATE.

THE CONTRACTOR SHALL HAVE THE MARKINGS REMOVED BY GRINDING. THE CORPORATION SHALL NOT ACCEPT THE USE OF BLACKOUT PAINT AND WILL ACCEPT THE USE OF "STRIPALENE" ONLY IN SPECIFICALLY APPROVED INSTANCES. THE CORPORATION MUST APPROVE THE COMPANY PROPOSED BY THE CONTRACTOR FOR ANY GRINDING REQUIRED. IF THE CONTRACTOR DOES THE GRINDING WITH HIS OWN FORCES, HE MUST BE PREPARED TO SHOW THAT HE AND HIS MEN ARE COMPETENT IN THE PERFORMANCE OF THIS WORK.

18. COMMENCEMENT, COMPLETION AND CALL BACK :

WORK ON THIS CONTRACT IS TO COMMENCE ON MAY 1, 1979 OR AS SHORTLY THEREAFTER AS THE ROAD OR WEATHER CONDITIONS PERMIT. A START WORK ORDER SHALL BE ISSUED BY THE COMMISSIONER TO THE CONTRACTOR. THE SUCCESSFUL BIDDER, IN SUBMITTING THIS TENDER, HEREBY AGREES TO COMMENCE WORK WITHIN TEN (10) WORKING DAYS OF THE ISSUANCE OF THIS ORDER, AND ALSO TO CONTINUE WORKING IN A CONTINUOUS OPERATION SO AS TO COMPLETE THE MAIN PROGRAM AS QUICKLY AS POSSIBLE TO THE COMMISSIONER'S SATISFACTION AND IN ANY EVENT, WITHIN A PERIOD OF THIRTY (30) WORKING DAYS.

THE CONTRACTOR WILL BE EXPECTED TO COMMENCE WORK ON SECOND APPLICATION ON OR ABOUT AUGUST 15TH AS DETERMINED BY THE COMMISSIONER AND AS WILL BE CONGRUENT WITH THE WORKING DAY DEFINITION. AS IN FIRST APPLICATION THE CONTRACTOR WILL BE EXPECTED TO WORK AS QUICKLY AS POSSIBLE TO COMPLETE THE MAIN PORTION OF THIS PROGRAM TO THE COMMISSIONER'S SATISFACTION AND IN ANY EVENT WITHIN A PERIOD OF THIRTY (30) DAYS.

ON ALL "CALL-BACK WORK", THE CORPORATION SHALL ADVISE THE CONTRACTOR AS TO WHEN HE IS TO BE BACK ON THE JOB, GIVING A MINIMUM FIVE (5) DAYS NOTICE. THE CONTRACTOR AGREES TO BE ON THE JOB AND TO COMMENCE WORK ON THE DATE GIVEN, AND ALSO TO CONTINUE WORKING IN A CONTINUOUS OPERATION SO AS TO COMPLETE THE JOB AS QUICKLY AS POSSIBLE TO THE COMMISSIONER'S SATISFACTION AND IN ANY EVENT, WITHIN A PERIOD OF FIVE (5) WORKING DAYS, UNLESS OTHERWISE AGREED UPON BY THE COMMISSIONER BEFORE THE WORK COMMENCES.

IN THIS CONTRACT "CALL-BACK WORK" SHALL BE DEFINED AS ALL WORK NECESSARY BECAUSE OF CONSTRUCTION, RECONSTRUCTION, RESURFACING OR ANY OTHER ITEM OR REASON DEEMED RELATIVE BY THE COMMISSIONER OTHER THAN THE MAIN PORTIONS OF THE FIRST AND SECOND APPLICATIONS.

A WORKING DAY IS DEFINED AS ANY DAY EXCEPT:

- (A) SATURDAYS, SUNDAYS (PRIOR TO 10:00 P.M.) AND STATUTORY HOLIDAYS.
- (B) A DAY WHEN THE TEMPERATURE IS BELOW 10°C IN THE SHADE, WHEN THERE IS RAINFALL OR FOG OR WHEN THE PAVEMENT IS NOT PERFECTLY DRY.

19. LIQUIDATED DAMAGES :

IT IS AGREED BY THE PARTIES TO THE CONTRACT THAT IN CASE ALL THE WORK CALLED FOR UNDER THE CONTRACT IS NOT FINISHED OR COMPLETED UPON THE EXPIRY OF THE DATE OF COMPLETION AS SET FORTH IN SECTION 18 ABOVE, DAMAGE WILL BE SUSTAINED BY THE CORPORATION AND THAT IT IS AND WILL BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ASCERTAIN AND DETERMINE THE ACTUAL DAMAGE WHICH THE CORPORATION WILL SUSTAIN IN THE EVENT OF AND BY ANY REASON OF SUCH DELAY, AND THE PARTIES HERETO AGREE THAT THE CONTRACTOR WILL PAY TO THE CORPORATION THE SUM OF TWENTY-FIVE DOLLARS (\$25.00) PER DAY, FOR LIQUIDATED DAMAGES FOR EACH AND EVERY CALENDAR DAY'S



19. LIQUIDATED DAMAGES (CONT'D) :

DELAY IN FINISHING THE WORK IN EXCESS OF THE COMPLETION DATE AND IT IS AGREED THAT THIS AMOUNT IS AN ESTIMATE OF THE ACTUAL DAMAGES TO THE CORPORATION WHICH WILL ACCRUE DURING THE PERIOD IN EXCESS OF THE COMPLETION DATE.

THE CORPORATION MAY DEDUCT ANY AMOUNT DUE UNDER THIS PARAGRAPH FROM ANY MONIES THAT MAY BE DUE OR PAYABLE TO THE CONTRACTOR ON ANY ACCOUNT WHATSOEVER. THE LIQUIDATED DAMAGES PAYABLE UNDER THIS PARAGRAPH ARE IN ADDITION TO AND WITHOUT PREJUDICE TO ANY OTHER REMEDY, ACTION OR OTHER ALTERNATIVE THAT MAY BE AVAILABLE TO THE CORPORATION.

THE CONTRACTOR SHALL NOT BE ASSESSED WITH LIQUIDATED DAMAGES FOR ANY DELAY CAUSED BY ACTS OF GOD, OR THE PUBLIC ENEMY, OR OF ANY FOREIGN STATE, FIRE, FLOOD, EPIDEMICS, QUARANTINE RESTRICTIONS, EMBARGOES, OR DELAYS OF SUB-CONTRACTORS DUE TO SUCH CAUSES.

IF THE TIME AVAILABLE FOR COMPLETION OF THE WORK IS INCREASED OR DECREASED BY REASON OF ALTERATIONS OR CHANGES TO THE CONTRACT, THE COMPLETION DATE SHALL BE REVISED, AS DETERMINED BY THE COMMISSIONER.

20. BREACH OF CONTRACT :

THE CORPORATION OF THE CITY OF BRAMPTON RESERVES THE RIGHT, IF THE COMMISSIONER SHALL DEEM THE CONTRACTOR GUILTY OF A BREACH OF ANY PORTION OF THIS CONTRACT, TO TAKE OVER AND COMPLETE THE WORK, OR ANY PART OF THE WORK AS AGENT FOR THE CONTRACTOR AND AT THE EXPENSE OF THE CONTRACTOR, EITHER DIRECTLY OR THROUGH THE OPERATION OF OTHER CONTRACTORS. LIKEWISE, THE CORPORATION SHALL HAVE THE SAME RIGHT IF THE CONTRACTOR SHALL BECOME BANKRUPT OR IF HIS PROPERTY AND AFFAIRS SHALL BE PLACED UNDER THE CONTROL OF A RECEIVER OR TRUSTEE.

21. PERIOD OF CONTRACT :

ALL PRICES AS TENDERED ARE TO REMAIN IN EFFECT FROM MAY 1ST, 1979 TO DECEMBER 31ST, 1979.

22. MEASUREMENT OF QUANTITIES :

THE CONTRACTOR SHALL PROVIDE A MEANS OF ACCURATE MEASUREMENT OF GALLONAGE OF PAINT, WHICH THE CORPORATION'S INSPECTOR SHALL USE TO DETERMINE THE EXACT GALLONAGE APPLIED EACH DAY. SIMILARLY, THE CONTRACTOR SHALL PROVIDE A MEANS OF ACCURATELY MEASURING THE QUANTITY OF REFLECTORIZED GLASS BEADS APPLIED EACH DAY. IF A QUESTION ARISES AS TO THE QUANTITY OF MATERIAL USED, OR THE AMOUNT OF HOURS SPENT PRE-MARKING THE CORPORATION'S INSPECTOR SHALL DETERMINE THE QUANTITIES, AND HOURS TO THE BEST OF HIS ABILITY AND THOSE QUANTITIES SHALL BE THE ONLY ONES ACCEPTED BY THE COMMISSIONER.

23. RECORDS :

IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL TENDERER TO KEEP ACCURATE RECORDS OF WHERE PAINT AND BEADS WERE USED AND QUANTITIES APPLIED AS WELL AS THE NUMBER OF HOURS THAT WERE REQUIRED FOR PRE-MARKING. RECORDS OF DAY TO DAY WORK SHALL BE FORWARDED TO THE CORPORATION ON A DAILY BASIS AND MUST INCLUDE THE FOLLOWING INFORMATION :

(A) APPLICATION OF PAINT AND BEADS

- I) NUMBER OF GALLONS OF PAINT USED IN TRUCK MOUNTED APPLICATION (WHITE AND YELLOW LISTED SEPARATELY)
- II) NUMBER OF GALLONS OF PAINT USED IN TRUCK MOUNTED APPLICATION OF "TAILS"
- III) QUANTITY OF GLASS BEADS USED

(B) PRE-MARKING

- I) NUMBER OF MEN IN CREW
- II) NUMBER OF HOURS OF PRE-MARKING
- III) TOTAL NUMBER OF MAN/HOURS

THE DAILY RECORDS MUST BE PREPARED IN TRIPLICATE. TWO (2) COPIES SHALL BE SUPPLIED TO THE CORPORATION AND ONE (1) COPY RETAINED BY THE CONTRACTOR. THESE RECORDS MUST BE SIGNED BY BOTH THE CORPORATION'S INSPECTOR AND THE CONTRACTOR OTHERWISE THEY WILL NOT BE ACCEPTED BY THE COMMISSIONER OR HIS REPRESENTATIVE. THESE RECORDS WILL BE THE ONLY MEANS USED TO DETERMINE THE REMUNERATION TO WHICH THE CONTRACTOR IS ENTITLED.

24. LOSS OR DAMAGE OF EQUIPMENT :

THE SUCCESSFUL TENDERER SHALL ASSUME FINANCIAL RESPONSIBILITY FOR LOSS OR DAMAGE TO HIS EQUIPMENT WHILE PERFORMING WORK COVERED BY THIS TENDER AND PERSONAL INJURY SUSTAINED BY HIMSELF AND/OR HIS EMPLOYEES ENGAGED IN THE WORK. THE SUCCESSFUL TENDERER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR SERVICES ARISING OUT OF THE PERFORMANCE OF THE WORK COVERED BY THIS TENDER AND SHALL INDEMNIFY AND SAVE HARMLESS THE CORPORATION OF THE CITY OF BRAMPTON FROM ALL CLAIMS FOR DAMAGES ARISING OUT OF THE PERFORMANCE OF SAID WORK.

25. MEETING WITH COMMISSIONER :

PRIOR TO COMMENCING WORK THE SUCCESSFUL TENDERER SHALL MEET WITH THE COMMISSIONER OR HIS REPRESENTATIVE TO DISCUSS THE JOB AND SET OUT THE ROAD SCHEDULE.

