




BOND FOR PERFORMANCE OF CONTRACT

UNDER "THE MUNICIPAL CORPORATIONS ACT, 1920."

Know all men by these presents that HAROLD SPENCER ANYON
of Wellington, Contractor.....

(hereinafter called the Contractor) and *Arthur Rendred Anyon* 
GEORGE ANYON of Wellington
Settler.

and FRANK BRYAN ANYON of Wellington
Solicitor.....

(hereinafter called the Sureties) are bound to the Mayor, Councillors, and
Citizens of the City of Wellington (hereinafter called the Corporation) in the
sum of Fifty pounds (£50)...pounds to be paid to the Corporation,
for which payment we bind ourselves, and our heirs, executors and adminis-
trators jointly and severally by these presents. In WITNESS WHEREOF
we have hereunto set our hands the *2nd* day of
December 1929

THE CONDITION of the above-written bond is, that if the Contractor
shall duly perform and observe all the stipulations on his part expressly or
by reference contained in and implied by law in a Contract in writing dated
the *2nd* day of *December* 1929
and made between the Contractor and the Corporation for The Erection
of Memorial Band Rotunda, Island Bay, Wellington.....

Briefly describe work

and shall in and about the carrying out of the said Contract, duly perform and observe the provisions of "The Municipal Corporations Act, 1920," so far as affecting the same, then the above-written Bond shall become void, but otherwise shall remain in full force. AND IT IS HEREBY DECLARED that in case of default being made in the performance and observance of the foregoing condition the said sum of Fifty Pounds (£50).....pounds shall be recoverable by the Corporation from the Contractor and Sureties or any one or more of them, or from the heirs, executors, or administrators of them, or of any one or more of them, as liquidated damages in any Court of competent jurisdiction. PROVIDED ALWAYS that any further time that may be given by the Corporation for the completion of all or any part of the works, supplies, or services comprised in the said Contract, or any delay, neglect or forbearance on the part of the Corporation in exercising or pursuing any of the powers or remedies contained in or arising out of the said Contract, or any variation to be made by the Contractor and the Corporation in the said Contract, or in any term or provision thereof shall not prejudice or affect the liability of the Sureties, or of their heirs, executors, or administrators under the above-written Bond

SIGNED by the ~~above named~~ said HAROLD SPENCER ANYON in the presence of:-

my clerk
Solicitor
Wellington
Arthur Rendred Anyon

H.S. Anyon

SIGNED by the said GEORGE ANYON in the presence of:-

my clerk
Solicitor
Wellington

G. Anyon

SIGNED by the said FRANK BRYAN ANYON in the presence of:-

my clerk
Solicitor
Wellington

F.B. Anyon

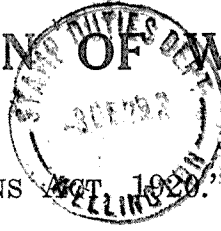
This is the Contract referred to in the annexed Bond executed by us:-

H.B. Anyon
.....
H.B. Anyon
.....

Sureties.

CONTRACT FOR EXECUTION OF WORK

UNDER "THE MUNICIPAL CORPORATIONS ACT 1920."



Agreement made the 22nd day of December
one thousand nine hundred and Twenty-nine.

BETWEEN HAROLD SPENCER ANYON of Wellington, Contractor.

(hereinafter referred to as "The Contractor ") of the one part and THE MAYOR, COUNCILLORS AND CITIZENS of the City of Wellington (hereinafter referred to as "The Corporation") of the other part.

1. THE Contractor shall execute, furnish and perform all the works, supplies, services and things described in the annexed specification prepared by George Adam Hart.....and dated the fifteenth day of October 1929 and described in the drawing therein referred to, and shall in so doing conform strictly to the provisions of the said specifications, and to the said drawing, and also to the general Conditions of Contract hereunto annexed AND SHALL (subject to the provisions of the said Specifications and General Conditions) complete all the said works, supplies, services, and things on or before the sixteenth day of December one thousand nine hundred and Twenty-nine.

2. THE Corporation shall, in manner provided by the said Specifications and General Conditions, pay to the Contractor for the execution, furnishing and performance of the said works, supplies, services and things the sum of Nine hundred and seventeen pounds one shilling and fourpence (£917: 1: 4)..... or such greater or lesser sum as according to the terms of the said Specifications and General Conditions shall become payable by the Corporation to the Contractor.

3. THE Contractor has paid to the Corporation a deposit of Twenty pounds (£20)..... under Clause 3 of the Conditions of Tendering.

4. THE various documents referred to in Clause 1 of these presents and Conditions of Tendering, Bill of Quantities and Schedule of Prices and Instructions to Persons Tendering, and The Tender. shall form part of the Contract hereby made.

5. THE Contractor shall not, in carrying out this Contract, pay wages to any workman at a less rate than the minimum rate of wages following according to the class of labour in which such workman shall be employed, as hereunder indicated, that is to say:— The wages fixed for workmen by any award of the Court of Arbitration or any industrial Agreement governing such wages or if there be no such award or Agreement relating to any class of work the rate of wages ruling in the City of Wellington for such class of work.

6. THE provisions of Clauses 3 to 8 (both inclusive) of the Third Schedule to "The Municipal Corporations Act, 1920," shall be deemed incorporated into this Contract.

IN WITNESS whereof these presents have been executed by the Corporation and by the Contractor the day and year first above written.

The Common Seal of the Mayor, Councillors, and Citizens of the City of Wellington was hereto affixed at the offices of and pursuant to a resolution of the City Council in the presence of



..... Mayor

..... Councillor

..... *W. A. ...* Town Clerk

WELLINGTON CITY CORPORATION.

CONTRACT NO. 1409.

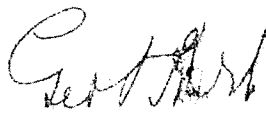
For the Erection of Memorial Band Rotunda: Island Bay:
Wellington.

Contract Documents consisting of :-

- Instructions to Persons Tendering.
- Bond for Performance of Contract.
- Contract for Execution of Work.
- Conditions of Tendering.
- General Conditions of Contract.
- Specification.
- Bills of Quantities and Schedule of Prices.
- The Tender (form of).

Note: The Bills of Quantities fully priced, together with the tender, are to be delivered in a sealed envelope, addressed to the Town Clerk, Town Hall, Wellington, and endorsed "Tender for Memorial Band Rotunda, Island Bay, Wellington," not later than 11.30 a.m. on Monday, 21st. October, 1929.

By Order,



M.Inst. C.E.
City Engineer.



City Engineer's Office:
Mercer Street,
WELLINGTON.



CITY OF WELLINGTON.

INSTRUCTIONS TO PERSONS TENDERING.

Contract No. 1409

INSTRUCTIONS TO PERSONS TENDERING.

(a). Tenders must be on the annexed form and accompanied by all the Documents annexed hereto, together with the Drawings supplied by the Engineer.

(b). The Contractor will be required to enter into a Contract comprising the Tender, and also the Bond for Performance of Contract, Contract for Execution of Work, Conditions of Contract, Specification, Schedule of Prices and Drawings supplied by the Engineer, together with any further Drawings and documents approved by the Engineer.

(c). The Tenderer must obtain for himself on his own responsibility and at his own expense, all the information necessary for making a Tender and entering into a Contract, and must examine the above-mentioned documents and drawings.

(d). If the Tenderer should desire to sub-contract for any part of the work, he shall at the time of tendering submit a description of the work or materials desired to be sublet, together with the name of the proposed sub-contractor for the purpose of obtaining the consent of the Corporation as required by the terms of Clause ~~14~~¹⁵, of the Specification General Conditions.


(e). Should there be any doubt or obscurity as to the meaning of the above-mentioned documents, or as to anything to be done or supplied or not to be done or supplied by the accepted tenderer or as to any other matter or things, the person tendering must set forth such doubt or obscurity in writing and submit the same with his Tender.


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(f). Neither the Engineer, the Town Clerk, nor any agent or servant of the Corporation or member thereof, shall have any authority to make any representation or explanation to persons tendering as to the meaning of the Conditions of Contract, Specification, Drawings or other documents, or as to anything to be done or supplied or not to be done or supplied by the accepted Tenderer, or as to any other matter or thing so as to bind the Corporation or fetter the judgment or discretion of the Engineer in the exercise by him of his powers and duties under Contract.

(g). Before the Tender is delivered, the Bills of Quantities and list of/day-work prices must be filled in by the Tenderer, with rates of charge and amount of each item, so as to form a Schedule of Prices.

(h). No alteration (other than the filling up of blanks intended to be filled up) must be made in the form of Tender, or in any of the documents annexed hereto. If any alteration is made except as aforesaid, or if these instructions are not fully complied with, the Tender may be rejected.

(i). If the Tenderer is not already, or has been within two years preceding the date of the tender, under Contract with the Corporation, time will be saved if he will send in with his tender the names and addresses of three persons (his banker being one) as references as to his position and responsibility. 

(j). The Tender and the annexed documents intact, and the Drawings, filled up as before directed, must be enclosed in an addressed and endorsed envelope, sealed, 

and delivered at the Town Clerk's Office, Town
Hall, Wellington before *11.30 p.m. 21st Oct. 1929.*

Any Tender received after than time may be rejected.

(k). The Corporation do not bind themselves to accept the lowest or any Tender, nor are they to be held responsible for, or be held liable to pay, any expenses or costs which may be incurred by any person in preparing the Tender.

(l). The Drawings can be inspected on application at the Engineer's Office.

Geo. Hardy
NO
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CONDITIONS OF TENDERING

- Tenders** Each tenderer must send in his tender for a lump sum, and the tender is to be accompanied by a complete schedule of quantities and prices showing how the lump sum has been arrived at.
- Deposit** Each tender must be accompanied by a cheque for Twenty Pounds (£20) on some bank in the City of Wellington, such cheque to be specially marked by such Bank as good for thirty (30) days.
- Sureties** With every tender the names of two Sureties must be proposed. Such Sureties with the contractor must within seven days after the execution by the contractor of the Contract, execute a bond in writing in the sum of Fifty Pounds (£50) in such form as may be prepared by the City Solicitor, conditioned to ensure the due carrying out of the Contract by the contractor. Such Bond shall be executed at the Town Clerk's office in Wellington or at such other place as may be fixed by the Town Clerk.
- Contract** The successful tenderer will be required to execute a contract in writing with the Corporation in such form as may be prepared by the City Solicitor embodying the agreement between the parties.
- Commencement of work** The successful tenderer will not be allowed to proceed with the work until the Contract in writing has been duly executed by him and the Bond by him and the sureties to the satisfaction of the City Solicitor.
- Non-compliance with Conditions** Any tender which does not comply with all the above conditions will be liable to rejection; and any non-compliance by the successful tenderer with any of the above conditions as execution of Contract or Bond, will render his deposit liable to forfeiture.
- Acceptance of Tenders** The lowest or any tender will not necessarily be accepted.

15/10/29.



These are the conditions of tendering contained in this ~~and~~ ~~the~~ sheet referred to in the annexed Contract of the 2nd December 1929 made between the Wellington City Corporation and


Town Clerk


Contractor

Contractor

These are the General Conditions contained in this and in
following 11 pages referred to in the annexed Contract
of the 2nd December 1929 made between the Wellington
City Corporation and

REF. C.C.
I.

James
Town Clerk

H. L. Dryden Contractor.

CITY OF WELLINGTON.

CITY ENGINEER'S DEPARTMENT.

CONTRACT No. 1409

SPECIFICATION (Part I.)

CONDITIONS OF CONTRACT.

CITY ENGINEER'S OFFICE,
MERCER STREET, WELLINGTON.

C. G. Hart

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CITY OF WELLINGTON.

REF. C.C.
I.

CITY ENGINEER'S DEPARTMENT.

CONTRACT No. 1499

SPECIFICATION—(PART I.)

CONDITIONS OF CONTRACT for the Works required to be done for the Corporation of Wellington in the Construction, Completion and Maintenance of
Memorial Band Rotunda.

and of Other Works connected therewith, at Island Bay

INTERPRETATION OF TERMS.

1. In these Conditions of Contract and in the accompanying specification, the word "**Corporation**" shall mean the Corporation of the City of Wellington. The words "**Engineer**" and "**Clerk of Works**" shall mean any person or persons who may from time to time be duly appointed respectively to control and to supervise the works. The word "**Contractor**" shall mean the Contractor or Contractors, his or their heirs or executors, or administrators whose tender for the whole or any part of the works comprised in this Contract shall have been accepted by the Corporation. The words "**Contract Price**" shall mean the sum for which the Contractor agrees to complete the works.

The words "**approved**," "**directed**," and "**required**" shall be held to imply the approval, direction, and requirements of the Engineer.

WORKS, ETC., TO BE ACCORDING TO DRAWINGS AND SPECIFICATION, AND TO THE SATISFACTION OF THE ENGINEER.

2. The Contractor is to make and execute all the works described in or implied by the specification, or shown in or upon any drawings, or set forth in any lists or tables attached thereto, and all works of every description throughout are to be executed conformably to the several drawings and details herein referred to, already prepared, or that may hereafter be prepared for that purpose, in the strictest accordance with the provisions of the specification and conditions, and the best, most substantial, and workmanlike manner, with materials (where provided by the Contractor) of the best of their respective kinds, and to the satisfaction of the Engineer; and should any work not be so executed, it shall be immediately altered and amended at the cost of the Contractor.

VOUCHERS.

3. Any vouchers, certificates, or invoices required by the Engineer to prove that materials are such as are described are to be furnished by the Contractor.

DRAWINGS, ETC.

4. The drawings referred to in the specification, and the specification shall be taken together to explain each other; and if in the execution of the work it shall be found that anything has been omitted or misstated, either in the drawings or specification, which is necessary for the proper performance and completion of any part or parts of the works, the Contractor shall at his own cost and expense execute the same, and provide whatever shall be requisite for so doing. Any written dimensions upon the drawings shall be taken in all cases in preference to measurements by scale, and anything contained in any one of the drawings only, or in the specification only, shall be equally binding on the Contractor, as much as if it were contained in all the drawings and in the specification, and in case there shall be any discrepancy between the drawings, specification, and conditions, or any ambiguity in any or either of them, such discrepancy or ambiguity shall not invalidate the Contract, but the same shall be rectified by the Engineer, if he deems it requisite, and the Contractor shall have no claim for compensation or damages on account of such discrepancy or ambiguity. If neither the drawings nor the specification contain any notice of minor parts or works, which are nevertheless necessary for the workmanlike completion and stability of the work, all such parts are to be made and executed by the Contractor without extra charge, and are to be deemed by him as included in the sum at which he contracts for the work. The Contractor is required to satisfy himself of the correctness of

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the information of every kind contained in the drawings and specification, as he will have no claim on account of any errors or inaccuracies that may be found in such documents after the works have been contracted for; and the Contractor is further required to inform himself completely and thoroughly of every circumstance connected with the work, and to provide in his tender for every contingency that may arise.

COPIES OF DRAWINGS, ETC.

5. The Contractor will be provided with a copy of the drawings, specification, and conditions free of cost, but these must all be kept upon the works, must be accessible to the Engineer or Clerk of Works, and must be returned to the Engineer as soon as he shall have certified the final completion of the Contract.

EXTRA WORKS AND ALTERATIONS OF WORKS.

6. The Contractor is to make and execute in the like manner, and with the like materials as aforesaid, any additions, deviations, or alterations to, from, or in the works, which the Engineer may from time to time, previously to the commencement, or during the progress, of the works, by an order in writing, require. The cost of such additions, deviations, or alterations shall be valued by the Engineer, at the several prices or rates set forth in the schedule of prices annexed to the Contract; and if any additions, deviations, or alterations shall comprise any description of work not named in such schedule, the same shall be valued at rates to be fixed by the Engineer. If the cost of the additions, deviations, or alterations when valued as above provided, shall be greater or less than the cost valued in the same manner, of the portion of the original works in which the additions, deviations, or alterations are made, then the difference in the cost shall be added to or deducted from the Contract price. No payment for any additions, deviations, or alterations whatever, which shall be claimed by the Contractor, will be admitted or recognised under any circumstances, or will be allowed or made, which shall be done or executed without or contrary to an order from the Engineer in writing as aforesaid, nor unless the total quantities and the rates of payment for such additions, deviations, or alterations shall have been approved by the Engineer, whose decision as to quantities and prices shall be final and binding on all parties, subject, however, to the provisions of Clause 37.

All works which the Engineer shall deem to be requisite or necessary for the security or improvement of the works shall be made and executed by the Contractor as herein provided, however extensive they may be, and shall be deemed to be additions, deviations, or alterations within the meaning of this clause. All claims for payment in respect of any additions, deviations, or alterations shall be made by the Contractor within the week following that in which the work may have been executed, otherwise no such claim will be allowed.

OMISSION OF PORTIONS OF WORKS.

7. The Engineer by writing under his hand may from time to time, require the omission of any particular portion or portions of works described in the specification or shown on the drawings, and may deduct the value thereof from the amount of the Contract at the rates named in the schedule, or, in case the description of the work omitted is not named in the schedule, at rates to be fixed by the Engineer, and the Contractor shall have no claim for loss, damage, or compensation on account of any such omission, but, in case of dispute, and if the description of work omitted is not named in the schedule, the powers contained in Clause 37 may be put in operation by the Contractor.

NET MEASUREMENTS.

8. When measurements are made, the net measurements will in all cases be taken, notwithstanding any custom to the contrary.

MATERIALS, PLANT, LABOUR, ETC.

9. The Contractor shall, except in so far as may be otherwise mentioned in the specification, provide at his own cost and charges all labour and all materials, tools, plant, tackle, machinery, waggons, cordage, cartage, stores, planking, staging, templates, and everything necessary, whether of a similar character or not, for the proper execution and completion of the several works, all of which are in this clause and hereinafter included under the words "**material, plant, and machinery.**" Due notice shall be given by the Contractor to the Engineer or Clerk of Works before any concrete foundations are laid, or any paving proceeded with thereupon, and generally the works shall be carried out under the direction of the Engineer. All material, plant, and machinery brought upon the ground of the works,

are to be the property of the Corporation for the purposes of the Contract, and the Contractor shall not take away any such material, plant, and machinery, without the written authority of the Engineer. The Contractor will be required to set out accurately, at his own expense, all the works comprised in this Contract, agreeably to the drawings and specification, and shall be held responsible for their being so set out and executed accordingly, and that notwithstanding the Engineer or Clerk of Works may have assisted the Contractor in setting out the same, or may have checked any levels and measurements fixed by him.

REMOVAL OF IMPROPER MATERIAL AND WORK.

10. It shall be lawful for the Engineer, or, in his absence, for the Clerk of Works, to order the removal from the works of any material, whether used or not, which may appear to him to be of an inferior or improper description, or to order the alteration or removal of any work which may appear to him to be executed in an improper or unworkmanlike manner; and the Contractor shall, at his own expense, remove such inferior or improper material, or alter or remove such improper or unworkmanlike work, within twenty-four hours after a written notice in that behalf given to him by the Engineer or Clerk of Works; and, in case of neglect or refusal to remove or alter the same according to such notice, the Corporation shall have power, till such material is removed, or such work removed or altered, to cause to be withheld payment of all sums of money that may be due, or that thereafter may become due, to the Contractor; and it shall be lawful for, but not obligatory upon, the Engineer, at any time after the expiration of the time stated in such notice, to remove, and, if necessary, to destroy any such material, or to take up and alter such work, and to relay or replace the same; and the cost and expense of so doing shall be deducted from any moneys then due, or that may thereafter become due, to the Contractor.

RETENTION OF IMPROPER MATERIAL OR WORK.

11. If the Contractor shall supply any material or execute any work which shall not be in accordance with the Contract, and if the Corporation, or the Engineer acting on its behalf, shall elect to have such material used, or to allow such work to remain, then, and in every such case, the Engineer shall have power to fix the price of any such material or workmanship, and the Contractor shall be bound by his decision.

CONTRACTOR TO BE REPRESENTED.

12. The Contractor at all times during the progress of the works, when he is not personally present and superintending them, must have a responsible agent or overseer stationed on the works to receive instructions from the Engineer or Clerk of Works, and to represent him for all the purposes of this Contract.

PROGRESS OF WORKS, ETC.

13. It shall be lawful for, but not obligatory on, the Engineer to direct the Contractor to carry out the works in such order and in such manner as he shall deem fit; and if the Contractor shall fail to make such progress with the works as the Engineer shall deem sufficient to ensure their completion within the specified time, or if he refuses or fails in the opinion of the Engineer to use due diligence in carrying out any particular part of the work which the Engineer shall have directed him in writing to carry out, or if he shall use or employ bad or insufficient material, or shall execute any work in an imperfect manner, or not to the satisfaction of the Engineer, or shall fail to employ what in the opinion of the Engineer is a sufficient number of men on the works; and if he shall fail or neglect to rectify any such cause of complaint for seven days after being thereunto required in writing by the Engineer; or if the contractor shall in the judgment of the Engineer commit a wilful breach of the Contract, then, and in any such cases, it shall be lawful for the Corporation to do at its option any of the following things, that is to say:—

(a.) The Corporation may, on giving written notice to the Contractor of intention so to do (signed by the Town Clerk), or the Engineer acting on behalf of the Corporation may, on giving the like written notice under his hand, forthwith cause additional men to be employed, and additional material, plant, and machinery to be purchased, and the cost of so doing may be deducted from any moneys then due or which may thereafter become due to the Contractor; and the Corporation may use all or any of the material, plant, and machinery which may be in, near, or upon the works for the purpose of being employed in or about the same without payment or compensation to the Contractor, whether for the use of or on account of any loss or injury which may happen to such material, plant or machinery; and it is expressly agreed that the exercise by the Corporation of the power herein given to cause additional men to be employed shall not debar it from afterwards exercising any other powers otherwise provided under this or any other condition forming part of the Contract.

(b.) Or the Corporation may, on giving written notice to the Contractor of its intention so to do (signed by the Town Clerk), take the work out of the Contractor's hands and carry it on under the direction of the Engineer.

In which case all rights and privileges which the Contractor may have had under the Contract shall from and after the delivery of such notice as aforesaid cease and determine, except in so far as is otherwise hereinafter provided in this present subclause (b.); and it is declared that, if on the final completion of the works it be found that the balance of the Contract price remaining unpaid, if any, and the deposit money and percentages or retention money, together with the value of the material, plant, and machinery aforesaid, after that which remains thereof, if any, shall have been sold in any way that may appear to be most advisable to the Corporation, is not sufficient to meet the outlay incurred in completing the works in all respects, and to pay for damages, if any, incurred by non-completion of the works within the Contract time, as provided in Clause 19 hereof, then the Contractor shall be bound to pay to the Corporation the surplus expenditure above such balance and other sums as aforesaid. But if, on the other hand, the works shall be completed within the Contract price, after paying for damages, if any, incurred by non-completion of the work within the Contract time, as provided in Clause 19 hereof, then there shall be paid to the Contractor such balance as may be ascertained by the Engineer to be due to him, including the deposit money and percentages, or retention moneys, if any, but without any interest thereon; and the Engineer may grant authority to the Contractor or his representatives for the removal of all surplus material, plant, and machinery, if any, remaining on the works after their completion, if not sold as before mentioned. But it is expressly provided that, in the event of any material, plant, or machinery being returned to the Contractor or his representatives, or being allowed to be removed by him or them as aforesaid, or being sold as aforesaid, the Corporation shall not be in any way liable for any loss, diminution, wear and tear, or injury such material, plant, or machinery, may have sustained before, during, or after the completion of the work. It is also expressly agreed that the exercise by the Corporation of the powers herein given to take the work out of the Contractor's hands and to carry it on under the direction of the Engineer, shall not debar the Corporation from afterwards exercising the powers given in sub-clause (c) of this present Clause 13.

(c.) Or the Corporation may, on giving written notice to the Contractor of its intention so to do (signed by the Town Clerk), take the works out of the hands of the Contractor, and re-let the works to another Contractor, hereinafter called the second Contractor, and that either after advertising for tenders or without doing so, as it shall think fit, and from and after the delivery of such notice as aforesaid, all rights and privileges which the Contractor may have had under the Contract shall cease and determine, except in so far as is otherwise hereinafter provided in this present sub-clause (c).