26. AWARD OF CONTRACT :

THE TENDERER SHALL NOTE THAT THIS CONTRACT IS SUBJECT TO MINISTRY OF TRANSPORTATION AND COMMUNICATIONS APPROVAL AND THE TENDERS SHALL NOT BE AWARDED UNTIL THESE APPROVALS ARE GRANTED.

SPECIAL PROVISIONS  
FOR  
PAVEMENT MARKINGS

## SPECIAL PROVISIONS FOR PAVEMENT MARKINGS

### 1. SCOPE OF WORK :

THE WORK INTENDED TO BE CARRIED OUT UNDER THIS CONTRACT SHALL INCLUDE SUPPLYING OF ALL MACHINERY, AND LABOUR, NECESSARY FOR THE APPLICATION OF ALL PAVEMENT MARKING AND PRE-MARKING AND LAYOUT OF SAME, EXCEPT AS HEREIN OTHERWISE SPECIFIED. THE WORK SHALL CONSIST OF THE APPLICATION OF ALL CENTRE LINES, LANE LINES, EDGE LINES, RADIUS LINES, AND LEFT TURN LANE LINES, REQUIRED BY THE CORPORATION FOR THE TERM OF THE CONTRACT, EXCEPT AS HEREIN OTHERWISE SPECIFIED. THE WORK SHALL ALSO CONSIST OF ALL PRE-MARKING AND LAYOUT OF PAVEMENT MARKING AS REQUIRED BY THE CORPORATION FOR THE TERM OF THE CONTRACT. THE FULL SCOPE AND QUANTITY OF WORK SHALL BE DETERMINED BY THE COMMISSIONER.

IT IS INTENDED THAT PAVEMENT MARKING ON ALL MAJOR ROADS SHALL BE APPLIED TWICE DURING THE YEAR. THE FIRST APPLICATION SHALL BE AT THE BEGINNING OF THE TERM OF THE CONTRACT AND THE SECOND BEGINNING ON THE 15TH OF AUGUST OR AS SPECIFIED BY THE COMMISSIONER. IN ADDITION TO THE GENERAL PAVEMENT MARKING, THE CONTRACTOR SHALL BE REQUIRED TO RETURN TO LAYOUT, PRE-MARK AND PAINT, AT THE SAME TENDERED PRICE, ANY SUCH ROADS AS MAY BE CONSTRUCTED, RECONSTRUCTED AND RESURFACED DURING THE CALENDAR YEAR IN WHICH THE CONTRACT IS IN FORCE.

IT SHOULD BE NOTED THAT THE SUPPLY OF ALL PAINT, REFLECTIVE GLASS BEADS, THINNERS, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. HOWEVER, THIS DOES NOT IN ANYWAY LESSEN THE COMMISSIONER'S RIGHT TO REJECT THE USE OF ANY MATERIAL WHICH, IN HIS OPINION, IS OF INFERIOR QUALITY AND WOULD IN ANYWAY CONTRIBUTE TO AN END PRODUCT BELOW ACCEPTABLE STANDARDS.

### 2. SCHEDULE OF WORK :

THE CONTRACTOR SHALL BE PREPARED TO COMMENCE WORK ON MAY 1ST, 1979 OR AS SOON THEREAFTER AS THE ROAD AND WEATHER CONDITIONS ALLOW. IN ALL CASES THE WORK WILL BE DONE DURING THE NIGHT WHEN TRAFFIC VOLUME IS AT A MINIMUM, EXCEPT WHEN SPECIFIC PERMISSION TO WORK DURING THE DAY IS GRANTED BY THE COMMISSIONER. NO WEEK-END WORK WILL BE ALLOWED.

A DETAILED SCHEDULE OF WORK WILL BE PREPARED BY THE COMMISSIONER AND DISCUSSED WITH THE CONTRACTOR PRIOR TO ANY WORK BEING CARRIED OUT.

ANY ADDITIONAL COSTS INCURRED BY THE TENDERER DUE TO WORKING THE HOURS SPECIFIED BY THE COMMISSIONER SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

3. ESTIMATED QUANTITIES :

THE QUANTITIES AS SHOWN UNDER ALL ITEMS IN THE FORM OF TENDER ARE ESTIMATES ONLY. THE COMMISSIONER RESERVES THE RIGHT TO ALTER THESE QUANTITIES TO ANY DEGREE WITH NO CHANGE IN THE UNIT PRICES.

4. STORAGE OF PAINT & GLASS BEADS :

(A) THE CONTRACTOR WILL BE REQUIRED TO HAVE ALL PAINT AND GLASS BEADS TO BE USED IN CONJUNCTION WITH THE CONTRACT DELIVERED TO THE CITY OF BRAMPTON SNELGROVE WORKS YARD. THE MATERIALS SHALL BE STORED IN A SECURITY AREA ACCESSABLE BY THE CONTRACTOR. THE CONTRACTOR WILL BE REQUIRED TO LOAD ALL PAINT AND GLASS BEADS AT THE WORKS YARD AND IN THE PRESENCE OF THE INSPECTOR. THE CONTRACTOR WILL BE REQUIRED TO HAVE SUFFICIENT PAINT AND BEADS STOCKPILED AT THE CITY WORKS YARD TO FACILITATE CONTINUAL AND UN-INTERRUPTED PAINTING AS REQUIRED UNDER THE TERMS OF THIS CONTRACT.

IT SHOULD BE NOTED THAT THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSAL OF ALL EMPTY PAINT AND GLASS BEAD CONTAINERS.

(B) IT SHOULD BE NOTED THAT THE CONTRACTOR WILL BE RESPONSIBLE FOR KEEPING THAT AREA ALLOTTED TO HIM CLEAN. CARE SHOULD BE TAKEN TO CLEAN ANY SPILLED MATERIALS IMMEDIATELY.

(C) TO REDUCE THE HAZARD OF FIRE, EXPLOSION, ETC. THE CONTRACTOR SHALL NOT HAVE ANY PAINT CONTAINERS OR THINNERS CONTAINERS OPEN EXCEPT WHILE ACTUALLY WORKING WITH THOSE SPECIFIC MATERIALS. BEFORE LEAVING THE SITE ALL CONTAINERS SHALL BE PROPERLY CLOSED AND SEALED.

5. QUALITY OF TRAFFIC PAINT :

THE TYPE OF PAINT TO BE USED SHALL BE ONE OF THOSE APPROVED BY THE MINISTRY OF TRANSPORTATION AND COMMUNICATIONS. THE COLOUR OF THE PAINT SHALL BE IN ACCORDANCE WITH THE CURRENT MINISTRY OF TRANSPORTATION AND COMMUNICATIONS STANDARDS.

THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THE CORPORATION WITH THE FOLLOWING CONCERNING THE PAINT HE PROPOSES TO USE :

- (A) NAME OF MANUFACTURER
- (B) MANUFACTURERS BATCH NUMBER
- (C) M.T.C. APPROVAL NUMBER
- (D) DOCUMENTATION VARYING THAT THE SPECIFIC PAINT TO BE USED DOES MEET M.T.C. SPECIFICATIONS, (ACCEPTABLE DOCUMENTATION SHOULD BE IN THE FORM OF M.T.C. ANALYSIS PERFORMED AT THEIR TESTING LABORATORIES) OR A SUFFICIENT SAMPLE OF PAINT TO ALLOW THE CORPORATION TO HAVE THE PAINT ANALYSED. THE SAMPLE SHALL BE ACQUIRED FROM THE PAINT THE CONTRACTOR STOCK PILES WITH THE CORPORATION.

5. QUALITY OF TRAFFIC PAINT (CONT'D) :

IN THE EVENT THE CONTRACTOR MUST ACQUIRE MORE PAINT DURING THE LIFE OF THIS CONTRACT, THE PROCEDURE DESCRIBED MUST BE FOLLOWED FOR EACH NEW BATCH OF PAINT. IT SHOULD BE NOTED THAT THESE REQUIREMENTS APPLY TO WHITE AND YELLOW PAINT SEPARATELY.

6. QUALITY OF GLASS BEADS :

THE TYPE OF GLASS BEADS TO BE USED SHALL BE THOSE APPROVED BY THE MINISTRY OF TRANSPORTATION AND COMMUNICATIONS. THE TYPE, SIZE AND REFLECTIVITY OF THE BEADS SHALL BE IN ACCORDANCE WITH THE CURRENT MINISTRY OF TRANSPORTATION AND COMMUNICATIONS STANDARDS.

THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THE CORPORATION WITH THE FOLLOWING CONCERNING THE GLASS BEADS HE PROPOSES TO USE :

- (A) NAME OF MANUFACTURER
- (B) MANUFACTURERS BATCH NUMBER
- (C) M.T.C. APPROVAL NUMBER
- (D) DOCUMENTATION VARYING THAT THE SPECIFIC BEADS TO BE USED DO MEET M.T.C. SPECIFICATIONS, (ACCEPTABLE DOCUMENTATION SHOULD BE IN THE FORM OF M.T.C. ANALYSIS PERFORMED AT THEIR TESTING LABORATORIES) OR A SUFFICIENT SAMPLE OF BEADS TO ALLOW THE CORPORATION TO HAVE THE BEADS ANALYSED. THE SAMPLE SHALL BE ACQUIRED FROM THE GLASS BEADS THE CONTRACTOR STOCK PILES WITH THE CORPORATION.

IN THE EVENT THE CONTRACTOR MUST ACQUIRE MORE BEADS DURING THE LIFE OF THIS CONTRACT, THE PROCEDURE DESCRIBED MUST BE FOLLOWED FOR EACH NEW BATCH.

7. APPLICATION :

(A) PAINT

THE RATE OF PAINT APPLICATION IS TO BE A MINIMUM OF 72 METRES (240 FEET) PER GALLON AND A MAXIMUM OF 60 METRES (200 FEET) PER GALLON OF PAINT.

NO THINNERS SHALL BE MIXED WITH THE PAINT WITHOUT SPECIFIC APPROVAL OF THE COMMISSIONER OR HIS REPRESENTATIVE. AT NO TIME SHALL GASOLINE BE ACCEPTABLE AS A THINNER.

THE WIDTH OF LINE APPLIED IS TO BE APPROXIMATELY  $11\frac{1}{2}$  CENTIMETRES ( $4\frac{1}{2}$  INCHES). WHERE A DOUBLE LINE IS APPLIED THE SPACE BETWEEN THE TWO LINES SHALL BE APPROXIMATELY  $11\frac{1}{2}$  CENTIMETRES ( $4\frac{1}{2}$  INCHES).

WET PAINT FILM THICKNESS SHALL BE RANGE FROM .014-.016 INCHES

ALL LINES TO BE APPLIED IN ACCORDANCE TO THE ONTARIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, UNLESS OTHERWISE SPECIFIED.

7. APPLICATION (CONT'D) :

(B) GLASS BEADS

THE RATE OF BEAD APPLICATION IS TO BE SEVEN POUNDS (7 LBS.) PER GALLON OF PAINT APPLIED.

IT SHOULD BE NOTED THAT THE CONTRACTOR IS EXPECTED TO SUPPLY AND APPLY "DROP ON" GLASS BEADS FOR ALL THE WORK PERFORMED UNDER THIS CONTRACT

PREMIX BEADS WILL NOT BE ACCEPTABLE UNDER THE TERMS OF THIS CONTRACT FOR ANY PURPOSE.

8. EQUIPMENT :

(A) TRUCK MOUNTED APPLICATION EQUIPMENT

THE MINIMUM NUMBER OF VEHICLES REQUIRED FOR THE APPLICATION OF CENTRE LINE, LANE LINES, EDGE LINES AND ALL "LARGE" MACHINE FUNCTIONS SHALL BE A SELF PROPELLED PAVEMENT MARKING UNIT, AND ONE CONE TRUCK TO PUT DOWN CONES AND TO ACT AS A SAFETY WARNING TRUCK. THERE SHALL AT ALL TIMES BE A TRUCK BEHIND THE LINE STRIPING MACHINE DURING THE PAVEMENT MARKING OPERATION.