In which case it is hereby declared, that the material, plant, and machinery, if any, which may be in, near or upon the works, for the purpose of being used or employed in or about the same, or of being used or employed to assist in the carrying out of the work, shall remain the absolute property of the Corporation; and, the said material, plant, and machinery being regarded as in the nature of value rendered or work done by the Contractor under the Contract, the works shall be let to the second Contractor, with the same remaining on or about them: Provided that it shall be lawful for the Corporation should it consider any portion or portions of the same to be unsuitable or not required for purposes of completing the works, to cause such portion or portions to be sold in any way it may deem advisable.

If the balance of the Contract price remaining unpaid, together with the deposit money, percentages, or retention moneys, and the amount, if any, obtained by the sale of such portion or portions of the material, plant, and machinery, is not sufficient to meet the sum which shall be agreed to be paid to the second Contractor for the completion of the works, then the Contractor shall pay to the Corporation a sum of money equal to the excess of the sum so agreed to be paid to the second Contractor, over and above such balance and other sums aforesaid.

It is further provided that if the Engineer shall think that, owing to the Contractor not having made sufficient progress with the works, or to delay caused directly or indirectly by other default of the Contractor, the works cannot be completed by the second Contractor within the time originally fixed under the Contract for their completion, then the Corporation shall, when it re-lets the works to the second Contractor, give such extension of time for their completion as the Engineer shall decide to be necessary; and the Contractor shall then pay to the Corporation a sum of money equal to the damages which would have been incurred, calculated as provided in Clause 19 hereof, for delay in the completion of the works equal to the extension of time so granted; and such sum may be deducted from any moneys then or thereafter payable to the Contractor.

(d.) Or the Corporation may, on giving written notice to the Contractor of its intention so to do (signed by the Town Clerk), absolutely determine this contract without further process; and from and after the delivery of such notice as aforesaid the contract shall be

absolutely determined, and on such determination the money which shall have been previously paid to the Contractor under the Contract shall, if the Corporation in its discretion think fit, be deemed to be the full value of the work executed, and shall be taken and accepted by the Contractor in full payment and satisfaction of all claims and demands under the Contract; and the deposits and percentages or retention money, and also all material, plant, and machinery then being in, near, or upon the works for the purpose of being used or employed in or about the same, or being used or employed to assist in the carrying out of the work, shall remain the absolute property of the Corporation.

POWER TO ASSESS DAMAGE.

14. If the Contractor shall commit any breach of, or fail to comply with, any of the conditions herein contained, and on the part of the Contractor to be observed or performed, it shall be lawful for the Corporation, either to pursue the remedy, if any, provided herein for such breach, or to cause the usual remedy to be pursued, or to call upon the Engineer to estimate and assess in writing under his hand the damage and loss that may have arisen or occurred or be likely to arise or occur thereby, and the amount so assessed may be deducted from any moneys that may be due or owing, or may thereafter become due or owing, to the Contractor under the Contract.

CONTRACTOR NOT TO SUBLET WORKS OR ASSIGN MONEYS.

15. The Contractor shall not sub-let any portion of the works, nor enter into any sub-contract for the execution thereof, or any portion thereof, or assign all or any of the moneys payable, or to become payable under the Contract, or all or any part of any other benefit whatsoever arising or which may arise under the Contract, without the consent in writing of the Corporation given under its Common Seal. If the Contractor shall so assign, either by legal or equitable assignment, all or any of the moneys payable or to become payable under the Contract without such consent, all moneys so assigned shall be forfeited, and neither the Contractor nor the assignee shall have any claim or right to the payment thereof; and such forfeiture shall not relieve the Contractor from any other liability to which he may be subject for breach of the Contract.

BANKRUPTCY OR DEATH.

16. If the Contractor shall become bankrupt, or shall die, before the final completion of the Contract, then it shall be lawful for the Corporation, summarily, and of its own authority, and without any process of law for that purpose, to take possession of the works, and to take them out of the hands of the Contractor, or of his administrators or executors, or of the official or other assignee or trustee, assignees or trustees of his estate, and to carry them on at its option, either in the manner and subject to the conditions provided in sub-clause (b) of Clause 13 hereof, or in the manner and subject to the conditions provided in sub-clause (c) of the same clause.

Provided that in the application of the said sub-clause (b) and (c) under this present clause, the word "**Contractor**" shall include the official or other assignees or trustees, assignees or trustees of his estate as the case may require.

The term "**Bankrupt**" shall include the making of an assignment for the benefit of, or a composition with, creditors or in any way taking the benefit of or being brought under the operation of any Act for the time being in force for the relief of debtors, bankrupts, or insolvents.

Provided further that if the Contractor shall die before the final completion of the contract, his executors or administrators shall be entitled to a period of four weeks from the date of the death of the Contractor, within which to appoint some other practical and responsible person to be approved of by the Corporation, by writing under its Common Seal, to carry on the Contract. During such terms of four weeks it shall be lawful for, but not obligatory upon the Engineer to carry on the work for and on behalf, and at the cost of the executors or administrators of the Contractor.

If the terms of this proviso are not complied with the Corporation shall be at liberty to proceed as set out in the first paragraph of this present clause.

LIABILITIES OF CONTRACTOR.

17. The exercise by the Corporation, the Engineer, or Clerk of Works, of any of their respective powers shall not relieve the Contractor from any liability to which he may be subject for any breach of the Contract.

CLAIMS BY WORKERS FOR COMPENSATION FOR ACCIDENTS.

18. The Contractor shall, during the continuance of this Contract and so long as any of the works forming the subject-matter thereof shall continue to be executed, and at his own cost keep himself and also the Corporation insured against all liability to pay compensation or damages under "The Worker's Compensation Act, 1922," and the several Acts amending the same and at common law to workers or their dependents, for or in respect of accidents occurring to workers employed on the said works (whether under this Contract or any sub-Contract thereunder or otherwise howsoever), and arising out of or in the course of such employment.

Every policy of such insurance shall be effected in such accident insurance office as the Corporation shall by writing under the hand of the Town Clerk approve of, and shall be in such form and with such provisions as the Corporation approves, and shall be deposited by the Contractor with the Corporation, who shall have the exclusive custody thereof.

Not later than the forenoon of the day on which any premiums in respect of any such policy fall due, the Contractor shall pay the same and deposit the receipt therefor with the Town Clerk.

If the Contractor fails or neglects to effect or keep on foot any such insurance as aforesaid (whereof the non-deposit with the Corporation or Town Clerk of the policy or premium-receipt shall be deemed to be sufficient proof), or to deposit the policies or premium-receipts in respect thereof with the Corporation or Town Clerk as aforesaid, it shall be lawful for but not obligatory on the Corporation at any time thereafter to effect or keep on foot any such insurance, or pay any premiums; and all moneys expended by the Corporation in so doing, as also all moneys payable by the Corporation in respect of its liability to pay compensation or damages as aforesaid, shall be deemed to be debts due and owing by the Contractor to the Corporation, and, without effecting any other remedy for the recovery thereof, may be deducted from any moneys due or to become due under the Contract.

Any such failure or neglect as mentioned in the last foregoing clause shall, in addition, authorise the Corporation or the Town Clerk to exercise any power of determining this Contract, or other power given to the Corporation or Town Clerk (as the case may be), and expressed to be exercisable upon breach by the Contractor of the provisions of this Contract, or of any document forming or deemed to form part thereof.

TIME OF COMPLETION.

19. The Contractor shall complete the whole of the works of the Contract on or before the day mentioned in that behalf in the specification; and the Corporation shall be entitled to deduct or set-off for every period of delay mentioned in that behalf in the specification after that date, and as by way of liquidated damages, and not as and in the nature of a penalty, the sum mentioned in that behalf in the specification; and such damages shall be deducted from the final balance and the cash deposit to be made by the Contractor, as provided in Clause 27, or, at the option of the Corporation, from any other moneys payable to the Contractor; and, in the event of any alterations, deviations, or additions or extra works being required, or in the event of any delay arising from strikes, lock-out or unusual inclement weather the Engineer shall allow such an extension of time, if any, as he shall think adequate for such alterations, deviations, additions, extra work, or delay; and at the expiration of the time so allowed the deductions or set-offs for delay shall come into operation, subject however to the provisions of Clause 37.

SUSPENSION OF WORK.

20. The Contractor, on receiving written notice from the Engineer, shall suspend the whole or any portion of the works, as may be directed; and the Contractor shall have no claim for loss or damage on this account, and such suspension shall in no wise vitiate the Contract; but a commensurate extension of time for completing the works shall be allowed to the Contractor, such extension of time to be at the discretion of and to be decided by the Engineer, or as provided in Clause 37.

WORKS TO BE SECURED.

21. The Contractor shall provide for effectually securing the several portions of the works from injury or loss by fire, floods, theft, weather, or from any other cause, whether of a like nature or not, as occasion may require, or as the Engineer, or, in his absence, the Clerk of Works may direct; and, should he refuse or fail to do so for six hours after receiving written notice in that behalf, it shall be lawful for the Engineer or Clerk of Works to employ men, and to use any material, plant and machinery then being on or near the works, and to purchase other material, plant, and machinery, and to cause such work to be done and such other steps to be taken as may be necessary for ensuring the safety of the work; and the cost of doing the same shall be deducted from any moneys then or thereafter payable under the Contract.

TRESPASS, ETC.

22. The Contractor shall not enter upon any streets or lands outside the limits of those defined in, and held in possession by him, under Clause 31 hereof, for the construction of the works, or for any purpose whatever in connection with the Contract without the consent in writing of the Corporation, or of the occupier and owner of such lands; and any costs or damage incurred by the Corporation through any legal process on account of any trespass incurred by the act or negligence of the Contractor or his workmen shall be deducted from the contract price, and shall be taken as payment made on account of the Contract; and should the Contractor refuse or neglect to erect and maintain, either or both, any temporary fences, gates, or other necessary accommodation it shall be lawful for, but not obligatory on the Engineer, after having given the Contractor twenty-four hours notice in writing, of his intention so to do, summarily, and without further process, to cause any such temporary fences, gates, or other accommodation to be erected and maintained which he may deem necessary for the proper protection, either of such streets, lands, or of the adjoining lands, or for the safety of the public; and the cost of doing the same shall be deducted from moneys due, or that may thereafter become due, to the Contractor under the Contract.

MAINTENANCE OF THE WORKS, ETC.

23. The Contractor shall repair and make good all injury or loss which may happen during the progress of the works, to the works, or to any material, plant or machinery, by fire, floods, theft, weather, or from any other cause whether of a like nature or not, and he shall keep and maintain in good and sufficient repair the whole of the works executed under the Contract, and shall provide all labour, and all material, plant and machinery, necessary for such maintenance, for the period of maintenance mentioned in the Specification, and the Contractor shall, on the expiry of the said period of maintenance, be bound to deliver the whole of the works in good and sufficient repair and to the satisfaction of the Engineer. If, during such period of maintenance, the number of men employed by the Contractor is insufficient to maintain the works in good and sufficient repair to the satisfaction of the Engineer, the Contractor shall, on receiving notice in writing from the Engineer to do so, forthwith employ such additional number of men as the Engineer shall direct; and should the Contractor refuse or fail to do so within twenty-four hours of his receiving such notice, then it shall be lawful for the Engineer to employ such additional men, and to purchase all necessary material, plant, and machinery; and the cost and expense of so doing shall be deducted from any moneys then due, or that may thereafter become due, to the Contractor.

The Contractor shall be liable for any accident, damage, or injury whatsoever to the public or to any individual which may be caused by his operations during the progress of the works or during their maintenance. He shall also take all sufficient precautions to prevent accident during the construction or repair of, or when opening any street or highway under the control or charge of the Corporation, by erecting bars or fences across such street or highway, or round any dangerous place therein, and shall cause any such dangerous place to be sufficiently lighted by night, and shall maintain all night lights and temporary roads required, and shall make all arrangements by temporary roads or otherwise which may be necessary or may be required by the Engineer to prevent stoppage or delay of public traffic, and shall generally take all such precautionary and other steps and do all such things in respect of any such street as aforesaid as the Engineer may direct or other public safety or convenience may require, and in particular (in regard to streets under the charge or control of the Corporation and without being thereunto required), as the Corporation is or shall be required or liable by law to do. Should the Contractor neglect or refuse to take any such steps or to do any such thing as aforesaid, the Engineer shall have a discretionary power in the matter similar (regard being had to difference of circumstances) to that given to him by Clause 21, and the cost incurred shall be deducted in manner mentioned in such clause. The Contractor shall keep indemnified the Corporation against all claims which may be made against it on account of any such accident, damage, or injury as aforesaid, or of any neglect on his part to comply with all or any of the provisions of this present clause.

POWER TO REQUIRE DISMISSAL OF ANY WORKMAN.

24. The Engineer may require the dismissal within twenty-four hours by the Contractor of any agent, overseer, foreman, workman, or other person employed by him on the works, who may, in the opinion of the Engineer, be incompetent, or who may misconduct himself; and any man so dismissed shall not be again employed on the works.

It shall be lawful for the Corporation to deduct from any moneys then or thereafter payable to the Contractor the sum of £10 for each and every day on which any person shall be employed on the works after the Contractor shall have received written notice requiring his dismissal, and such sum shall be taken and deducted as and for liquidated damages for a breach of this clause as aforesaid. But the exercise of a power hereby given shall be with-

out prejudice to the exercise of any other power, right, or remedy reserved or given to the Corporation or the Engineer under this Contract, in respect of any such breach as aforesaid, or otherwise howsoever.

TRUCK SYSTEM NOT ALLOWED.

25. The workmen, tradesmen, and labourers of every class employed on the works to which these conditions refer, shall be paid their wages in full in money current in the Dominion as cash at least once in every fortnight, and no ticket or other system of payment by provisions, liquors, or goods will, on any pretence, be allowed, nor shall the Contractor, nor any person or persons employed by him, or in any way connected with him, establish any shop for the supply of liquors, provisions, or goods, nor shall the contractor oblige his workmen to take provisions, liquors, or goods of any kind from any person in particular. The workmen of every class shall be paid on the works if it be possible, or in some building adjoining, and in no case shall they be paid at a public house, or other place where liquors or refreshments are sold. If the Contractor shall at any time during the continuance of the contract commit or suffer a breach of this clause, then, and in every such case, and as often as the same shall happen, it shall be lawful for the Corporation, without notice to the Contractor, or any further process of law, to deduct from any moneys that may be due or owing to the Contractor under the Contract, or that thereafter may be due or owing thereunder, a sum of fifty pounds. Such sum shall be taken and deducted as and for liquidated damages for a breach of this clause as aforesaid. But the exercise of the power hereby given shall be without prejudice to the exercise of any other power, right, or remedy reserved or given to the Corporation, or the Engineer, under this Contract in respect of any such breach as aforesaid, or otherwise howsoever. The Engineer shall be the sole judge of the fact whether a breach of this clause has or has not been committed.

SCHEDULES OF QUANTITIES, ETC.

26. Should any schedule of quantities or other information be supplied by the Corporation or by the Engineer, such schedules or information are only for the assistance of the Contractor in checking his own estimate; and, although they are believed to be accurate, at the same time they are not warranted as accurate; and no claim of any kind will be allowed, though the same shall be found incomplete or inaccurate. The Contractor must satisfy himself as to the completeness or accuracy of any such schedule or information, and rectify any mistakes therein before making any tender.

SECURITY.

27. Should the sureties named in the tender not be approved of by the Corporation, the Tenderer shall find approved sureties within seven days after such non-approval shall or may be notified to him, and, failing his so doing, the Corporation shall be entitled to declare the amount deposited with the tender to be absolutely forfeited, and the same shall thereupon become and be absolutely forfeited accordingly.

The amount of the cheque deposited with the tender is also to be held as security for the due performance and observance of the contract. In the event of the non-execution of the bond by all or any of the parties thereto within the time mentioned in that behalf in the Specification, or of the non-performance or non-observance of the Contract, the Corporation shall be entitled to declare such deposit to be absolutely forfeited, and the same shall thereupon become and be absolutely forfeited accordingly.

PAYMENTS.

28. (1.) Progress payments on account will be made as the works proceed at the intervals mentioned in that behalf in the specification, or as nearly at such intervals as reasonably may be, regard being had to the dates at which meetings of the Council or of any Committee or Committees of the Council shall be actually held, whereat, according to the usual practice for the time being of the Council, accounts of such nature are usually examined or passed for payment, and regard being also had to the time reasonably required to procure the signatures to cheques for the time being necessary according to the then practice of the Council, (and regard being further had to the ordinary practice or customs for the time being of the Council), and to all other reasonable circumstances.

(2.) Such payments will be made only on the certificate in writing of the Engineer.

(3.) The rates at which such payments shall be made shall not exceed those stated in the specification, and in granting such certificate (the Engineer shall not be bound to certify) for work or for plant or material at the rates contained in the Schedule of quantities and prices annexed to the tender, if the quantities and prices therein named shall, in his opinion, not represent the true quantities and value of the work.

- (4.) The balance of the moneys payable under the Contract, less the amount or percentage mentioned in the specification which has to be retained until the expiration of the period of maintenance, less also the amount retained under the provisions of "The Wages Protection and Contractors' Liens Act, 1908," will be paid seven (7) days or as nearly as reasonably may be, regard being had to the matters previously mentioned in this clause, after the Engineer shall have certified under his hand that the works have been finally and satisfactorily completed, and that such balance is due to the Contractor.
- (5.) The said deducted amount or percentage will be retained until the expiration of the period of maintenance to ensure the fulfilment of Clause 23 of these Conditions, and from that sum shall be deducted the cost of any repairs or defects, if the Contractor shall have failed to execute the same; and no part of the said deducted amount or percentage shall be due to the Contractor until the Engineer shall have certified under his hand that such maintenance has been duly performed.
- (6.) The amount deposited as cash security shall be repaid to the Contractor on the certificate of the Engineer, together with the last payment in connection with the Contract, but shall be subject to the same deductions for costs of repairs or defects as hereinbefore provided in relation to the said amount or percentage deducted to ensure the fulfilment of Clause 23 of these conditions.
- (7.) Notwithstanding anything contained in the foregoing provisions of this Clause it is hereby specifically declared:—
 - (a) That no sum or sums of money shall be considered to be due or owing to the Contractor, nor shall the Contractor be entitled to make any claim for or on account of any work executed or maintained by him, or for or on account of plant or material supplied by him, or for the amount of the cash security, unless such certificate shall have been given by the Engineer as aforesaid, nor shall any sum or sums of money so certified be considered to be payable to the Contractor until such certificate shall have been presented by the Contractor to the City Treasurer.
 - (b) That no delay whatsoever in paying the amount of such certificate shall be deemed or held to be a breach of or to vitiate this Contract,
 - (c) That if in the opinion of the Engineer, further enquiry is desirable or necessary before any certificate is paid, the Corporation shall have power to suspend the payment of all or any part of the amount mentioned in such certificate.

PROGRESS PAYMENTS WITHOUT PREJUDICE, ETC.

29. No certificate given to the Contractor for the purpose of any progress payments shall prevent the Engineer at any future time before the termination of the Contract from rejecting all unsound material or improper workmanship, and, notwithstanding the giving of any certificate that portions or the whole of the works have been satisfactory performed, the Engineer may require the Contractor to remove and amend, at any time previously to the final payment on account of the construction or maintenance of the works, any work that may be found not to be performed in accordance with the Contract, or any material used that may be found to be unsound or not in accordance with the specification, and the Contractor must remove and amend, at his own cost, all such work and material when so required, notwithstanding any approval made or given by the Engineer or Clerk of Works.

The Corporation reserve to themselves the right to use the works comprised in this Contract, or any part or parts of the same, before the final completion of the Contract, but such use of the whole or any part of the said works shall not be deemed a complete and sufficient delivery by the Contractor, but only a permissive use thereof, unless and until a certificate in writing, signed by the Engineer, of the final completion of the said Contract in its entirety, and of the final settlement of the admeasurements to be made between him and the Contractor, shall have been given.

INSURANCE.

30. The Contractor shall effect and maintain during the continuance of the Contract an insurance against fire, in the name and for the benefit of the Corporation, upon all material, plant, etc., delivered upon the site of the works, for such sums, and in such insurance office selected by the Contractor as the Corporation or the Engineer acting on its behalf shall approve of, and shall deliver the policy or any renewal thereof, together with all receipts for premiums paid thereon from time to time, to the Town Clerk.

LAND.

31. The Corporation shall, within thirty days after the execution of the Contract in writing by the Contractor, cause the Contractor to be put in possession of such parts of the streets or other lands as may from time to time be required for the construction of the works comprised in this Contract.

If any delay shall take place in giving to the Contractor possession of the streets or lands required for the works as aforesaid, such delay shall not be deemed to be a breach of the Contract, or to give the Contractor any claim for compensation, but the Contractor shall be entitled to such reasonable extension of time for the completion of the works as shall be fixed by the Engineer, or, in case of dispute, by Arbitration, as provided by Clause 37.

Provided that nothing herein contained shall at any time hinder the Corporation or any person or persons duly authorised by it, from entering upon or making use of such streets or lands, or any portion thereof, for any purpose whatever, provided that such use shall not, in the opinion of the Engineer, interfere with or hinder the Contractor in the performance of the Contract.

The Corporation and Engineer shall have at all times full power to send workmen on to any part of the streets or lands comprised in this Contract for the purpose of executing any works not included in the Contract, and for whose operations the Contractor is to afford every reasonable facility, provided that such operations shall be carried on in such a manner as not to unduly impede the progress of the works included in this Contract.

CONDITIONS NOT TO BE VARIED, ETC.

32. None of the conditions of the Contract shall be varied, waived, discharged, or released, either in law or in equity, unless by express consent in writing of the Corporation signed by the Town Clerk.

DELIVERY OF NOTICE.

33. Any written instrument or notice to be given or delivered to the Contractor under the Contract or the specification shall be deemed to have been so given or delivered when it is given or delivered to the Contractor, or to his representative on the works, or when affixed to any part of the works or left at or sent through the ordinary course of post addressed at the Contractor's or his representative's usual or last known place of abode or business, or when given or delivered to his sureties or either of them or sent through the ordinary course of post addressed at the usual or last known place of abode or business of his sureties or either of them.

DELAY IN FURNISHING DRAWINGS, ETC., BY THE ENGINEER.

34. Should any delay occur in furnishing any drawings, details, or particulars to the Contractor by the Engineer, the Contractor shall have no claim for compensation for such delay, but he shall be entitled to such reasonable extension of time for the completion of the works as shall be fixed by the Engineer, or, in case of dispute, as provided by Clause 37 hereof.

RIGHT TO ENTER UPON WORKS.

35. The Engineer, Clerk of Works, and any other person or persons duly authorised by the Corporation, shall have power at all times to enter upon all or any portion of the works; and to make examination of any material, plant, and machinery in use for the purposes of the Contract; and the Contractor shall give every facility for the exercise by such persons of the powers given under this clause.

ARBITRATION AND SETTLEMENT OF DISPUTES.

36. Should any dispute arise as to any matter or thing connected with the execution of the works, or as to the intent or meaning of any part of the Contract, it shall be referred to the decision of the Engineer, and his decision, interim or final, shall be finally binding and conclusive on all parties.

Provided always that if the Contractor shall be aggrieved by any such decision by the Engineer given as to any of the points herein below set forth, and shall within fourteen days after the giving of such decision serve a notice in writing upon the Engineer requiring the matter in question to be referred to Arbitration; then and in every such case such matter shall be referred to a single Arbitrator, and such reference shall be deemed a submission to Arbitration within the meaning of the purposes of "The Arbitration Act, 1908."

The matters which may alone be submitted to such an Arbitrator are:—

- (1.) As to whether the Engineer has allowed a reasonable extension of time for the completion of the Contract in consequence of any strike, or lock-out, or unusually inclement weather, or of any additional works ordered, or of suspension of work under Clause 20.
- (2.) As to the cost of any additions, deviations, alterations, or omissions to, from, or in the works included in the Contract, and which are not determined by the priced out schedule to be provided by the Contractor.
- (3.) As to damage to life or property attributable to the operations carried on under the Contract.
- (4.) As to the reasonable amount of any ad interim payment.

LAW OF NEW ZEALAND TO APPLY.