THE PAINT AND GLASS BEADS SHALL BE APPLIED WITH A SELF PROPELLED LANE LINE MARKING MACHINE. THE UNIT SHALL BE CAPABLE OF PRODUCING TOP QUALITY MARKING WITH TRUE EDGES FREE FROM WAVINESS OR VARIATIONS. THE UNIT SHALL HAVE POSITIVE SKIP LINE MECHANISMS CAPABLE OF APPLYING TWENTY FOOT SKIPS BETWEEN LINES AND SHALL BE CAPABLE OF SPRAYING AT THE FULL FORCE REQUIRED AS SOON AS IT IS TURNED ON AND TO REMAIN AT CONSTANT PRESSURE TO PRODUCE A UNIFORM SHADE, FREE OF VARIATION. THE APPLICATION OF THE DROP-ON BEADS SHALL TAKE PLACE SIMULTANEOUSLY.

THE UNIT SHALL BE EQUIPPED WITH TWO (2) TANKS CAPABLE OF HOLDING AT LEAST A TOTAL OF SIX HUNDRED (600) GALLONS OF PAINT WITH AT LEAST TWO PAINT GUNS, OUTBOARD RIGGER, PAINT PUMPS TO LOAD THE PAINT TANKS, BEAD BINS AND DISPENSERS TO APPLY THE REFLECTIVE GLASS BEADS. PREFERENCE MAY BE GIVEN TO UNITS, WHICH ALSO HAVE DUAL STEERING, INBOARD AND OUTBOARD RIGGERS, PAINT GUNS AND A PRESSURIZED GLASS BEAD SYSTEM WITH DISPENSERS BOTH INBOARD AND OUTBOARD.

THE UNIT SHALL BE EQUIPPED WITH A FULL COMPLEMENT OF LIGHTS FOR SAFETY AND NIGHT-TIME OPERATION. IN ADDITION TO STANDARD HEADLIGHTS AND TAIL LIGHTS ON THE TRUCK, THE SYSTEM OF LIGHTS FOR THIS UNIT SHALL INCLUDE AT LEAST TWO 360° ROTATING FLASHER LIGHTS MOUNTED ON THE ROOF OF THE TRUCK CAB, STANDARD FOUR-WAY FLASHERS AND RUNNING LIGHTS ON THE TRUCK AND BOOM. A FLUORESCENT RED FLAG SHALL ALSO BE INSTALLED AT THE END OF THE BOOM.

THE CONE TRUCK SHALL BE EQUIPPED WITH A SIMILAR SAFETY LIGHTING SYSTEM. THE MINIMUM LIGHTS REQUIRED, IN ADDITION TO THE STANDARD HEADLIGHTS AND TAIL LIGHTS, SHALL BE A 360° ROTATING FLASHER LIGHT MOUNTED ON THE ROOF OF THE TRUCK CAB AND STANDARD FOUR-WAY FLASHERS.

8. EQUIPMENT (CONT'D) :

THE CONTRACTOR SHALL EQUIP AT LEAST ONE (1) OF THESE TWO (2) TRUCKS WITH A WARNING SIGN MOUNTED IN SUCH A WAY TO INFORM THE MOTORIST AS TO THE PURPOSE OF THE EQUIPMENT. THIS SIGN SHALL ALSO GIVE PASSING DIRECTIONS. THE SIGN SHALL BE REFLECTORIZED OR INTERNALLY ILLUMINATED OR EXTERNALLY ILLUMINATED BY EXTRA LIGHTS ON THE TRUCK PLACED THERE FOR THE SOLE PURPOSE OF LIGHTING THE SIGN. THE SIGN MUST HAVE A MINIMUM SURFACE AREA OF FIFTEEN (15) SQUARE FEET. THIS SIGN SHALL BE DISPLAYED DURING ALL PAVEMENT MARKING OPERATIONS.

9. PRE-MARKING :

ALL LABOUR, MATERIALS AND EQUIPMENT NECESSARY FOR THE LAYOUT AND PRE-MARKING OF CITY ROADS SHALL BE SUPPLIED BY THE CONTRACTOR. PRE-MARKING SHALL BE REQUIRED ON ALL FRESHLY PAVED OR RESURFACED SECTIONS OF ROADS, AS WELL AS ON THOSE SECTIONS OF ROADS WHERE THE EXISTING MARKING IS SO FAINT AS TO BE IMPOSSIBLE TO FOLLOW, IN THE OPINION OF THE COMMISSIONER OR HIS REPRESENTATIVE. ALL NEW LAYOUT AND PAINTING OF EXISTING AREAS SHALL CONFORM TO THE LATEST ISSUE OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, FOR ONTARIO "PAVEMENT MARKING" SECTION AND/OR AS DIRECTED BY THE COMMISSIONER.

THE CONTRACTOR SHALL ENSURE THAT SIGNS ARE PLACED FACING APPROACHING TRAFFIC AT EACH END OF THE SECTION OF ROAD BEING PRE-MARKED, WARNING MOTORISTS OF THE MEN WORKING ON THE ROAD. THE BASIC PRE-MARKING CREW, PROVIDED BY THE CONTRACTOR SHALL CONSIST OF THREE (3) MEN. ALL MEMBERS OF THE CREW MUST WEAR RED SAFETY VESTS AT ALL TIMES. USE OF MORE THAN A THREE MAN CREW SHALL BE DONE ONLY WITH THE EXPRESS APPROVAL OF THE COMMISSIONER OR HIS REPRESENTATIVE.

10. DIRECTIONAL DIVIDING LINES AT STOP BARS (TAILS) :

THESE SHALL BE LOCATED WHERE NO CENTRE LINE MARKING HAS TAKEN PLACE AND ONLY IN PLACES AS DIRECTED BY THE COMMISSIONER. THE LINE SHALL EXTEND FROM THE OUTSIDE EDGE OF THE STOP BAR, BACK ALONG THE STREET A DISTANCE OF 45 METRES (150 FEET) ALONG THE THEORETICAL LINE DIVIDING THE TWO DIRECTIONS OF TRAFFIC FLOW. PAYMENT FOR THESE SHALL BE UNDER ITEM #2 IN THE FORM OF TENDER.

11. PROTECTION OF WORK :

THE CONTRACTOR SHALL ENSURE THAT ALL FRESHLY PAINTED LINES ARE SUITABLY MARKED AND IDENTIFIED BY THE PLACING OF SOLID FLUORESCENT CONES TO PROTECT THE FRESHLY LAID MATERIAL FROM BEING TRACKED OR SMEARED BY TRAFFIC. THESE CONES SHALL BE LEFT IN PLACE UNTIL THE PAINT IS DRY AND WILL NOT TRACK AND MUST BE PICKED UP BY THE CONTRACTOR WITHIN TWO HOURS AFTER THE PAINT IS DRY.



11. PROTECTION OF WORK (CONT'D) :

ALL TRAFFIC CONES SHALL BE EITHER 15 CENTIMETRES (6") OR 45 CENTIMETRES (18") IN HEIGHT, HAVE A SOLID CONICAL SHAPED BODY AND BE FLUORESCENT RED OR ORANGE IN COLOUR. THE OPEN SURFACE, RED, TRIANGULAR SHAPED CONES OR ANY OTHER MARKING DEVICES ARE NOT ACCEPTABLE AND MUST NOT BE USED.

IMMEDIATELY FOLLOWING TRUCK MOUNTED MARKING OPERATIONS THE CONTRACTOR SHALL DISTRIBUTE TRAFFIC CONES AT INTERVALS NOT GREATER THAN 15 METRES (50 FEET) TO PROTECT THE FRESHLY LAID PAINT. CONES USED WITH TRUCK MOUNTED OPERATIONS MAY BE THE 15 CENTIMETRE (6") TYPE.

GENERAL CONDITIONS

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SECTION 101

INTERPRETATION

101-1 "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 also 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.

101-2 "Contractor" — means the person, partnership or company undertaking the execution of the work under the terms of the Contract.

101-3 "Corporation" — means the municipal corporation entering into the Contract with the Contractor.

101-4 "Engineer" — means an engineer of the Corporation or such person designated in writing as the Engineer by the Corporation.

101-5 "Inspector" — means any person, partnership or company that the Engineer may appoint for the purpose of assisting in the supervision and inspection of the work and the materials to be used in the work.

101-6 "Major Item" — means any individually bid Tender item that has an actual value, calculated on the basis of its actual or estimated tender quantity, whichever is the larger, and its tender unit price, equal to or greater than 5% of the total tender value, calculated on the basis of the total of all the estimated tender quantities and the tender unit prices.

101-7 "Plans" or "Drawings" — The terms plans and drawings are used interchangeably and mean any contract plans or contract drawings or any approved working plans or approved working drawings or any reproductions of plans and drawings pertaining to the work.

"Contract Plans" or "Contract Drawings" — means plans or drawings provided by the Corporation for the work.

"Working Plans" or "Working Drawings" — means any plans or drawings prepared by the Contractor and approved by the Engineer for the execution of the work.

101-8 "Specifications" — 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 and works to be carried out 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 and works to be carried out under the Contract.

101-9 "Standard Specifications" — means the requirements and stipulations of standard practice by the Corporation for the control of work.

101-10 "Supplemental Specifications" — means the specifications, supplemental to the standard specifications.

101-11 "Special Provisions" — means special directions containing requirements peculiar to the work not adequately provided for by the standard or supplemental specifications.

101-12 "Subcontractor" — means a person, partnership or company 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, and who is paid either by a lump sum or by stated unit prices for the work to be done under such agreement.

101-13 "Work" — means the work undertaken by the Contractor pursuant to the provisions of the Contract.

101-14 The words "approval", "directed", "required", "considered necessary", "authorized", "acceptable", "satisfactory", or words of like import, shall mean approval of, directed, required, considered necessary or authorized by and acceptable or satisfactory to the Engineer.

SECTION 102

CONTRACTOR'S INVESTIGATIONS, SURETY AND CONFORMITY OF WORK WITH PLANS AND SPECIFICATIONS

102-1 Conformity of Work with Plans and Specifications

The Contractor shall perform all work and shall furnish all materials and complete the whole of the work in strict conformance with the plans and specifications.

102-2 Contractor's Investigations

The Contractor declares that in tendering for the work and in entering into the contract, he has either investigated for himself the character of the work to be done and all local conditions including the location of any utility which can be determined from the records or other information available at the offices of any person, partnership, Corporation, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility, that might affect his Tender or his acceptance of the work, or that, not having so investigated, and except as hereinafter provided he is willing to assume and does assume, all risk of conditions now existing or arising in the course of the work which might or could make the work, or any items thereof more expensive in character, or more onerous to fulfill, than was contemplated or known when the tender was made or the contract signed.

The Contractor also declares that in tendering for the work and in entering into the

contract he did not and does not rely upon information furnished by the Corporation or any of its servants or agents respecting the nature or conformation of the ground at the site of the work, or the location, character, quality or quantity of the materials to be removed, or to be employed in the construction of the work, or the character of the equipment or facilities needed to perform the work, or the general and local conditions and all other matters which could in any way affect the performance of the work under the contract other than information furnished in writing for or in connection with the tender or the contract by the Engineer.

102-3 Surety and Deposit

The performance and any 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, proof of Workman's Compensation Board coverage submitted, and the performance and any payment bonds or cash or collateral deposited with and approved by the Corporation.

## SECTION 103

## SCOPE OF WORK

## 103-1 Estimated Quantities

The estimated quantities set forth in the tender are approximate only. If the quantity of work to be done and material to be furnished exceeds or is less than the estimated quantity, the Contractor shall proceed with the work and payment will be made for the actual amount of work done and material furnished at the unit prices set forth in the contract except as provided below.