37. All questions arising as to the formation, authentication, signature, attestation, or construction of the Contract shall be determined in accordance with the laws of New Zealand, and all actions in respect of this Contract shall be brought only in New Zealand.

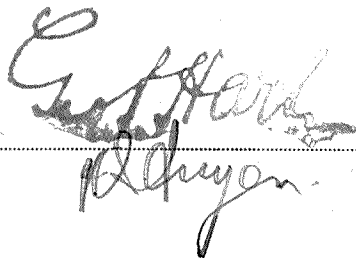
REPRESENTATIVE IN NEW ZEALAND.

38. Should the Contractor be resident out of New Zealand he must have a representative residing in New Zealand, and any notices intended for the Contractor shall be deemed served upon him if served upon any person, firm or company actually representing the Contractor in New Zealand.

PATENT RIGHTS AND ROYALTIES.

39. The Contractor shall indemnify the Corporation against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

The payments of all royalties shall be included by the Contractor in his tender and shall be paid by him to whom they may be due or payable.



M. Inst. C.E.
City Engineer.
Wellington, N.Z.



WELLINGTON CITY CORPORATION.

S P E C I F I C A T I O N

For the Erection of Memorial Band Rotunda: Island Bay:
Wellington.

: :

Neither the following Clauses nor the detailed description therein
or in the Specification shall limit the obligations and liabilities
of the Contractor under the Conditions of Contract attached hereto.

: :

Special Clauses.

(1). The works comprised in this Contract Extent of Contract.
consist of the erection of a Memorial Band Rotunda
Building, and shall include the construction, completion
and maintenance of the whole of the works which are
shown on the Contract Drawing or implied thereupon,
and as detailed in this Specification, the Bills of
Quantities and Schedule of Prices, and in accordance
with the descriptions, quantities and rates of prices
inserted therein, all of which shall be read together
for obtaining the true intent and meaning of the works
which require to be executed in carrying out the Contract.

(2). The whole of the work of this Contract Situation and Site of Works.
is situated on Corporation property at the junction of
Reef Street and The Parade, Island Bay, Wellington.

(3). The Contractor shall at his own cost Conveniences for Workmen.
make what arrangements he considers necessary for
the provision of Conveniences for his workmen. The
Conveniences shall be kept clean at all times and finally
removed at the completion of the Contract.

(4). The Contractor shall give every facility Attendance on & facilities to Special Tradesmen.
to the special tradesmen, to enable them to fix
and erect complete in full working order and maintain

for the period specified each and every portion of their section of the work, and he shall give all notices to the special tradesmen and make all arrangements with them for the supply and delivery and erection and maintenance of this work.

(5). During the period of this Contract the Contractor shall without claim for obstruction or delay be required to give every facility to Corporation or other workmen to carry out work not included in this Contract, but required in connection with the Conveniences, such as road and garden formation, water, sewer and electrical service.

Facilities for Corporation or other workmen.

(6). Water for concrete, mortar or domestic purposes shall be obtained from the City Water Supply. The Contractor shall at his own cost make all arrangements with the Authorities concerned for connecting with the main supply pipe and all pipes and appurtenances necessary for conveying the water from the source of supply to the place of use.

Water Supply.

(7). Contract Drawing No. 1. Ref. No. 29/1086, General Plan Elevations, etc.

List of Drawings.

(8). Pegs, permanent for the period of construction of the works giving the construction levels and position of the building, will be provided by the Engineer.

Levels.

(9). The quantities inserted in the Bills of Quantities and Schedule of Prices shall not be taken as definitely representing the actual amount of work to be executed or the full extent of the Contract. They are supplied to assist the persons tendering in arriving at the amount of their tender and they shall be fully priced and extended in order that the prices contained therein and set against each item may be used as a Schedule of Prices for the purpose of determining

Work to be paid for on Measurement.

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the value of the work, and shall be held to include any instruction implied or otherwise relating to the work which may be contained in any of the Contract Documents. The whole of the works shall be measured after completion and paid for according to the actual quantity of work executed at the prices filled in by the Contractor, opposite each description of work in the Bills of Quantities and Schedule of Prices.

Should the Contractor add to or deduct from the total of the original monied out items contained in the Bills of Quantities and Schedule of Prices any lump sum for the purpose of arriving at the net amount of the tender, then the percentage equal to the percentage of the lump sum so added or deducted to the net amount of the tender shall be added to or deducted from each item opposite to which a sum has been inserted in the Bills of Quantities and Schedule of Prices.

Note: This clause supersedes Clause 26 of the General Conditions.

(10). In order to comply with the terms of Method of Measurement. Clause No. 8 of the Conditions of Contract as to the manner of measuring work in preparing the Bills of Quantities and Schedule of Prices, and also as to the basis of measurements upon which the various work will be measured up and paid for at completion, the method of measurement generally adopted is that of measuring net construction. Where there is any exception to this, the special method then adopted is more fully set forth under the head of "Method of Measurement" in the Bills of Quantities and Schedule of Prices.

(11). When preparing monthly Certificates an allowance will be made for any sums inserted against the items under the head of "Payments for Condition of Contract and Specification Clauses."

Payments on account of Conditions of Contract and Specification Clauses.

The allowance on each Certificate will be a percentage of the value of the actual work measured. The rate of percentage to be used will be found by taking the total amount of the priced items under this head and ascertaining what percentage such sum bears to the total amount of the tender after the amounts set against these clauses have been deducted from same.

(12). Payments shall, subject to Clauses 28 and 29 of the General Conditions of Contract, be made every calendar month, and the rate of such payments shall, subject to the aforesaid Clauses, be seventy-five per cent (75%) of the value of the work done as estimated by the Engineer.

Progress Payments.

(13). The Contractor shall commence the works when and not until he receives an order in writing from the Engineer so to do.

Time of Commencement.

(14). The Contractor shall carry out and complete the work comprised in the Contract within a period of six weeks from the date of the written order of the Engineer to proceed with the work or within the extended time for completion, if any, fixed by the Engineer under the provisions of Clause 19 of the General Conditions of Contract.

Date of Completion.

(15). Completion of the works shall not be deemed to have taken place until a certificate of the Engineer shall have been given the Contractor.

Completion to be certified.

(16). If the Contractor shall not complete the works by the time fixed by Clause 14 of this Specification

Liquidated Damages.

or in the case of extension or extensions of time, under Clause 19 of the General Conditions of Contract, by the time fixed by the Engineer, he shall allow or pay to the Corporation by way of liquidated damages, the sum of £1 (One Pound) for each day during which the works remain incomplete after the date fixed for completion by Clause 14 of this Specification or in the case of extension or extensions of time under Clause 19 of the General Conditions of Contract after the time for completion fixed by the Engineer. The Engineer shall ascertain and determine all sums due to the Corporation under this Clause.

(17). The Contractor shall maintain the works Period of Maintenance. for a period of three calendar months from and after the date when the Engineer shall have certified under his hand that the works have been finally and satisfactorily completed.

(18). The sum to be retained as provided Retention of Money for the Period of Maintenance. by Clause 28 of the General Conditions of Contract until the expiration of such period of maintenance shall be 5% (five per cent) of the Contract price, exclusive of the deposit.

(19). Twenty-five (25%) per cent of the amount Retention of Money under provisions of The Wages Protection & Contractors' Lien Act. of the Contract price will be retained in accordance with the provisions of the Wages Protection and Contractors' Lien Act, 1908, for a period of thirty-two (32) days after the Engineer shall have certified under his hand that the works have been finally and satisfactorily completed.

(20). If it shall in any special instance Day Work. become necessary, in the opinion of the Engineer, to execute any altered, additional or substituted work, either wholly or in part, "by the day", and the Engineer shall order in writing such work to be executed in that

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manner, the claim therefore shall not be recognised unless the Contractor shall deliver to the Engineer or resident Engineer, within one day, and so from day to day, a true and exact account of the names, occupation, time and wages of the several workmen engaged during the previous day on every such work in respect of which a charge "by the day" is intended to be made, and of the exact kind, quality and net cost price of each material used on such previous day, with time and pay-sheets, nevertheless no charges "by the day" shall be made unless it shall in the opinion of the Engineer be impracticable or unreasonable to determine the value of the amount of work in manner otherwise herein provided, and unless he shall have ordered in writing such work to be executed in that manner.

(21). The Engineer in exercising his powers under Clause No. 6 of the General Conditions, may direct certain work to be executed by "Time and Material Account." In such an event, the price to be paid will be ascertained by applying current rates of pay to workmen (excluding Foremen) and the current prices paid for material to the respective hours worked, and materials used, and when the actual nett total amount incurred by the Contractor has been thus calculated, 12 $\frac{1}{2}$ % will be added, this percentage is to cover the Contractor's profit, administration charges, foreman and supervision charges, use of tools, fire, lighting, watching, etc., and all other charges.

Day Work
Prices.

(22). A sum of Fifteen Pounds (£15) has been included in the Bill of Quantities and Schedule of Prices as a provision beyond measured work to cover the cost of any additional work there may be ordered.

Provisional
Sum for
Contingencies.

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(23). Provisional sums of money as distinct from Prime Cost or P.C. amounts; and provisional items of work or material, or work and materials may, as the Engineer shall decide in writing, be used in part or whole as required, and be deducted in part or whole as not used.

Provisional
Sums of Money
as distinct
from P.C. amount
and provisional
Items of Work.

The Contractor shall be allowed £10 per centum profit out of such provisional sums of money and provisional items of work or materials, or work and materials, as shall be used in work executed by the Contractor, unless such items of work or materials, or work and materials, already bear a price in the Contract, when the prices stated shall be taken as including the Contractor's profit. If the Engineer shall in writing permit the Contractor to employ some other person or Sub-Contractor to execute any or all of the work contemplated by any or all of the provisional sums of money or provisional items of work or materials, or work and materials, then the Contractor shall be allowed £10 per centum profit on to the amounts certified by the Engineer and paid by the Contractor to such other person or Sub-Contractor.

It is to be understood, that in adjusting the provisional sums of money and provision items of works or materials, or work and materials with the amounts spent or used, no allowance shall be made the Contractor for the use of his scaffoldings, tools or plant or for Foreman's time, superintendence or for shop or office expenses.

(24). The expression "Prime Cost" or letters "P.C." as applied to the value of articles, shall mean the actual net amount paid by the Contractor for the articles in question, to any tradesman or merchant selected by the Engineer in writing, after the trade and every other discount has been deducted, except a bona fide

Prime Cost and
"P.C." amounts.

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discount for cash. The net amount shall be taken as the nett cost of the articles at the place of manufacture, (if manufactured within New Zealand), or at the establishment of the local distributors in the case of articles imported from overseas.

The nett cost may apply to articles selected from local stock, or articles supplied on indent from overseas, as the Engineer shall decide.

The Contractor shall obtain the Engineer's written authority before ordering any Prime Cost articles: and shall, upon the request of the Engineer, produce all vouchers and receipted bills for the goods so ordered and supplied. The Contractor shall allow in his estimate on to the Prime Cost sums provided for carriage, taking delivery at site, use of scaffolding, tools and plant, labour and material in fixing, foreman's time, superintendence, shop and office expenses, and for any other item of expense he may require, and for a £10 per centum Contractor's profit.

It is to be understood that in adjusting the Prime Cost sums provided with the net amounts spent, the Contract sum shall be added to or deducted from, as the case may be, by the difference between the Prime Cost sums provided with the £10 per centum Contractor's profit added: and the net amount spent with the £10 per centum Contractor's profits added. But no extra amount shall be allowed the Contractor owing to the selection of an article which may entail a greater expense in fixing than that ordinarily incurred, or than that allowed for or not allowed for by the Contractor. But if any Prime Cost sum provided shall be wholly unspent, then such sum, together with the £10 per centum Contractor's profit added shall be deducted in full from the Contract sum.

(25). The amounts specified in the Specification as being due to the person or persons who shall supply the Contractor with goods or materials at the Prime Cost prices, shall be paid by the Contractor

Liability of Contractor for payment of Prime Cost Items.