- (a) In the case of a major item where the quantity of work done or material furnished exceeds the tender amount by more than 20 percent and where with such overrun the unit cost of the work done or material furnished is higher or lower than the tender price, then upon the written request of either party to the contract, negotiations shall be carried out as soon as reasonably possible to determine the revised unit price. Adjustments of compensation shall be applied only to the final quantity less 120 percent of the tender quantity. The revised unit price shall be based on the actual cost plus a reasonable allowance for profit and applicable overhead.
- (b) In the case of a major item, where the quantity of work done or material furnished is less than the tender quantity by more than 20 percent, an allowance to compensate for the Contractor's losses in fixed costs will be made at a rate equal to 10 percent of the tender unit price on the amount of under-run in excess of 20 percent of the tender quantity.

## 103-2 Changes and Alterations

The Corporation may, by order in writing, at any time before or after the commencement of the work, delete, extend, increase, decrease, vary, or otherwise alter the work to be done or material to be furnished or any part thereof. If the character of the work to be done or material to be furnished is actually changed from that on which the Contractor based his bid, by reason of such written order of the Engineer or by reason

of incorrect written information supplied by the Corporation, and if the change increases or decreases the cost of the work to be done or material to be furnished, the Contractor shall proceed with the work to be done and upon the written request of either party to the contract, negotiations shall, as soon as reasonably possible, be carried out to determine the amount of compensation to be paid, provided that if such change in character relates solely to quantities, it shall be dealt with under Sub-Section 103-1 and not otherwise.

## 103-3 Extra Work

Where the Engineer directs or otherwise authorizes the Contractor in writing to undertake work in addition to that provided for in the contract and for which the Engineer and the Contractor agree that there is no applicable tender item, the Contractor shall proceed with the work and such work shall be considered extra work and shall be paid for as negotiated.

Where it is impractical to negotiate a price or where agreement cannot be reached on a price for approved extra work, payment for such work may be made on a time and material basis as provided in subsection 108-4.

## 103-4 Cleaning up Before Acceptance

Before any work shall be finally accepted by the Corporation, the Contractor shall make such replacements of improper materials and such corrections of faulty workmanship as have been directed by the Engineer and do such trimming and disposal of rubbish and surplus materials as to leave the work neat and presentable.

## 103-5 Acceptance of the Work

The Contractor shall notify the Engineer in writing when, in the opinion of the Contractor, the work has been satisfactorily

completed and the Engineer shall then cause the work to be inspected. The Contractor may notify the Engineer in writing when, in the opinion of the Contractor, a portion of the work has been completed and if the Engineer is of the opinion that such portion is a significant portion of the project, the Engineer may then cause the portion to be inspected. When the whole of the works or the portion thereof is found by the Engineer

to be completed in accordance with the plans and specification, the Engineer, subject to any extended warranties on material and workmanship, and subject to the provisions of Subsection 104-1, may give notice of acceptance in writing to the Contractor and the Corporation shall henceforth assume the maintenance of the accepted work or portion thereof.

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SECTION 104

CONTROL OF THE WORK

104-1 Engineer's Authority

The Engineer may supervise and direct all work to the extent of ensuring the fulfillment of the contract and the completion of the work in accordance with the plans and specifications. He shall determine the quantities of the several kinds of work which are to be paid for under 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 the 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 at all times and at his own expense furnish all reasonable aid and assistance required by the Engineer or any 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 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 defective work or material and except as otherwise provided herein the Contractor shall be and remain liable for such defective work or material and any loss, costs, charges or expenses in connection therewith.

104-2 Claims and Negotiations

Where the Contractor wishes to submit a claim or to request a negotiation, the Contractor shall give notice on the form prescribed by the Engineer within 7 days of the date of commencement of that specific portion of the tender item or other work out of which the claim or request for negotiation arises. The Contractor shall submit claims not later than 30 days after the date of his receipt of the final detailed statement for the entire work, identifying the item or items in respect of which the claim arises

the grounds upon which the claim is made, and the records maintained by the Contractor under Subsection 108-8 which support such claim. The Corporation may require the Contractor to submit such further and other particulars as the Corporation might require to assess the claim and the Contractor shall submit the information within 30 days therefore.

104-3 Right of the Engineer to Modify Methods and Equipment

The Contractor shall make such alterations in his method, equipment and working forces as the Engineer in writing directs if at any time the method or equipment or working forces are found by the Engineer to be unsafe or inadequate to ensure the protection, safety or quality of the work or to ensure a rate of progress sufficient in the opinion of the Engineer to complete the work within the time limited therefore under the contract, but notwithstanding the foregoing, the onus is on the Contractor to ensure that such required safety protection, progress and quality of the work are maintained.

104-4 Plans and Working Drawings

When the nature of the work so requires, the Corporation will provide the Contractor with plans showing the details of the construction required. Working drawings showing shop details, erection diagrams, falsework, formwork and such other details as may be required for the work and which are not shown on the drawings furnished by the Corporation shall be provided by the Contractor in as many copies as required.

Work related to the working drawings shall not proceed until such drawings have been approved by the Engineer. Approval by the Engineer shall not relieve the Contractor from any responsibility for the adequacy or soundness of such working drawings or for the work they represent.

104-5 Deviation from Plans

The Contractor shall not deviate from the contract plans, specifications and approved working drawings without the consent in writing of the Engineer.



#### 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) Contract Plans
- (iii) Supplemental Specifications
- (iv) Standard Specifications
- (v) Tender
- (vi) General Conditions
- (vii) Working Drawings

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 the 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 only set such stakes as he may deem necessary to properly define 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.

Whenever necessary, work shall be suspended for such reasonable time as may be necessary to permit the Engineer to lay out and inspect any portion of the work, and the

Contractor shall not be allowed any extra compensation for this suspension of work.

#### 104-8 Right of Entry

The Contractor shall cooperate with other Contractors, Utility Companies and the Corporation and they shall be allowed free access to their work at all times. The Engineer reserves the right to alter the method of operations on this contract to avoid interference with other work.

#### 104-9 Contractor's Responsibility

The Contractor shall be responsible for and shall give adequate attention to the prosecution and completion of the work in accordance with the terms of the contract. The Contractor shall at all times have on the work, as his agent, a competent superintendent or foreman capable of reading and thoroughly understanding the plans and specifications and of adequately communicating with the Engineer and his representatives, and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or his authorized representatives. Such superintendence shall be furnished irrespective of the amount of work sublet and shall include the supervision and direction of all sub-contractors.

The Engineer shall be provided to his satisfaction with the address and telephone number of a Contractor's representative who may be contacted and available within reasonable notice 24 hours a day, 7 days a week, on matters relating to this contract.

#### 104-10 Damage by Vehicles and Other Equipment

If at any time, in the opinion of the Engineer, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work, by the Contractor's unlicensed equipment, the Contractor shall, on the direction of the Engineer and at the Contractor's own expense make changes in or substitutions for such unlicensed equipment or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Engineer.

#### 104-11 Excess Loading of Motor Vehicles.

Where a vehicle is hauling material for use on the work under the contract, in whole or in part upon a public highway and where motor vehicles registration is required for such vehicle, the Contractor shall not cause

or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise, except where there are designated areas in the contract where overloading is permitted. The Contractor shall bear the onus of weighing disputed loads. Notwithstanding any other provision of the contract, where a vehicle is hauling material which is being measured for payment by weight, over any portion of the highway on which overloading is not permitted by this Contract, and where the load exceeds the legal limit of the vehicle by more than 1000 lbs., the Corporation will make no payment to the Contractor for any portion of the load in excess of the vehicles legal limit.

#### 104-12 Condition of Site

The Contractor during the progress of the work shall keep the site and work in as tidy

a condition as practicable. He shall not deposit any material on any portion of street, sidewalk, boulevard, or other Corporation or public property, without permission of the Engineer, and shall remove same without delay when and as directed by the Engineer.

Unless all surplus material, or plant, rubbish, false work, etc. is removed from time to time, when and as directed, the Engineer will proceed to do whatever is necessary to restore the site, street, sidewalk, boulevard, or other Corporation or public property, to a tidy condition, and charge the cost thereof against the Contractor. Whenever and wherever any work is closed, suspended or stopped for the winter, all material of every description must be gathered up from off the streets, foot-walks, and boulevards, and removed therefrom, provided always there shall be no stoppage of work without the approval in writing of the Engineer.

SECTION 105

CONTROL OF MATERIALS

105-1 Supply of Materials

All materials necessary for the proper completion of the work, except those listed as being supplied by the Corporation, shall be supplied by the Contractor. Measurement for Payment and Basis of Payment clauses as may be included in material specifications shall not apply to this contract. The contract prices for the appropriate tender items shall be deemed to include full compensation for the supply of such materials.

105-2 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 any 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.

Approval of any materials by the Engineer shall not be considered as waiver of objection to the work or materials at any subsequent time, due to their failure to conform with the specifications.

The Corporation may carry out on the supplier's premises, such inspection, sampling and testing as may be required before materials can be approved. In order to make such inspection and testing possible, the Contractor shall notify the Engineer of his sources of supply, at least three weeks in advance of the material shipping dates and shall arrange with suppliers for the Corporation representatives to have free access to such parts of the plans as concern the manufacture or production of the materials ordered.

105-3 Defective Materials Affecting Work

Upon the direction of the Engineer, the Contractor at his own expense, shall replace or correct any defective work resulting from faulty material supplied by the Contractor, or resulting from material supplied by the Corporation, which has been damaged while under the Contractor's care.

## SECTION 106

## LEGAL RELATIONS AND RESPONSIBILITY

## 106-1 Contractor's Responsibility for Damages

The Contractor, his agents and all workmen and persons employed by him or under his control, including Sub-Contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work, and the Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any injury to persons or to lands, buildings, structures, fences, livestock, trees, crops, roads, ways, ditches, drains and water-courses, whether natural or artificial, or property of whatever description and in respect of any infringement of any right, privilege or easement whatever occasioned in the carrying on of the work or any part thereof, or by any neglect, misfeasance or non-feasance 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 Subcontractors, 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 entrance or sidewalk 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 right-of-way, the Contractor shall use reasonable care not to damage or deface the remaining portions of the right-of-way, and if any damage is occasioned as a result of the Contractor's operations, it shall be rectified by the Contractor at his own expense, to the satisfaction of the Engineer.

Notwithstanding the indemnity provisions 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 Con-

tractor is responsible under the contract, the Engineer, following notice in writing to the Contractor of his intention so to do, may withhold payment of any 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 in the opinion of the Engineer there are reasonable grounds upon which the Contractor denies liability for such damage, injury or infringement and the Contractor has given the claimant a reasonable time in which to establish the validity of his claim, and provided further that the amount withheld under this section shall not exceed the amount of such claims against the Contractor.

Where the Contractor uses privately owned lands for pits or waste disposal areas, the Contractor shall provide the Engineer with a release signed by or on behalf of the owner of each pit or waste disposal area used by the Contractor. If the said release is not obtained, then sufficient monies will be withheld from the Contractor pursuant to sub-section 108-6 except, however, where the owner's signature is withheld solely on the basis of damage, injury, or infringement, it will be dealt with as provided elsewhere in this subsection.

## 106-2 Liability Insurance

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the Engineer, a comprehensive policy of public liability and property damage insurance acceptable to the Engineer providing insurance coverage in respect of any one accident to the limit of at least \$1,000,000 exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and such policy shall name the Corporation as an additional insured thereunder and shall protect the Corporation against all claims for all damage or injury including death to any person or persons and for damage to any property of the Corporation or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract and the Contractor shall forward with the executed contract documents a certified

copy of the policy or certificate thereof, as the Corporation may direct.

106-3 Provision for Traffic

The Contractor shall at all times carry on the work in a manner that will create the least interference with traffic, consistent with the faithful performance of the work.

The Contractor shall not close the road or reduce the width or number of traffic lanes available for traffic except as specified in the contract documents or unless he has received the approval of the Engineer.

When it is required to maintain a road through the work, traffic within, entering or leaving the construction zone shall be controlled by and at the expense of the Contractor, by the erection and maintenance and by the relocation where necessary, of such signs, delineators, barricades, lanterns and flashing lights and by the provision of such flagmen as are required for the proper notification and protection of the public. With respect to work carried out on or adjacent to railway property, the Contractor will be responsible for the cost of flagmen and other devices for the control of traffic, which may be required by or provided by the railway authority.

Signs, delineators, barricades, lanterns and flashing lights shall be of types prescribed or approved by the Corporation and shall be provided by the Contractor. Upon the final acceptance of the work by the Engineer, signs and delineators shall, at the Contractor's expense, be removed from the work. Flagging procedures shall conform to the recommendations of the Construction Safety Association of Ontario.

Without limiting the responsibility of the Contractor to properly notify the public of and protect it from traffic hazards, the Engineer may require the Contractor to provide additional notification or protection for the public.

If at any time the Contractor fails to provide for the safe passage and control of traffic on any existing road or detour for which, under the contract, he is responsible, and if the Contractor fails to correct forthwith such an unsatisfactory condition upon being so directed in writing, the Engineer may immediately correct the unsatisfactory condition and take such other action as he deems necessary to provide for the safe passage and control of traffic. The Corporation may deduct from any monies due or to become due to the Contractor on any

account any cost or expense incurred by the Corporation under this paragraph. No act or failure to act on the part of the Engineer under this paragraph shall relieve the Contractor from his responsibilities under the contract.

106-4 The Provision of a Road Throughout the Work

Where a roadway is affected by construction, the highway must be kept open to traffic, and the Contractor shall, except as otherwise provided in this subsection, provide and maintain for the duration of the work, a road throughout the length of the work, whether along an existing public road including the road under construction, or on detours within or adjacent to the right-of-way.

The Contractor will not be required to maintain a road through the work until such time as the Contractor has commenced operations or during seasonal shut down or on any part of the contract that has been accepted in accordance with Subsection 103-5 or on public roads outside the limits of the contract.

Where localized and separated sections of the roadway only are affected by the Contractor's operations, the Contractor 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 the roadway affected by the Contractor's general operations under the contract. The Contractor will not be required to apply de-icing salts and abrasives or carry out snowploughing operations as may be required for the safe passage and control of traffic.

Where the contract provides for or the Engineer requires detours at specific locations, payment for the construction of the detours and if required, for the subsequent removal of the detours will be made at the contract prices appropriate to such work and the Corporation will arrange for the acquisition of lands required for such detours.

The cost of supplying all labour, equipment and material required to maintain in a satisfactory condition for traffic, a road through the work including any detours constructed in accordance with the contract or with the approval of the Engineer, shall be paid by the Corporation at the contract prices appropriate to such work or where there are no such prices, at negotiated prices. Notwithstanding the foregoing, the cost of

blading required to maintain the surface of such roads and detours shall be deemed to be included in the prices bid for the various tender items and no additional payment will be made.

Where the work under this contract is for any reason discontinued and will not be resumed until the following working season or for any extended period, the Contractor shall, when directed by the Engineer, open and place the highway and detours in a passable, safe and satisfactory condition for public travel and the highway shall not again be closed to traffic, or traffic thereon be obstructed, without written authority of the Engineer.

Where the Contractor constructs a detour which is not specifically provided for in the contract, or required by the Engineer, the construction of the detour and if required, the subsequent removal shall be carried out at the Contractor's expense. The detour shall be constructed and maintained to structural and geometric standards approved by the Engineer. Removal shall be carried out as directed and at the discretion of the Engineer and shall consist of the disposal, levelling and trimming of the excavated material and such restorative measures as may be required.

Where, with the written approval of the Engineer, the road is closed and the traffic diverted entirely off the road allowance, to any other public roads, the Contractor shall at his own expense supply and erect barricades, lights, including flashing lights and such other protection as may reasonably be required by the Engineer at all points where traffic might enter on that portion of the road so closed to traffic. The Contractor, when required by the Engineer, shall supply watchmen to protect the barricades and direct traffic at each end of the portion or portions of the highway closed to traffic. The Contractor shall at his own expense erect signs and lights and maintain such approved detours over other public roads which may be used during the said closure of the road, as directed the Engineer.

The foregoing provisions shall 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 Access to Properties Adjoining the Work**

The Contractor shall provide at all times and at his own expense, adequate pedestrian access to private homes and commercial establishments unless otherwise authorized by the Engineer.

Where interruptions to access have been authorized by the Engineer, reasonable notice shall be given by the Contractor to the affected property owners and such interruptions shall be arranged so as to create a minimum interference to those affected.

**106-6 Construction Affecting Railway Property**

The methods of construction and the timing of work within or adjacent to railway property shall be subject to the approval of the Engineer.

Before any work is commenced, the Contractor shall give the Engineer, at least 7 days prior notice in writing, so that arrangements can be made for the Railway Company to appoint flagmen and to provide protection according to Railway Company requirements.

The Contractor shall provide and pay for all protection and flagging required in accordance with Section 106-4.

**106-7 Explosives**

The Contractor shall comply with all statutes, regulations, by-laws and orders relating to the supply, hauling, handling, use of and storing of explosives.

Before any blasting operations are carried out, the Contractor shall give reasonable notice to any department or agency of Government and to any person, partnership or corporation including a municipal corporation and any board or commission thereof affected thereby.

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.

Notwithstanding any direction of the Engineer in regard to explosives, drilling or methods of blasting used, the Contractor shall take all precautions necessary to ensure that persons are not injured and that adjoin-

ing property and structures, including public utilities are not damaged. Without limiting the generality of Section 106-1, the Contractor shall be responsible for all claims whatsoever arising from the hauling, handling, use of or storing of explosives and all effects direct or indirect of the blasting operation.

No payment shall be made for protective measures or for damage to persons or for damages or repairs to property, structures or public buildings, or for any claim whatsoever arising from blasting operations. All such costs shall be included in the unit prices bid for the items requiring the blasting.

**106-8 Trees and Shrubs**

Except as otherwise provided for in the contract, the Contractor shall protect from injury all trees and shrubs on or near the line of the work and on private property. Where the line of a trench passes close to trees the Contractor shall construct timber barricades around each tree or group of trees, or tunnel below the trees. Excavated material shall not be placed in contact with any tree, and the cutting of branches will not be allowed except with the written approval of the Engineer and the owners of the trees. No extra payment will be allowed the Contractor on account of any expense he may be put to in protecting existing trees, and the Contractor shall be responsible for any damage done to the trees by his workmen, trucks or equipment.

**106-9 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 the contract.

**106-10 Observance of Laws, Statutes and Regulations**

The Contractor shall obtain at his own expense all licenses or permits required by by-law or statutes, and regulations made thereunder.

**106-11 Notice to the Contractor**

Any notice in writing to be given to the Contractor in relation to any matter arising under the Contract or in respect of the work to be done hereunder may be given by delivering same to the contractor, or the Contractor's representative, for the time being, or by mailing the same addressed to the Contractor at such address as he may have specified in his Tender and in default of any such address being so specified, such notice shall be deemed to have been given at the time of mailing of such notice to the last address which the Corporation may have for the Contractor.

**106-12 Notice to the Owner**

Any notice to be given to the Corporation shall be in writing and shall be directed to the Engineer.

## SECTION 107

## PROSECUTION AND PROGRESS

## 107-1 Time and Order of Completion

Before starting the work the Contractor shall submit in writing to the Engineer his proposed methods and sequence of work and shall obtain approval therefore and such approval shall not relieve the Contractor of any of his duties and obligations under this contract.

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

The work shall not be commenced until the Contractor has received a written order to commence the same, signed by the Engineer and it shall thereupon be commenced within seven days of the commencement date specified therein and continuously and with utmost diligence and dispatch carried on to completion subject to any other provisions of this contract and shall be completed and full possession thereof given to the Corporation within the time allowed in the special provisions, said time to commence on the date of said written order; unless a longer time shall be allowed in writing by the Engineer, in which case it shall be carried on to completion and possession given to the Corporation within the additional time as allowed.

## 107-2 Extension of Time

An extension of time may be granted in writing by the Engineer in the event of the work being delayed beyond the prescribed time for completion as a result of causes beyond the Contractor's control. Such extensions shall be for such time as the Engineer may prescribe, and the Engineer shall fix the terms on which the said extension may be granted. An application by the Contractor for an extension of time as herein provided shall be made to the Engineer in writing on the form prescribed at least fifteen calendar 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 Engineer 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 the contract, and all of such rights shall continue in full force and effect after the time limited in the contract for the completion of the work and whenever in the contract, power and authority is given to the Corporation or the Engineer or any person to take any action consequent upon the act, default, breach, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or contract, or any portion thereof, such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in the contract for the completion of the work but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by the Engineer. In the event of the Engineer granting an extension of time, time shall continue to be deemed of the essence of the contract.

## 107-3 Assignment, Subletting and Renting

The Contractor shall not assign, transfer or sublet the whole or any portion of the contract, or the whole or any portion of the work to be performed under the contract, without the consent in writing of the Engineer, and the Contractor shall not transfer or assign any monies which may be due or which may become payable under the contract without the consent in writing of the Engineer, provided that any consent so given shall not under any circumstances relieve the Contractor of liabilities and obligations assumed by him under the contract.

Where a bidder has withdrawn his bid on the contract after the closing of tenders or, having been offered the contract by the Corporation has for any reason failed to enter into it the Contractor shall not assign, transfer or sublet any part of the contract nor shall he rent any equipment required for the contract if such assignment, transfer subletting or rental will result in such bidder or any person, firm or corporation having an interest in such bidder, directly or indirectly receiving any benefit. The Contractor shall not purchase from such bidder or from any firm or corporation having an interest in such bidder, material required for the con-



tract, without the consent of the Engineer in writing.

Except as provided in this subsection, the Contractor, in renting equipment for the contract, shall give preference to competent, qualified and available resident dealers and operators in the general area of the contract.

**107-4 Non-Fulfilment of the Contract**

If the Contractor fails or neglects to commence or to prosecute the work diligently and at a rate of progress that in the opinion of the Engineer will ensure the entire completion of it within the time limited therefore under the 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 therefore under the 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 and no claim against the Corporation for any loss or damage caused by or resulting from the work being taken out of the control of the Contractor but the Contractor shall be chargeable with and shall remain liable for all loss, damage, expense or cost which may be suffered by the Corporation by reason of such default, bankruptcy, insolvency or act of insolvency. If the said loss, damage, expense or cost exceeds the sum which would have been payable under the 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.

**107-5 Suspension of Work**

The Contractor shall, upon written notice from the Engineer, discontinue or delay any or all of the work when, in the opinion of the Engineer it is unwise to proceed for any reason whatsoever, and the work shall not be resumed until the Engineer shall in writing so direct.

**107-6 Losses and Damages**

Except as otherwise provided for in the contract all loss or damage occasioned to the work or arising out of the nature of the work to be done, or from the normal action of the elements or from any reasonably foreseeable circumstance in the prosecution of the same, or from any normal difficulties which may be encountered in the prosecution of the work, having regard to the nature thereof, shall be sustained and borne by the Contractor at his own expense and all material required to replace any defective or rejected work, or to restore any failure shall be at the expense of the Contractor.

**107-7 Labour Disputes**

Except to the extent that relief is granted under subsection 107-2, the Contractor shall bear the risk and responsibility of any loss, damage or expense to the work or to himself of any nature and kind whatsoever arising from strikes or labour disputes other than such loss, damage or expense caused by the failure of the Corporation to meet its obligations under the contract.