SPY

to the person or persons specified, within fourteen days of the date of issue of the Certificate of the Engineer to the Contractor and in which the payment for the mentioned goods or materials or any part of them shall have been included. Should the Contractor neglect to pay as herein stipulated, the Corporation shall, upon being requisitioned by the person or persons to whom the payments are due, serve a written notice upon the Contractor expressing their intention to pay the amounts due, and shall have authority and are hereby authorised on the Certificate of the Engineer to pay to the person or persons the full amounts which shall have been paid to the Contractor by the Corporation, on behalf of the person or persons aforesaid, and the amount or amounts so paid by the Corporation shall be deducted from the amount of any money due, or to become due and owing to the Contractor, and in case such sum or sums of money shall not be sufficient to defray the same, it shall be lawful for the Corporation to recover the same by action at law or otherwise.

(26). The Contractor shall, in all cases, Contractor to provide and fix. unless special provision be inserted to the contrary, provide and fix all articles and things required to be fixed by the Specification.

(27). The Contractor shall give at least Measuring prior to covering up work. three days' notice to the Engineer whenever any work or materials, the subject of an alteration order, are intended to be covered up in order that the correct dimensions of any such work or materials may be taken and inspected before being covered up. Should any work or material be covered up except in compliance with this Clause, the same shall be uncovered at the Contractor's expense or no allowance made for such work or materials.

EP

Excessive
Excavation.

(28). Should the Contractor in making excavations exceed the dimensions shown on the drawings or directed by the Engineer, the extra space excavated shall be refilled with work of the same class as that for which the excavation shown on the drawings or directed by the Engineer was made, but none of such work will be paid for, and the Contractor must therefore make provision in his prices to cover this contingency.

Insufficient
Foundations.

(29). The Contractor shall excavate the ground to the depths required by or for the various parts of the works, so that in no case shall any refilling of earth become necessary or be executed under the foundations of any permanent work: and he shall thoroughly examine and excavate all unsound or weak places which may be found below the levels shown on the drawings or indicated by the Engineer, and effectually secure the same with concrete, brickwork, masonry, or such other material as shall be directed in writing by the Engineer.

Adjoining
Property.

(30). The Contractor shall take all necessary precautions to protect adjoining land and property and make good at his own cost any damage caused thereto immediately upon the request of the Engineer.

Setting Out.

(31). The Contractor shall provide at any time all skilled and unskilled labour and materials, including templates and frames necessary for accurately setting out the works, also the necessary appliances and labour for plumbing, measuring or transferring levels and lines to enable the Engineer to test the accuracy of the works as they progress.

Fencing,
Watching,
Lighting, etc.

(32). The Contractor shall at his own cost, well and sufficiently light and watch the works, and for this purpose he shall provide the necessary fencing, hoardings, lights and all other matters which

shall be deemed necessary for the due protection and security of the work and for materials to be used in and about the works and for the protection of all dangerous places, and for the protection of the public and of all property whatsoever near to or liable to be affected by the work.

(33). The Contractor shall remove from time Removal of Rubbish, etc. to time, if, as and when required by the Engineer, all waste or objectionable matter or refuse of every kind, including excavated material not approved as filling from the works and from the lands or premises in connection therewith.

(34). The Contractor shall give all requisite Notices and Permits. notices to the Wellington City Corporation or other Local Authorities or Private Companies, that require to be given in connection with the works: obtain all license, permits, etc., and pay all fees.

(35). For the true intent and meaning of the General. work required to be done, where not specially mentioned herein, is to be ascertained by regarding the plans, Bills of Quantities, Specification and Conditions of Contract as one Document.

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CONCRETOR.

(38). All cement used shall be pure "Portland" Cement and shall be obtained by the Contractor from an approved British Manufactory, and it shall comply in all respects with the British Standard Specification for Portland Cement (revised 1925).

Cement.
Source of Supply
and Quality.

(39). The whole of the sand and gravel to be used for the concrete required in the construction of the works shall be supplied by the Contractor.

Supplies of
Sand and
Gravel for
Concrete.

(40). The whole of the sand supplied for the contract shall have clean, hard, strong, durable, uncoated grains and shall be free from injurious amounts of dust, lumps, soft or flaky particles, alkali, organic matter or other deleterious material. The sand shall range in size from fine to coarse but a predominance of fine sand will not be permitted and it shall be such that it will pass through a mesh of 16 meshes to the square inch.

Sand for
Concrete.

Sand may be either from river or stream beds or from pits or from such an admixture of all or any of these sands as shall meet with the approval of the Engineer, and it shall be washed when and as required by the Engineer.

(41). Sand for cement mortar and grout shall be screened from sand required for concrete and shall be such that it will pass through a mesh of 200 meshes to the square inch.

Sand for Mortar
and Grout.

(42). The whole of the gravel for concrete shall consist of natural river gravel, free of sand or crushed river boulders, having clean, hard, strong, durable, uncoated particles free from injurious amounts of soft, friable, thin, elongated or laminated pieces, alkali, organic or other deleterious materials.

Gravel for
Concrete.

The gravel for concrete used in constructing the concrete foundations shall be such that it will pass through

PK

a mesh measuring $1\frac{1}{2}$ inches in the clear and be retained in a mesh of 16 meshes to the square inch and it shall vary as much as possible between these limits.

(43). The percentage of voids in the gravel for concrete shall be ascertained from time to time as the Engineer may direct such percentage to be determined by means of a water displacement test. To the gravel shall be added a portion of sand to be determined by the Engineer, the decision being based upon the percentage of voids in the gravel found by the above test.

Additions of Sand to Gravel for Concrete Aggregate.

(44). Aggregate for concrete means gravel as defined in Clause No. 42 mixed with sand as defined in Clause No. 40 the proportions of sand to gravel being as determined in Clause No. 43.

Aggregate for Concrete.

(45). All cement mortar shall be mixed in the proportions of one part by volume of cement to three parts by volume of sand screened as detailed in Clause No. 40. The sand and cement shall be gauged and mixed in a dry state to a homogeneous colour on a clean watertight floor. The mixture shall then be wetted with water at the same time being turned over until it is thoroughly and uniformly plastic.

Cement Mortar.

(46). All cement grout shall be made from cement mortar which complies with Clause No. 41 above, by adding only such quantity of water to it as shall give it the necessary fluidity to render it capable of penetrating the work.

Grout.

No cement mortar or cement grout shall be used after it is once partially set.

(47). The concrete for the construction of the concrete foundations, piles, lintels, parapets, cornices, plate corbel bases, step, etc., shall consist of the following :-

Concrete Proportions.

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90 lbs. by weight of Portland Cement to five cubic feet by measure of aggregate as defined in Clause No. 43.

When concreting is recommended after an interval of more than one hour, the first two mixings shall have added a 10% excess of cement beyond that required in the above Clause.

(48). The water for each batch of concrete shall be measured in a tank of agreed capacity. The quantity of water required will be 28% by weight of the cement plus 4% by weight of the aggregate. These percentages are only given as an indication of the quantity of water required. The quantity of water shall be varied from time to time as the Engineer shall direct.

Water
Quantity.

(49). All concrete, except where otherwise directed by the Engineer, shall be mixed in a batch mixer of an approved type.

Concrete
Mixing.

The aggregate and cement after being measured out in approved gauge boxes shall be placed in the mixer in the required proportions. The mixer shall then run for one minute at a peripheral speed of 200 ft. per minute before adding water and for a further period of one minute at the same speed after the requisite quantity of water has been added.

The entire contents of the mixer shall be discharged before recharging and the mixer shall be cleaned at frequent intervals while in use.

When mixing ceases the mixer shall be thoroughly cleaned and shall be washed out again with cement grout prior to recommencing.

When hand mixing is authorised it shall be done on an approved watertight platform and ingredients shall be turned over three times dry and three times wet.

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The using of or re-mixing of any concrete which has partially set will not be permitted.

(50). The concrete shall be conveyed to its Conveyance of Concrete. place in such a manner that there shall be no separation of the different ingredients. It shall be deposited in the trenches as nearly as practicable in its final position to avoid rehandling.

(51). All concrete shall be placed in its Placing of Concrete Generally. final position in the work as soon as possible after mixing. In no case shall any concrete be placed if, in the opinion of the Engineer, the Initial Set has taken place. The concrete shall be sufficiently tamped into all parts of the formwork. Care shall be taken that the concrete is not jarred nor shaken during setting.

All joints in concrete shall be vertical or horizontal, the vertical joints being formed with recesses to the Engineer's approval. Before depositing new concrete against concrete which has set the formwork shall be retightened and the surface of the old concrete shall be thoroughly cleaned and washed, and well hacked and roughened with a sharp tool. The joint shall then also be washed with a mixture of cement mortar.

(52). During hot weather newly placed Damping Concrete. concrete shall be covered with sacks which shall be kept well wetted until the concrete has well set. All newly concreted work shall after the removal of the forms be kept wet for the five consecutive days following the removal of forms.

(53). The bands shall be the full thickness Bands. of the wall by depth as shown, continuous round the whole of the buildings with the reinforcement as shown.

(54). Do all cutting, chasing and forming sinkings for tablets, holes, etc., for stormwater outlets and floor surface outlet and other work that may be necessary as the work proceeds.

Cutting and forming holes.

(55). The term 'formwork, profiling and materials' shall mean and include all forms, moulds, sheeting, shuttering, planks, poles, posts, struts, ties, walings and other temporary supports to the concrete during the process of placing and setting.

Formwork, Profiling and Materials.

The Engineer may direct that the formwork be removed if he deems that it be insufficient or of bad workmanship, but the Contractor shall at all times be held responsible for the sufficiency of the formwork.

All formwork shall be made of sound timber of sufficient thickness and shall be fixed in perfect alignment, level and plumb, securely braced and adapted in every respect to the structure and to the required surface finish of the work. The face of the formwork for covered concrete work shall be a sawn face and all edges shall be shot.

(56). Build in all door frames, anchors, vents, straps, cowels, bolts, etc., shown on the drawings, specified or that may be required in connection with the work.

General.

IRONWORKER.

(57). All reinforcement shall be of mild steel of such quality and manufacture as fully to comply in all respects with the British Standard Specification No. 15, 1912, for steel for structural purposes.

Materials.

All steel shall be free from oil, dirt, scale, paint, cement groutt, rust or any other deleterious material.

(58). Reinforcement bars shall be carefully formed to the dimensions on the drawings. Cold bends shall be made round a pin having a diameter of four or more times the least dimension of the reinforcement bars.

Bending
Reinforcement.

Bars shall not be bent or straightened in a manner that will injure the material, care shall be taken to keep the bars from winding.

The ends of all bars unless distinctly specified otherwise in the drawings shall have hooked bends.

If any bends show signs of brittleness or cracking the bar shall be removed immediately from the site.

(59). The quantity, size, form and position of all reinforcement shall be in accordance with the drawings. The Contractor shall take special care in seeing that all parts of the reinforcement are placed correctly in every respect, and are temporarily fixed where necessary to prevent displacement before or during the progress of tamping and ranning the concrete in place. At all places where bars intersect they shall be tightly bound together with No. 16. S.W.G. annealed soft black iron wire.

Placing
Reinforcement.

(60). The bolts for door jambs and plates shall be evenly spaced and shall be fitted with nuts and washers. The bolts shall be let in flush so that no portion of the bolt projects. Insert No. 8. galvanised double wire ties in all piles to take sleeper plates.

Bolts and
Ties.

(61). Angle ring for joists support shall be to detail properly welded and of sufficient diameter to take ends of joists. Bottom flange shall be holed for bolting joists from the underside.

Angle Ring.

Between ring and in back of angle weld plate holed to take king rod.

King rod shall be provided with nut and washers both top and bottom passing through ridge block and top plate sunk into ridge block.

(62). All ironwork shall be built in true and plumb as the work proceeds.

Ironwork
Generally.

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CARPENTER AND JOINER.


(63). All timbers shall be the best of Timber.
 their respective kinds and classes, sound, free from
 knots, sap and shall be well seasoned. (The word 'best'
 is here and everywhere in the Specification to be interpreted
 literally and not in any conventional or trade term).


(64). The Contractor shall do all tenoning, Erecting.
 morticing, halving, pinning, notching, gluing, cutting
 and splaying and provide all nails, screws, sprigs,
 spikes and hardwood pins and do everything requisite and
 necessary for the proper execution of the whole and every
 part of the work in a thoroughly substantial, sound and
 workmanlike manner.

The whole of the Carpenter's work shall be framed
 and executed in accordance with the drawing and all dressed
 surfaces shall be hand finished and sand papered.