**107-8 Character and Employment of Workmen**

The Contractor shall employ only orderly, competent and skillful men to do the work and shall give preference to available residents in the area of the contract. 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.

**107-9 Notices by the Contractor**

Before work is carried out which may affect any department or agency of government or any person, partnership or corporation including a municipal corporation or any board or commission thereof, and in addition to such notices of the commencement of specific operations as are prescribed elsewhere in the contract, the Contractor shall give at least 48 hours advance notice of the date of commencement of such work, to the person, partnership, corporation, board, or commission so affected.

In the case of damage to, or interference with any utilities, pole lines, pipe lines, farm titles or other public or other privately owned works, the Contractor shall immediately notify the owner and the Engineer

of the location and details of such damage of 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 under any statute, regulation, by-law or agreement.

**107-10 Obstructions**

The Contractor assumes all the risks and responsibilities arising out of any obstruction on or under the highway right-of-way 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.

During the course of the contract, it is the Contractor's responsibility to consult with municipal authorities or utility companies for further information in regard to the

exact location of utilities, to exercise the necessary care in construction operations, and to take such other precautions as are necessary to safeguard the utility from damage.

**107-11 Limitations of Operations**

Except for such work as may be required by the Engineer to maintain the works in a safe and satisfactory condition, the Contractor shall not carry on his operations under the contract on Sundays without permission in writing of the Engineer.

The Engineer may, in writing, require the Contractor to cease or limit his operations under the contract, on any day or days if the operations are of such a nature or if the work is so located or if the traffic is of such a volume that the Engineer deems it necessary or expedient so to do.

**107-12 Time of the Essence of the Contract**

Time shall be deemed to be of the essence of the contract.

## SECTION 108

## PAYMENT

## 108-1 Price for Work

The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under the contract.

## 108-2 Advance Payments to Contractor

Subject to the approval in writing of the Engineer, advanced payment for materials intended for use in the work may be made to the Contractor, upon his written request, according to the terms and conditions hereinafter specified.

1. The Contractor shall, in advance of receipt of the shipment of the material, arrange for adequate and proper storage facilities and notify the Engineer of the location(s) of the same.
2. The value of aggregates, processed and stockpiled, shall be assessed according to the following percentage of the tender item unit price for the appropriate material.
  - (a) Granular A and 5/8" crushed material shall be assessed at the rate of 60% of the tender item unit price.
  - (b) Coarse aggregates for hot mix asphaltic concrete, surface treatment, and batched-on-site portland cement concrete, shall be assessed at the rate of 30% of the tender item unit price.

Payment for granular materials and aggregates obtained from commercial sources will be considered only if the material is hauled and stockpiled at a location other than a commercial source.

3. Payment for all other materials, unless otherwise specified elsewhere in the contract, shall be based on the invoice price paid by the Contractor, and the Contractor shall submit proof of payment to the

Engineer before payment can be made by the Corporation.

4. The payment for all materials shall be prorated against the appropriate tender item by paying for sufficient units of the item to cover the value of the material. Such payment shall not exceed 80% of the contract price bid for the item.
5. All materials for which the Contractor wishes to receive advance payment shall be placed in the designated storage location immediately upon receipt of the material and shall thenceforth be held by the Contractor in trust for the Corporation as collateral security for any monies advanced by the Corporation and for the due completion of the said work. The Contractor shall not exercise any act of ownership inconsistent with such security, or remove any material from the storage locations, except for inclusion in the work, without the consent, in writing, of the Engineer.
6. The said materials shall remain at the risk of the Contractor who shall be fully responsible for any loss, damage, theft, improper use or destruction of the material however caused.

## 108-3 Prices and Payments

An estimate in writing will be made by the Engineer once a month of the amount of work done and material furnished and of the value thereof according to the terms of the contract. The first estimate will be of the amount or quantity and value of the work done since the Contractor commenced the performance of the contract, and every subsequent estimate, except the final one, will be the amount or quantity of work done since the last preceding estimate was made. Two copies of each estimate will be delivered to the Contractor by the Engineer. The Contractor shall present to the Corporation one copy of the estimate certified by him to be correct in the manner prescribed by the Corporation.

Upon receipt of one copy of the estimate, certified as aforesaid and upon its approval by the Engineer, the Corporation subject to

sub-sections 106-1 shall pay to the Contractor, 85% of such estimated value.

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 one 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 also on the forms prescribed, Contractor's and Subcontractor's verification certificates and a Workmen's Compensation Board clearance certificate. Upon receipt by the Engineer of the verified statement and certificates and except as herein otherwise provided, there shall be paid to the Contractor within one month of the date of receipt by the Corporation of the certified detailed statement, an amount equal to the amount of the said detailed statement, less all amounts previously paid to the Contractor, provided that the Corporation may retain any portion of such payment that it deems necessary for its protection against claims for liabilities or for protection against any claims that the Corporation may have against the Contractor, under this contract or otherwise.

Delay by the Corporation in making any payment due to the Contractor following the acceptance of the entire work by the Engineer for work done or material furnished under the contract and listed on the final detailed statement, shall be deemed not to be a breach of the contract by the Corporation but the Corporation shall, in respect of any such payment made more than seven months after the date of acceptance of the entire work by the Engineer, pay the Contractor interest at the rate of 8% per annum for the period from the day next following the expiration of the

said seven month period to the date of payment.

Except as provided in this section, the Corporation shall not pay interest on any amount which may at any time become payable to the Contractor under this Contract.

#### 108-4 Payment for Extra Work on a Time and Material Basis

For the purposes of this section, "Cost of Labour" means the amount of wages, salary and payroll burden paid or incurred directly by the Contractor to or in respect of labour and supervision by foremen actively and necessarily engaged on the extra work 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 time spent on the extra work or any wages, salary 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, public liability and property damage insurance, sickness and accident insurance, pension fund and such other welfare and benefit payments as form part of the Contractor's normal labour costs and shall include any cost or expense as the Engineer may approve, which has been incurred by the Contractor for food, lodging or similar items.

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

"The 527 Rate" means the rate for a unit of equipment as listed in MTC Form 527 (Schedule of Rental Rates for Construction Equipment) which is current at the time the extra work is carried out or for equipment which is not so listed, the rate which has been calculated by the Corporation, using the same principles as used in determining the 527 rates.

"Rented Equipment" means equipment that is rented from a person, firm or corporation that is not an associate or affiliate of the lessee as defined by the Securities Act, R.S.O. 1970, Chapter 426 and does not include equipment that is being paid for

under a rental purchase agreement or under a lease purchase agreement.

"Working Time" means each period of time during which a unit of equipment is actively and of necessity engaged on a specific operation and the first two hours of each immediately following period during which the unit is not so engaged but during which the operation is otherwise proceeding and during which time the unit cannot practically be transferred to other work but must remain on the site in order to continue with its assigned tasks and during which time the unit is in a fully operable condition.

"Standby Time" means any period of time which is not considered working time and which together with the working time does not exceed 10 hours in any one working day and during which time a unit of equipment cannot practically be used on other work but must remain on the site in order to continue with its assigned task and during which time the unit is in fully operable condition.

"Work" means Extra Work approved by the Engineer pursuant to Section 103-3 and paid for on a time and material basis. Such work may be supervised by the Engineer and shall be carried out by an equipment and labour force and in such a manner as the Engineer may approve and subject to such exceptions as the Engineer may permit in writing, the work shall be subject to all the terms, conditions, specifications and provisions of the Contract.

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

The Corporation will pay the Contractor for labour and supervision employed on each extra work project, at the rate of 135% of the cost of labour up to \$1,000 plus 120% of any portion of the cost in excess of \$1,000.

The Corporation will pay the Contractor for material used on each extra work project, 120% of the cost of material up to \$1,000 plus 115% of any portion of the cost in excess of \$1,000.

The Corporation will pay the Contractor for the working time of equipment other than rented equipment on the basis of 527 Rates, with a cost adjustment as follows:

- (a) Where the cost based on 527 rates of all non rented equipment used on the extra work project is \$5000 or less, there will be no adjustment.
- (b) Where the cost based on 527 rates of all non rented equipment used on the extra work project is greater than \$5000 but less than \$10,000 the Corporation will pay the Contractor \$5000 plus 90% of the portion in excess of \$5000.
- (c) Where the cost based on 527 rates of all non rented equipment used on the extra work project is greater than \$10,000 the Corporation will pay the Contractor \$9500 plus 80% of the portion in excess of \$10,000.

The Corporation will pay the Contractor for the working time of rented equipment used on the extra work project at 105% of 527 rates.

The Corporation will pay the Contractor for the standby time of equipment other than rented equipment at one third the 527 Rate. In addition, the Corporation will include in the cost of labour, the wages, salary and payroll burden of the operator or operating crew who cannot be otherwise employed during the standby period.

The Corporation will pay the Contractor for the standby time of rented equipment and for the downtime of rented equipment which has been idled by the circumstances giving rise to the extra work project, at 35% of the 527 rate. In addition, the Corporation will include in the cost of labour, the wages, salary and payroll burden of the operator or operating crew who cannot be otherwise employed during the standby period or during the period of enforced idleness. Alternatively, however, the Engineer may require rented equipment idled by the circumstances giving rise to the extra work project, to be returned to the lessor until the work requiring the equipment can be resumed, in which case, the Corporation will pay such costs as result directly from the enforced return of the equipment.

When equipment is transported to or from the site of the work, payment will be made by the Corporation only in respect to the transporting units. When equipment is moved under its own power it shall be deemed to be working. The power it shall be deemed to be working. The method of moving the equipment and the rates shall be subject to the approval of the Engineer.

Where the Contractor arranges for the extra work to be carried out by others, the Corporation will pay the Contractor 105% of the compensation as herein before provided. However, such percentage allowance over the prescribed compensation shall apply only once regardless of the number of times the work has been assigned or sublet and no percentage allowance over the prescribed compensation will be paid to any associate or affiliate as defined by the Securities Act, R.S.O. 1970, Chapter 426 or in respect of any compensation for rented equipment.

Except where there is agreement to the contrary the compensation as herein provided shall be accepted by the Contractor as compensation in full for all costs and expenses arising out of the extra work and no other payment or allowance will be made in respect of such work.

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.

Each month, the Contractor may submit an invoice to the Engineer covering work performed on the extra work project during the preceding month and to the extent that the work covered by the invoice can be verified by the Engineer, the invoice will be processed by the Corporation for payment.

The final invoice shall be submitted by the Contractor within 30 days after the completion of the extra work project.

Separate invoices shall be submitted in triplicate for each extra work project. 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 invoices for materials, rented equipment and other charges incurred by the Contractor on the extra work.

**108-5 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.

**108-6 Contractor's Discharge of Liabilities**

The Contractor shall discharge and cause each Subcontractor to discharge all liabilities incurred, 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. At the request of the Corporation, the Contractor shall furnish the Corporation with evidence satisfactory to it that his liabilities and those of the Subcontractors, as aforesaid, have been discharged and this shall include a certificate or certificates from the Workmen's Compensation Board that they have complied with the requirements of the Workmen's Compensation Board and are in good standing on the books of the Board.

No payment to which the Contractor is otherwise entitled under this contract shall at the discretion of the Corporation be due and payable to him so long as he or any Subcontractors are in default under this section, and upon such default occurring, the Corporation may in respect of claims submitted by creditors having a contractual relationship with the Contractor, after notice in writing to the Contractor and his Surety, withhold payment on the whole or any part of any such liability of the Contractor. Interest will not be paid on any such funds withheld.

**108-7 Payment of Workmen**

The Contractor shall, in addition to any fringe benefits, pay the workmen employed by him on the work in accordance with the Labour Conditions set out in a Special Provision of this contract and at intervals of not less than twice a month or in accordance with the Labour Conditions in any Corporation By-Law, whichever is the greater.

The Contractor shall require each Subcontractor or other person doing any part of the work contemplated by this contract to covenant with the Corporation that he shall pay the workmen employed by him on the work at the wage rates and in the manner required by this section.

Where any person employed by the Contractor or any Subcontractor or other person on work contemplated by this contract is paid less than the amount required to be paid under this contract, the Corporation may deduct from any monies payable to the Contractor under this or any other contract and pay to such person a sum sufficient to bring that person's wages up to the amount required to be paid under this contract.

**108-8 Books, Payrolls, Accounts and Records**

The Contractor shall maintain and keep sufficiently complete and accurate books, payrolls, accounts and records relating to the

work or any extensions or additions thereto or claims arising therefrom to permit the verification and audit thereof and he shall have no claim for repayment of any nature and kind whatsoever, therefore, unless such books, payrolls, accounts and records have been so maintained and kept.

Daily work records prepared by the Engineer and reporting the labour and equipment employed and the material used on any specific portion of the work, shall be reconciled with and signed by the Contractor's representative each day, whenever in the opinion of the Engineer such records are required.

The Corporation or the Ministry of Labour or both may inspect and audit the books, payrolls, accounts and records of the Contractor at any time during the period of the contract and at any time thereafter as deemed necessary, and the Contractor shall supply certified copies of payrolls and any other records required whenever requested by the Corporation or the Ministry of Labour.

The Contractor shall preserve all original records pertaining in any way to the work of the contract or any extensions or additions thereto or claims arising therefrom, for a period of 12 months after the date of mailing by the Corporation of the final

detailed statement to the Contractor or the final settlement of all claims and negotiations whichever is the longer and the Contractor shall require that all Subcontractors employed by him preserve all original records pertaining in any way to the work of the contract, or any extensions or additions thereto or claims arising therefrom for a similar period of time.

The Contractor shall file with the Corporation forthwith upon the appointment of each Subcontractor a consent and covenant of each Subcontractor under seal by which the Subcontractor agrees to the provisions of this subsection the same way as if the subsection read, "Subcontractor" for "Contractor."

#### 108-9 Gasoline and Fuel Taxes

The Contractor shall pay all taxes under The Gasoline Tax Act and The Motor Vehicle Fuel Tax Act on gasoline and diesel fuel used by him in the performance of the contract. The Contractor undertakes not to make any claim for refund of tax paid by him or any Subcontractor and acknowledges that no refund of tax shall be granted to him or to any Subcontractor on gasoline or diesel fuel used for any purpose whatsoever in the performance of the contract unless such refund is specifically authorized under the provisions of The Gasoline Tax Act and The Motor Vehicle Fuel Tax Act respectively.

FORM OF TENDER



FORM OF TENDER

FOR

CONTRACT NO. 79-119

THIS TENDER SUBMITTED BY DOMTREC LIMITED FIRM NAME  
OR  
1763 MATTAWA AVE. INDIVIDUAL  
MISSISSAUGA, ONTARIO, L4X 1K5 ADDRESS  
277-0334 TELEPHONE NUMBER

TO THE MAYOR AND COUNCIL OF THE CORPORATION  
OF THE CITY OF BRAMPTON

I/WE, THE UNDERSIGNED DECLARE THAT NO PERSON, FIRM OR CORPORATION  
OTHER THAN THE ONE WHOSE SIGNATURE OR THE SIGNATURE OF WHOSE  
PROPER OFFICERS AND THE SEAL IS OR ARE ATTACHED BELOW, HAS ANY  
INTEREST IN THIS TENDER OR IN THE CONTRACT PROPOSED TO BE TAKEN.

I/WE, FURTHER DECLARE THAT THIS TENDER IS MADE WITHOUT ANY  
CONNECTION, KNOWLEDGE, COMPARISON OF FIGURES OR ARRANGEMENT WITH  
ANY OTHER COMPANY, FIRM OR PERSON MAKING TENDER FOR THE SAME  
WORK AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

I/WE, FURTHER DECLARE THAT WE HAVE CAREFULLY EXAMINED THE LOCALITY  
AND SITE OF THE PROPOSED WORKS, AS WELL AS ALL THE PLANS, DRAWINGS,  
PROFILES, SPECIFICATIONS, FORM OF TENDER, INFORMATION FOR TENDERERS,  
GENERAL CONDITIONS, AGREEMENT BY THE COMMISSIONER OF PUBLIC WORKS,  
BY AND ON BEHALF OF THE CORPORATION OF THE CITY OF BRAMPTON AND  
HEREBY ACKNOWLEDGED, THE SAME TO BE PART AND PARCEL OF ANY CONTRACT  
TO BE LET FOR THE WORK THEREIN DESCRIBED OR DEFINED AND DO HEREBY  
TENDER AND OFFER TO ENTER INTO A CONTRACT TO DO ALL OF THE WORK  
AND TO PROVIDE ALL OF THE LABOUR AND TO PROVIDE, FURNISH, DELIVER,  
PLACE AND ERECT ALL MATERIALS MENTIONED AND DESCRIBED OR IMPLIED  
THEREIN INCLUDING IN EVERY CASE FREIGHT, DUTY, EXCHANGE, AND SALES  
TAX IN EFFECT ON THE DATE OF ACCEPTANCE OF THE TENDER, AND ALL  
OTHER CHARGES, ON THE TERMS AND CONDITIONS AND UNDER THE PROVISIONS  
THEREIN SET FORTH AND TO ACCEPT IN FULL PAYMENT THEREFORE THE SUMS  
CALCULATED IN ACCORDANCE WITH THE ACTUAL MEASURED QUANTITIES AND  
UNIT PRICES SET FORTH IN THE SCHEDULE OF QUANTITIES AND UNIT PRICES  
ATTACHED HERETO:-

I/WE FURTHER AGREE THAT, IF THE TENDER IS ACCEPTED BY THE CITY  
WE WILL EXECUTE WHATEVER ADDITIONAL WORK MAY BE REQUIRED AT THE  
UNIT PRICES SHOWN HEREIN, IN STRICT CONFORMITY AND IN ALL RESPECTS  
WITH THE REQUIREMENTS OF THIS TENDER, SPECIFICATIONS, GENERAL  
CONDITIONS AND FORM OF AGREEMENT HERETO ANNEXED OR TO BE ANNEXED  
HERETO.

I/WE ALSO AGREE THAT DEDUCTIONS FROM THE SAID CONTRACT, IF ANY, SHALL BE MADE AT THE UNIT PRICES SHOWN IN THE SCHEDULE OF QUANTITIES AND UNIT PRICES AS HEREIN CONTAINED.

I/WE AGREE THAT THIS OFFER IS TO CONTINUE OPEN TO ACCEPTANCE UNTIL THE FORMAL CONTRACT IS EXECUTED BY THE SUCCESSFUL TENDERER FOR THE SAID WORK OR UNTIL SIXTY (60) DAYS AFTER THE TENDER CLOSING DATE WHICHEVER EVENT FIRST OCCURS, AND THAT THE CITY MAY AT ANY TIME WITHIN THAT PERIOD AND WITHOUT NOTICE ACCEPT THIS TENDER WHETHER ANY OTHER TENDER HAD BEEN PREVIOUSLY ACCEPTED OR NOT.

I/WE AGREE THAT IF WE WITHDRAW THIS TENDER AFTER CLOSING AND BEFORE THE COUNCIL OF THE SAID CITY SHALL HAVE CONSIDERED THE TENDERS AND AWARDED THE CONTRACT IN RESPECT THEREOF, DURING THE TIME THAT THIS TENDER IS OPEN TO ACCEPTANCE AS SET OUT ABOVE IN THIS TENDER FORM THE AMOUNT OF THE DEPOSIT ACCOMPANYING THIS TENDER SHALL BE FORFEITED TO THE CITY.

I/WE AGREE THAT THE AWARDING OF THE CONTRACT BASED ON THIS TENDER BY THE COUNCIL OF THE SAID CITY SHALL BE AN ACCEPTANCE OF THIS TENDER.

IF THIS TENDER IS ACCEPTED I/WE AGREE TO FURNISH THE REQUIRED CONTRACT BOND, IN THE FORM ATTACHED HERETO, INSURANCE CERTIFICATE AND WORKMEN'S COMPENSATION BOARD LETTER, AND PROPERLY SIGN THE CONTRACT DOCUMENTS IN QUADRUPPLICATE WITHIN 10 DAYS AFTER BEING NOTIFIED SO TO DO. IN THE EVENT OF DEFAULT OR FAILURE ON OUR PART SO TO DO, I/WE AGREE THAT THE CORPORATION OF THE CITY OF BRAMPTON SHALL BE AT LIBERTY TO RETAIN THE MONEY DEPOSITED BY ME/US TO THE USE OF THE CITY AND TO ACCEPT THE NEXT LOWEST OR ANY TENDER OR TO ADVERTISE FOR NEW TENDERS, OR TO CARRY OUT THE WORKS IN ANY OTHER WAY THEY DEEM BEST AND I/WE ALSO AGREE TO PAY TO THE SAID CITY THE DIFFERENCE BETWEEN THIS TENDER AND ANY GREATER SUM WHICH THE CITY MAY EXPEND OR INCUR BY REASON OF SUCH DEFAULT OR FAILURE, OR BY REASON OF SUCH ACTING, AS AFORESAID, ON THEIR PART, INCLUDING THE COST OF ANY ADVERTISEMENT FOR NEW TENDERS; AND TO INDEMNIFY AND SAVE HARMLESS THE SAID CITY AND THEIR OFFICERS FROM ALL LOSS, DAMAGE, COST, CHARGES, AND EXPENSE WHICH THEY MAY SUFFER OR BE PUT TO BY REASON OF ANY SUCH DEFAULT OR FAILURE ON MY/OUR PART.

I/WE PROPOSE SUPERCEDED BY CERTIFIED CHEQUE PROVISION AB


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A COMPANY WHICH IS WILLING TO BECOME BOUND WITH ME/US IN THE AMOUNT DESIGNATED FOR THE DUE PERFORMANCE AND FULFILLMENT OF THE CONTRACT FOR WHICH THIS IS THE TENDER.

I/WE AGREE THAT THE DATES OF COMPLETION AS REFERRED TO IN THE INFORMATION FOR TENDERERS SHALL BE BINDING FROM THE DATE OF WRITTEN ORDER TO COMMENCE WORK. THE CONTRACTOR AGREES TO PAY THE CORPORATION AS LIQUIDATED DAMAGES THE SUM OF \$25.00 (TWENTY-FIVE DOLLARS) PER DAY FOR EACH AND EVERY DAY THAT ANY PORTION OF THE WORK REMAINS INCOMPLETED AFTER THE TIME OF COMPLETION AS SPECIFIED ABOVE.

A CERTIFIED CHEQUE OR A BID BOND IN THE AMOUNT OF (\$ 10,000.00 )  
TEN THOUSAND DOLLARS /100 is

ENCLOSED. DATED AT CITY OF MISSISSAUGA THIS 12TH DAY  
OF MARCH, 19 79.

  
SIGNATURE OF WITNESS

  
SIGNATURE AND SEAL OF TENDERER

## FORM OF TENDER

CONTRACT #79-119

SUPPLY OF MATERIAL & SERVICES FOR PAVEMENT MARKINGSSCHEDULE OF QUANTITIES AND UNIT PRICES

THE TENDERER SHALL PREPARE THIS TENDER LEGIBLY IN INK OR TYPEWRITER. ANY CHANGES, ERASURES, OR OVERWRITING OF THE PRICES SHALL BE INITIALED.