(65). All dimensions for unwrought work are Dimensions.
 for finished sizes unless stated to the contrary
 the usual allowance will be made in the section of
 timbers for dressing but no allowance is made for
 shrinkage or waste.

(66). The doors shall be Ht. Totara framed Doors.
 and ledged 4'6" high 3'0" wide. The door shall have
 4" stiles and head and 6" x 1" middle and bottom ledges.
 Fill in with 4" x 3/4" tongued and grooved and V. jointed
 linings and hang door with two heavy 4" steel butts.
 Fit selected furniture to door.

The frame for door shall be 4" x 3" solid rebatéd
 and chamfered B. H. Totara, extending from concrete sill
 and shall be bolted three times in the height into concrete
 work. 

(67). The seating shall be of clean dressed Seating.
 Jarrah all screwed and framed together and brackets
 bolted into walls. The seat shall be kept 2" off face
 of wall. 

(68). Bottom plates shall be Ht. Totara or Jarrah Jack Frame.
checked 1/4" to receive Jack studs and securely wired to
piles with No. 8 gauge double wire ties and supported at wall
ends in Ht. Totara blocks bolted to walls.

Jack studs shall be building Heart Rimu checked into
plates top and bottom and securely spiked to plates three
nails to each stud, two on one side and one between on
the other. One stud over each pile.

(69). Sleeper plates shall be Ht. Totara or Jarrah Floor
Framing.
checked on the underside to receive jack studs and supported
at ends on Ht. Totara blocks bolted to walls.

Joists shall be building Ht. Rimu at 18" centres doubly
skew nailed to sleepers with any joints occurring over
sleepers with at least 12" of lap and spiked together.
Trimming joists shall be 1" thicker than the ordinary
joists and checked into same.

(70). Under all plates on walls and piles insert Damp-
proofing.
one layer of 3-ply Malthoid and ends of joists plates,
etc., shall be dipped in stockholm tar.

(71). Lay the whole of the floors with 4 x 1 T. & Flooring.
G. Ht. Matai flooring bedded in white lead well cramped
up and double nailed to each joist intersected. All nails
shall be well punched and the bye-wood thoroughly cleaned
off on completion.

Lay furring pieces on joists to give floor a distinct
fall towards outlet on east side and trim for a form boxed
in chamber prepared for lead lining to collect floor surface
water.

(72). Construct roof as shown with best quality Roof.
Oregon rafters bent to shape cut hard down on to and
birdsmouthed over wall plate, checked into ridge block
and checked 1/8" for purlins. Wall plate shall be

Ht. Totara or Jarrah cut out of the solid halved at intersections, following circular line of rafter feet and bolted to concrete at all contact points. Purlins shall be cut to shape out of the solid checked $1/8$ " into rafters and securely spiked to same. Ridge block shall be out of the solid with sinking on top to take plate, sinking to be of sufficient depth that sarking will ride over nut and washer.

(73). Joists shall be clean oregon cut out of the solid to give a 6" camber at centre. Properly check same over wall plate and angle ring. Spike or bolt as required.

Joists.

(74). Line the whole of the roof with $1/2$ " clean Oregon brought close up and double nailed at each rafter intersected. Cover the whole of the sarking and gutter boards with two layers of saturated felt laid with butt joints, the upper layers breaking joint with the lower layer joints and all spot tacked.

Sarking.

(75). Parapet plate shall be Ht. Totara or Jarrah cut out of the solid, halved at intersections, following line of parapet and bolted to same at not more than 6'0" centres.

Gutter.

Supports shall be at five foot centres of varying lengths spiked to rafters and plate and lined with 4 x $3/4$ T. & G. to take gutter covering.

(76). Frame up for the whole of steps in Ht. Jarrah with four posts carried through floor level to form newels, and cut in chamfered handrails on three sides. Centre post shall be carried up to underside of floor and checked to receive treads.

Steps.

Steps shall be framed up in Ht, Jarrah with $1\frac{1}{2}$ " treads and 1" risers checked into treads properly glued, blocked and wedged. Strings shall be $1\frac{1}{2}$ " checked into

corner posts and checked to receive treads and risers.

(77). Trim for trap door to full extent of Trap Door.
 steps space. Door shall be battened lined with Ht. Matai flooring and fitted with three 3" brass butts bolted on from the underside and fitted with approved lock.

(78). Line the whole of the ceiling with T. & Linings.
 G. Ht. Matai T. & G. V. jointed linings cramped up and secretly nailed to each ceiling joists intersected. Dwang as required in 3 x 2 near outer walls and fix lining parallel to outer wall and forming eight triangles with centre block and approved timber cornice mitered at junctions.

ELECTRICIAN.

(79). A provisional sum of Twenty-five Pounds Lighting.
 (£25) is included in the contract to be disposed of at the discretion of the Engineer in the installation of electric lighting service, as selected by the Engineer and ordered through the master Contractor.

MEMORIAL TABLETS.

(80). The three Memorial Tablets shall be of Memorials.
 approved grey marble obtained from a New Zealand quarry with 2", 1½" and 1" lead filled wording and names to be supplied.

Tablets shall be cut of 2" and properly bolted to walls with 1/2" dia. ^{brass} bolts with countersunk oxidised brass nuts. Tablets shall be let in at least 1/2" and all edges being neatly finished.

DRAINLAYER.Drainage.

(81). Excavate for the new lines of stormwater drains to the required depth and gradients. The bottom of trenches shall be consolidated and the earth removed at socket joints and in all cases the barrel of pipe shall rest on the solid. The pipes shall be the best quality vitrified earthenware, socketted pipes, well burnt and glazed throughout, true in shape and free from flaws. The joints shall be laid in 1 to 2 cement and sand mortar, finished off with one to one mortar. Build in the necessary bends, cleaning eyes, junctions, etc. Fill in the trenches and consolidate at completion. The stormwater drains shall be carried to a distance of ten feet away from building where directed in 4" glazed earthenware pipes to boulder pit.

Lay 6" half round glazed earthenware drain at bottom of ramp under door sill and for full width of ramp. Fit gully trap at one end of same and connect with 4" glazed earthenware drain laid as above and carried to 4' x 4' x 4' boulder pit 10'0" away from the building.



PLUMBER.

(82). All plumber's works shall be of the best description and all materials shall be of approved manufacture. All plumbing work and connections shall be in accordance with the regulations of the City Plumbing, Drainage and Waterworks Departments.

Plumber.
General.

Downpipes shall be run up inside building and in no case will exposed pipes be permitted on the external walls.

(83). Flash heads of door frame with 6" girth 4 lbs. lead securely fixed and grouted in.

Flashing.

(84). The downpipes shall be 4" x 3" cast iron socketted pipes, chased in columns and fixed with cast iron lugs spiked to same. The downpipes shall be fitted with bell mouthed openings at heads and at foot with shoe to discharge into stormwater drains.

Downpipes.

(85). Line the whole of floor surface water chamber with 5 lb. lead beaten out of one piece with beaded edges and turned well in under flooring. Form opening and lead 2" diameter galvanised outlet to the outside.

Chamber.

(86). Cover the whole of the dome with 22 gauge rolled copper sheets cut to shape with single welted vertical joints and double welted horizontal joints the horizontal joints breaking joint.

Dome
Covering.

Secure to sarking through felt one edge of each sheet on underside down each vertical joint with copper tacks every three inches.

Clean down whole of copper work with spirits-of-salt.

(87). The gutters shall be of the sizes and sections shown with all cross joints lapped at least 2" and doubly soldered. Form outlet for stormwater and carry gutters up 6" on parapets and at least 9" under dome covering.

Gutters.

PLASTERER.

(88). Provide all scaffolding, tools, moulds, Plaster Work. fixings, etc., for the proper execution of the work. All concrete work shall be well and closely picked to form key and shall be wetted immediately before the application of the render coat and the render coat shall be well scored before setting.

All cornices and moulded work throughout shall be run clean and accurately to gauge and the sections given. All mitred and returns shall be truly worked and all enrichments shall be to the Engineer's satisfaction and strictly in accordance with the details and instructions given.

The backs of all parapets shall be plastered down to gutter level.

(89). The render coat shall be not less than Render Coat. 3/8" thick composed of one Part Portland Cement to three parts sand. It shall be screeded off so as to cover all unevennesses of the concrete and shall have a true even surface.

(90). The external finishing coat to walls External Finishing Coat. and wall inside to ground level, sills, parapets, cornices, columns, balustrade both sides, capping, etc., shall be 3/16" thick composed of one part approved brand "white" Portland cement to two parts approved coloured sand, tinted if required in approved tint and finished with a wooden float or other surface finishing tool as required.

(91). All external plaster work and to Waterproofing Plaster. basement in contact with earth shall be waterproofed by the addition of one gallon of "Cementfortis" to every fifteen gallons of water used in the mixing of both the render coat and the finishing coat.

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(92). The internal finishing coat shall be as for external up to 6" above ground line and above same all form marks shall be removed to remainder of walls.

Internal
Finishing
Coat.

g/b

g/b

PAINTER.

(93). The whole of the material required shall Painting.
be the best of their respective kinds. The white lead
is to be pure, the oil best linseed and no substitute
to be used for turpentine.

All ingredients for the mixing of the various paints
shall arrive on the site with the original manufacturer's
labels intact and sealed. All mixing shall be performed
on the site.

One coat shall be thoroughly dry before commencing
the next coat. The whole of the dressed timber surfaces
shall be first primed, stopped and then finished in two
additional coats, any loose portions such as beads, shall
be coated on all sides before fixing.

The whole of the work to be executed in the best manner,
primed, stopped and finished in such tints as may be
approved by the Engineer.

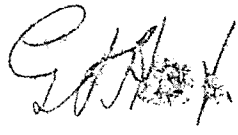
The priming coat shall consist of red lead and genuine
linseed oil.

(94). The whole of the downpipes, etc., shall
be well cleaned down, primed and painted two coats.

Painting
on Ironwork.

(95). The whole of the seats, steps and
balustrade to trap door shall be oiled, stopped with
coloured putty and finished in two additional coats
best boiled linseed oil.

Seats.


M. Inst. C. E.
City Engineer.

This is the Specification contained in this and the
15th. October, 1929, ^{provisionally 27} sheets referred to in the annexed Contract of the
2nd December, 1927, made between the Wellington City
Corporation and

26

Town Clerk



Contractor.

BILL OF QUANTITIES AND SCHEDULE OF PRICES.

containing
Preliminary and General, Method of Measurement, General Conditions
of Contract and Specification Clauses and Provisional Sums.

PRELIMINARY AND GENERAL.

The attention of persons tendering is particularly directed for the true intent and meaning of the work required to be done to the Contract Drawings, General Conditions of Contract, the Specification and the site of the proposed works.

Every care and precaution should be taken in preparing the Tenders, both as to pricing, extending or totalling up, as any discrepancy or irregularity detected will influence the selection of any tender.

The Bills of Quantities supplied are not to be taken as definitely representing the amount of work to be executed or the full extent of this Contract. They are supplied to assist the person tendering in arriving at the amount of their tenders, and in order that their tenders may be prepared upon the same basis: and when fully priced and monied out and sent in with the Tenders, the prices inserted against such items are to be used as a Schedule of Prices to arrive at the value of any work executed.

A price or rate should be put opposite each and every item in the Bills of Quantities, and the several prices shall include for all labour, materials and plant necessary for conveying, hoisting, lowering, setting, jointing, performing, fixing and completing and maintaining all the works in accordance with the Contract Drawings and Specifications, and shall include all liabilities, obligations, rights and contingencies as set forth in the documents forming this Contract and shall also include all work incidental to or necessary for the construction, completion and maintenance of each and every part of the works

(A) (B)

2.

to which such several prices relate.

Note: Any items left unpriced in the Schedule of Prices shall be held to have had their cost included in the prices for other items of the work.

In measuring for Certificates or Final Account only such items that are mentioned in the Bills of Quantities and Schedule of Prices will be measured and paid for. The Contractor must therefore allow in his price for all labour and additional work, if any, caused through insufficient description or by any omissions from the Contract Drawings, that may be necessary for the due performance of the Contract, provided always that the Engineer shall not have altered or varied the type of work to be done under his powers in the alteration Clause No. 5 in the General Conditions of Contract.