IN THE EVENT OF ANY DISCREPANCIES IN COLUMN #3, OR ERRORS APPEARING IN COLUMN #4, OR ITS' TOTAL, THE ACCEPTABLE PRICES APPEARING IN COLUMN #3 SHALL BE DEEMED THE TENDERERS' UNIT PRICE AND THE FIGURES APPEARING IN COLUMN #4, OR ITS' TOTAL MAY BE IGNORED.

ITEM NO.	DESCRIPTION	COLUMN #1 UNIT	COLUMN #2 EST. QUANTITY	COLUMN #3 TENDERER'S BID PER UNIT	COLUMN #4 TENDERER'S TOTAL B
1.	SUPPLY & APPLY APPROVED TRAFFIC PAINT & REFLECTORIZED "DROP-ON" GLASS BEADS BY MEANS OF TRUCK MOUNTED EQUIPMENT FOR ALL WORK EXCEPT PRE-MARKING AND "TAILS".				
	A) YELLOW PAINT	GALS.	7,000	\$ 8.01	\$ 56,070.00
	B) WHITE PAINT	GALS.	3,000	\$ 8.01	\$ 24,030.00
	SUPPLY & APPLY APPROVED TRAFFIC PAINT & REFLECTORIZED "DROP-ON" GLASS BEADS BY MEANS OF TRUCK MOUNTED EQUIPMENT FOR APPLICATION OF "TAILS".				
	A) YELLOW PAINT	GALS.	400	\$ 8.01	\$ 3,204.00
3.	PRE-MARKING OF PAVEMENTS IN ACCORDANCE WITH THE INSTRUCTIONS OF THE COMMISSIONER.	MAN-HOURS	250	\$ 7.00	\$ 1,750.00

TOTAL PRICE FOR CONTRACT #79-119 \$ 85,054.00

## CONTRACTOR'S ITEMIZED EQUIPMENT SCHEDULE

CONTRACT #79-119

THE CONTRACTOR SHALL LIST BELOW A FULL DESCRIPTION OF THE EQUIPMENT HE PROPOSES TO USE ON THIS CONTRACT, SPECIFYING ITS AGE, MAKE, AND CONDITION. THE CONTRACTOR SHALL INDICATE WHETHER THE EQUIPMENT IS WHOLLY OWNED OR RENTED.

ITEM NAME	AGE	DESCRIPTION
<u>CENTRELINER</u>		
- PAINT UNIT	NEW	KELLY-CRESWELL WV-3 HOT-PAINT STRIPING MACHINE
- TRUCK	NEW	1979 FORD C-807, CAB OVER, DUAL STEERING & CONTROLS, AUTO. TRANS. 35,000 G.V.W.
- NUMBER OF TANKS	NEW	TWO
- CAPACITY OF EACH TANK (GAL)	NEW	300 IMP. GALS.
- LOADING PUMP & CAPACITY	NEW	50 GALS./MIN.
- COMPRESSOR & CAPACITY	NEW	175 C.F.M. INGERSOLL-RAND, DIESEL
- PRESSURIZED BEAD SYSTEM & CAPACITY	NEW	4200 LBS. PRESSURIZED BEAD TANK; 3-GUN-SYSTEM
- AUTOMATIC SKIP EQUIPMENT	NEW	DIAL-A-SKIP MECHANISM
- NUMBER OF GUNS (ON EACH SIDE)	NEW	1 GUN ON LANE LINE SIDE, 2 GUNS ON CENTRELINE SIDE
- SAFETY FEATURES (SIGNING, ETC.)	NEW	4 ROTATING BEACONS, 1 FLASHING DIRECTIONAL ARROW, FULL NIGHT LIGHTING, FULL RADIO COMMUNICATIONS
- OWNED OR RENTED		ALL EQUIPMENT OWNED
<u>CONETRUCK (YEAR &amp; MODEL)</u>	NEW	1979 FORD F250
- SAFETY FEATURES (SIGNING, ETC.)	NEW	2 ROTATING BEACONS, 1 FLASHING DIRECTIONAL ARROW, FULL RADIO COMMUNICATIONS
- OWNED OR RENTED		ALL EQUIPMENT OWNED



CONTRACTOR'S PROPOSED LIST OF SUB-CONTRACTORS

CONTRACT #79-119

THE CONTRACTOR SHALL LIST BELOW THE SUB-CONTRACTORS HE PROPOSES TO USE ON THIS CONTRACT. NO OTHER SUB-CONTRACTORS WILL BE PERMITTED WITHOUT THE CONSENT IN WRITING OF THE COMMISSIONER AS LAID OUT IN SECTION 13 OF THE INFORMATION TO TENDERERS.

NAME OF SUB-CONTRACTOR	TYPE OF WORK TO BE PERFORMED
NONE	

STATUTORY DECLARATION OF PAYMENTS  
LIENS AND LIABILITIES  
-----

PROVINCE OF ONTARIO )  
REGION/COUNTY OF )  
)  
)  
)  
)  
)  
)

IN THE MATTER OF A CERTAIN AGREEMENT  
DATED THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_ 19\_\_\_\_, AND MADE BETWEEN  
THE CORPORATION OF THE CITY OF BRAMPTON  
FOR CONTRACT #

\_\_\_\_\_  
(FULL NAME OR NAMES).

OF THE \_\_\_\_\_ OF \_\_\_\_\_ IN THE  
COUNTY/REGION OF \_\_\_\_\_ DO SOLEMNLY DECLARE :

1. THAT I AM \_\_\_\_\_  
(PRESIDENT, SECRETARY, TREASURER OR PARTNER, ETC.)  
OF THE CONTRACTOR NAMED IN THE CONTRACT ABOVE MENTIONED AND AS  
SUCH, HAVE PERSONAL KNOWLEDGE OF THE FACTS HEREIN DECLARED.
2. THAT ALL PERSONS WHO HAVE PERFORMED ANY WORK OR SERVICE UPON  
OR IN RESPECT OF OR PLACED OR FURNISHED ANY MATERIAL OR THINGS  
TO BE USED IN CONNECTION WITH THE ABOVE CONTRACT HAVE BEEN FULLY  
PAID OR THEIR CLAIMS HAVE BEEN SETTLED IN RESPECT OF SUCH WORK,  
SERVICE, MATERIAL OR THINGS AND THERE ARE NO GARNISHEES,  
ATTACHMENTS OR CLAIMS RELATING THERETO.
3. THAT ALL SUB-CONTRACTORS WHO WERE ENGAGED IN OR IN ANY WAY  
ASSOCIATED WITH THE PERFORMANCE OF ANY PART OF THE ABOVE  
CONTRACT HAVE BEEN FULLY PAID OR THEIR CLAIMS HAVE BEEN  
SETTLED IN RESPECT THEREOF EXCEPT TO THE EXTENT OF MONIES THAT  
HAVE BEEN HELD BY WRITTEN AGREEMENT WITH ANY SUCH SUB-CONTRACTORS.
4. THAT ALL SUB-CONTRACTORS WHO WERE ENGAGED IN OR IN ANY MANNER  
ASSOCIATED WITH THE PERFORMANCE OF ANY PARTS OF THE ABOVE CONTRACT  
HAVE DISCHARGED ALL LIABILITIES WHICH THEY INCURRED IN RESPECT  
THEREOF.
5. THAT ALL CLAIMS FOR DAMAGE OF PROPERTY OR INJURY TO PERSONS OF  
WHICH THE ABOVE NAMED CONTRACTOR HAS RECEIVED NOTICE HAVE BEEN  
FULLY PAID OR SETTLED.
6. THAT THE ABOVE NAMED CONTRACTOR HAS NOT HAD ANY NOTICE OF GROUNDS  
FOR A CLAIM (OTHER THAN THOSE COVERED IN PARAGRAPH 5 ABOVE)  
CONNECTED WITH THIS CONTRACT BY A THIRD PARTY AND FOR WHICH A  
CLAIM MIGHT BE MADE AND I BELIEVE NO SUCH CLAIM WILL BE MADE.



- 7. THAT NO ONE IS ENTITLED TO CLAIM A LIEN UNDER THE MECHANICS LIEN ACT AGAINST THE SAID LANDS OR ANY PART THEREOF.
- 8. THAT \_\_\_\_\_ HAS COMPLETED THE WORK OR SERVICE TO BE PERFORMED AND THE MATERIALS TO BE PLACED OR FURNISHED BY \_\_\_\_\_ UPON THE LANDS DESCRIBED AS \_\_\_\_\_ IN THE CITY OF BRAMPTON.
- 9. THAT THERE ARE NO JUDGEMENTS OR EXECUTIONS AGAINST \_\_\_\_\_  
(ME, EITHER OF US)
- 10. THAT NOTHING IS OWING BY ME/EITHER OF US, THE SAID \_\_\_\_\_, OR CLAIMED AGAINST ME/EITHER OF US, THE SAID \_\_\_\_\_ FOR CANADIAN UNEMPLOYMENT INSURANCE DEDUCTIONS, CANADIAN INCOME TAX, ONTARIO CORPORATIONS TAX, ONTARIO SALES TAX, OR BY WAY OF CONTRIBUTIONS OR ASSESSMENT UNDER THE WORKMEN'S COMPENSATION ACT.
- 11. THAT \_\_\_\_\_ HAVE/HAS NOT MADE ANY ASSIGNMENT FOR THE BENEFIT OF CREDITORS NOR HAS ANY RECEIVING ORDER BEEN MADE AGAINST \_\_\_\_\_ UNDER THE BANKRUPTCY ACT NOR HAS ANY PETITION FOR SUCH AN ORDER BEEN SERVED UPON.

SEVERALLY DECLARED BEFORE ME AT THE  
IN THE COUNTY/REGION OF \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_.

A COMMISSIONER & C.

\_\_\_\_\_

CERTIFICATE OF LIABILITY INSURANCE

\_\_\_\_\_  
(INSURANCE COMPANY)

TO: CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 24 QUEEN STREET EAST, BRAMPTON, ONTARIO.

THIS IS TO CERTIFY THAT Dontrec Limited  
(CONTRACTOR)

WHOSE ADDRESS IS 1763 Mattawa Avenue, Mississauga, Ontario L4X 1K5.

HAS COMPREHENSIVE LIABILITY INSURANCE IN THIS COMPANY UNDER  
POLICY No. \_\_\_\_\_ COVERING LEGAL LIABILITY FOR DAMAGES  
BECAUSE OF :

- A. BODILY INJURY, SICKNESS OR DISEASE, INCLUDING DEATH  
AT ANY TIME RESULTING THEREFROM.
- B. DAMAGE TO OR DESTRUCTION OF PROPERTY OF OTHERS  
CAUSED BY ACCIDENT.

SUBJECT TO A LIMIT OF LIABILITY OF NOT LESS THAN \$1,000,000.00  
INCLUSIVE FOR ANY ONE OCCURRENCE OR ACCIDENT WHICH INSURANCE  
APPLIES IN RESPECT OF ALL OPERATIONS, INCLUDING LIABILITY ASSUMED  
UNDER CONTRACT WITH THE CORPORATION. THE POLICY DOES NOT CONTAIN  
ANY EXCLUSIONS OR LIMITATIONS IN RESPECT OF THE USE OF EXPLOSIVES  
OR IN RESPECT OF SHORING, UNDERPINNING, RAISING OR DEMOLITION OF  
ANY BUILDING OR STRUCTURE, PILE DRIVING, CAISSON WORK, COLLAPSE  
OF ANY STRUCTURE, OR SUBSIDENCE OF ANY PROPERTY, STRUCTURE, OR  
LAND FROM ANY CAUSE.

THIS POLICY EXPIRES ON \_\_\_\_\_

AND WILL NOT BE ALTERED, CANCELLED OR ALLOWED TO LAPSE WITHOUT  
THIRTY (30) DAYS PRIOR NOTICE TO THE CORPORATION.

DATE: \_\_\_\_\_

COUNTERSIGNED:  
  
\_\_\_\_\_