Geoffrey...
GR

GR

GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION.

The heads of the Clauses of the General Conditions of Contract and Specification are set out hereunder, in order that the Contractor may place opposite to them any sum or sums he thinks fit to cover the cost, expense and liability connected with them which he has not included in the prices for the works to be executed in the Bill of Quantities and Schedule of Prices. Notwithstanding anything contained in the Specification and General Conditions the sum set out in respect of these matters shall be maximum sums and shall not be increased on any ground whatsoever, but the Engineer may, if the Contractor fails in his opinion to comply adequately with the construction of any works necessary to comply with these clauses, diminish or disallow any such sums.

Clause No.	General Conditions.	£.	s.	d.
1.	Interpretation of terms.			
2.	Works etc., to be according to Drawings and Specifications and to the satisfaction of the Engineer.			
3.	Vouchers.			
4.	Drawings.			
5.	Copies of Drawings.			
6.	Extra work and alteration of Works.			
7.	Omission of Portions of Works.			
8.	Nett Measurements.			
9.	Materials, Plant, Labour.			
10.	Removal of improper material and work.			
11.	Retention of improper material or work.			
12.	Contractor to be represented.			
13.	Progress of Works, etc.			
14.	Power to assess damage.			
15.	Contractor not to sublet works or assign monies.			
16.	Bankruptcy or death.			
17.	Liabilities of Contractor.			
	Carried Forward.			

Clause
No.

£. s. d.

- Brought Fwd.
- 18. Claims by workers for compensation for accidents.
 - 19. Time for Completion.
 - 20. Suspension of Work.
 - 21. Works to be secured.
 - 22. Trespass, etc.
 - 23. Maintenance of Works.
 - 24. Power to require dismissal of any workmen.
 - 25. Truck system not allowed.
 - 26. Schedule of Quantities, etc.
 - 27. Security.
 - 28. Payments.
 - 29. Progress Payments without prejudice.
 - 30. Insurance.
 - 31. Land.
 - 32. Conditions not to be varied.
 - 33. Delivery of notice.
 - 34. Delay in furnishing Drawings.
 - 35. Right to enter upon works.
 - 36. Arbitration & settlement of disputes.
 - 37. Law of New Zealand to apply.
 - 38. Representative in New Zealand.
 - 39. Patent Rights and Royalties.

Carried Forward

4

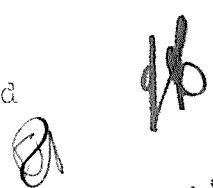
4

SPECIFICATION - SPECIAL CLAUSES.

Clause No.	Brought Forward	ft.	s.	d.
1.	Extent of Contract.	5	-	-
2.	Situation and Site of Works.	-	-	-
3.	Conveniences for workmen.	-	-	-
4.	Attendance on and facilities to Special Tradesmen.	-	-	-
5.	Facilities for Corporation and other workmen.	-	-	-
6.	Water Supply.	7	-	-
7.	List of Drawings.	-	-	-
8.	Levels.	-	-	-
9.	Work to be paid for on measurement.	-	-	-
10.	Method of Measurement.	-	-	-
11.	Payments on account of Conditions of Contract and Specification Clauses.	-	-	-
12.	Progress Payments.	-	-	-
13.	Time of Commencement.	-	-	-
14.	Date of Completion.	-	-	-
15.	Completion to be certified.	-	-	-
16.	Liquidated damages.	-	-	-
17.	Period of Maintenance.	-	-	-
18.	Retention of money for the period of maintenance.	-	-	-
19.	Retention of money under provisions of The Wages Protection & Contractors' Lien Act.	-	-	-
20.	Day Work.	-	-	-
21.	Day Work prices.	-	-	-
22.	Provisional Sums for Contingencies.	-	-	-
23.	Provisional sums of money as distinct from P.C. amounts and Provisional Items of work.	-	-	-
24.	Prime cost and P.C. Amounts.	-	-	-
25.	Liability of Contractor for Payment of Prime Cost Items.	-	-	-
	Carried Forward.	7	-	-

Clause No.		£.	s.	d.
	Brought Forward.	7	-	-
26.	Contractor to provide and fix.			
27.	Measuring prior to covering up work.			
28.	Excessive Excavation.			
29.	Insufficient foundation.			
30.	Adjoining property.			
31.	Setting out.			
32.	Fencing, lighting, watching, etc.	1	-	-
33.	Removal of rubbish, etc.	2	-	-
34.	Notices and Permits.	4	-	-
35.	General.	7	-	-
<u>SPECIFICATION - DESCRIPTION OF MATERIALS AND WORKMANSHIP.</u>				
36.	Excavation.			
37.	Excavated Materials.			
38.	Cement source of supply and quality.			
39.	Supplies of sand and gravel for concrete.			
40.	Sand for concrete.			
41.	Sand for mortar and grout.			
42.	Gravel for concrete.			
43.	Addition of sand to gravel for concrete aggregate.			
44.	Aggregate for Concrete.			
45.	Cement Mortar.			
46.	Grout.			
47.	Concrete proportions.			
48.	Water Quantity.			
49.	Concrete mixing.			
50.	Conveyance of Concrete.			
51.	Placing of Concrete generally.			
52.	Damping Concrete.			
53.	Bands.			
	Carried Forward.	16	-	-

Clause No.	Brought Forward	£.	S.	C.
	Brought Forward	16	-	-
54.	Cutting and forming holes.			
55.	Formwork profiling and materials.			
56.	General.			
57.	Materials.			
58.	Bending Reinforcement.			
59.	Placing Reinforcement.			
60.	Bolts and Ties.			
61.	Angle ring.			
62.	Ironwork generally.			
63.	Timber.			
64.	Erecting.			
65.	Dimensions.			
66.	Door.			
67.	Seating.			
68.	Jack Frame.			
69.	Floor framing.			
70.	Damp-proofing.			
71.	Flooring.			
72.	Roof.			
73.	Joists.			
74.	Sarking.			
75.	Gutter.			
76.	Steps.			
77.	Trap Door.			
78.	Linings.			
79.	Lighting.			
80.	Memorials.			
81.	Drainage.			
82.	Plumber General.			
83.	Flashings.			
84.	Downpipes.			
85.	Chamber.			
	Carried Forward	16	-	-



Clause No.

£. s. d.

Clause No.		£.	s.	d.
	Brought Forward.	16	-	-
86.	Dome covering.			
87.	Gutters.			
88.	Plaster Work.			
89.	Render Coat.			
90.	External Finishing Coat.			
91.	Waterproofing Plaster.			
92.	Internal Finishing Coat.			
93.	Painting.			
94.	Painting on Ironwork.			
95.	Seats.			
	Total of General Conditions and Specification Clauses carried to General Summary Sheet No. 14.	16	-	-

JP

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PROVISIONAL SUMS.

Item No.

1. Provide the sum of Fifteen Pounds beyond the measured work to cover the cost of any additional work that may be ordered.....

£15. 0. 0.

2. Provide the sum of Twenty-five Pounds beyond the measured work to cover the cost of the supply and installation of electric lighting system as shall be selected by the Engineer and ordered through the Master Contractor.....

£25. 0. 0.

Total of Provisional Sums carried to General Summary Sheet No. 14.

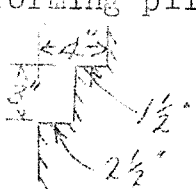

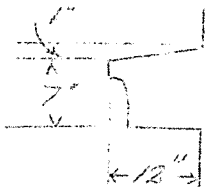
£40. 0. 0.

EB

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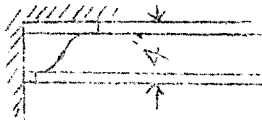
Memorial Band Rotunda.

Item No.	How Measured.	Description of Work.	Rate.	£.	s.	c.
		<u>Excavation.</u> See Specification for description of work and Materials.				
3.	120 cu.yds.	Excavation for piles, walls, foundations and entrance ramp and including disposal of soil.	6/-	36	-	-
		Total of Excavation carried to Summary Sheet No. 14.	✓	36	-	-
		<u>Concrete.</u> See Specification for description of Work and Materials.				
4.	36 cu.yds.	Concrete in piles, wall foundations, walls, balustrade including all formwork, forming drainage holes and building in bolts, galvanised iron ties, etc.	£4-10	162	-	-
5.	96 sq.ft.	Extra labour in forming sunk panels.	3/-	1	4	-
6.	88 lin.ft.	Extra labour in forming plinth mould.	6/-	2	4	-
7.	88 lin.ft.	Extra labour in forming balustrade mould.	1/-	4	8	-
8.	1 number.	Extra labour in forming hole in balustrade for drainage outlet.	2/-	2	-	-
9.	11 cu.yds.	Concrete in columns, bands, cornices and parapets including all formwork.	£4-15	52	5	-
10.	2 number.	Extra labour in forming outlets in parapet for stormwater.	2/-	4	-	-
11.	96 lin.ft.	Extra labour in forming moulded cornices including mitres.	1/-	4	16	-
		Total of Concrete carried to Summary Sheet No. 14.	✓	227	3	-
				227	3	-
		<u>Ironworker.</u> See Specification for description of Work and Materials. Includes all materials, binding, fixing and boring.				
12.	6 number.	1/2" dia. bolts 5" long with nuts and washers securing door frame.	6/-	3	-	-
13.	130 number.	1/2" dia. bolts 8" long with 1/2" turned ends for securing seats and plates throughout.	6/-	3	5	-
14.	1 number.	3/4" dia. King bolt 7'6" long with 4" washers and nuts and fix.	Lump Sum.	1	-	-
		Carried Forward	✓	4	8	-

Item No.	How Measured.	Description of Work.	Rate.	£.	s.	d.
		Brought Forward.		4	8	-
		<u>Ironworker (contd).</u>				
15.	1 number.	7" dia. angle ring of 2½" x 2½" x 5/16" with 2" x 5/16" plate welded on and holed for King bolt, joist fixings and fix.	Lump Sum	1	-	-
16.	38 cwt.	Steel reinforcement in foundations, columns, bands, cornices includes 3/4", 5/8", 3/8", 1/4" and 5/16" dia. mild steel rods.	1/5/	47	10	-
		Total of Ironworker carried to Summary Sheet No. 14.		52	18	-
		<u>Plasterer.</u> See Specification for description of Work and Materials.				
17.	46 sq.yds.	Cement plaster to all interior walls and step to a height of 6" above ground line including all angles and waterproofing with "Cementfortis".	4/1-56 4/1	9	10	-
18.	220 sq.yds.	Tinted plaster work to external walls, balustrading, columns bands, cornices, top of parapets along same and down to gutter level, includes all angles and returns and waterproofing with Cementfortis.	4/5-4 4/6	48	19	-
19.	8 number.	Extra labour in forming bases to columns.	1/-		8	-
20.	90 lin.ft.	Extra labour in forming plinth mould.	1/9	7	17	6
						
21.	90 lin.ft.	Extra labour in forming balustrade moulding.	2/6	11	5	-
						
22.	100 lin.ft.	Extra labour in forming cornice moulding.	3/9	18	15	-
						
		Total of Plasterer carried to Summary Sheet No. 14.		96	14	6

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Item No.	How Amt. Measured.	Description of Work.	Rate.	£.	s.	d.
		<u>Marble Worker.</u> See Specification for description of Work and Materials.				
23.	1 number.	3'0" x 2'0" Memorial Slab in best New Zealand grey marble with sharp angles, fitted to wall with 1/2" dia. bolts with countersunk oxidised brass heads.	80/-	4	-	-
24.	250 number.	Extra to above 1 1/2" and 2" lead filled lettering.	1/2.4	15	-	-
25.	10 lin.ft.	Extra to above lead filled boarder.	6 ⁰⁰		5	-
26.	2 number.	3'0" x 2'0" Memorial name slabs in best New Zealand grey marble with sharp angles fitted to wall with 1/2" dia. brass bolts with countersunk oxidised brass heads.	90/-	8	-	-
27.	950 number.	Extra to above 1" lead filled letters.	7.57	30	-	-
28.	20 lin.ft.	Extra to above lead filled boarder.	6 ⁰⁰		10	-
		Total of Marble Worker carried to Summary Sheet No. 14.		57	15	-
		<u>Carpenter and Joiner.</u> See Specification for description of Work and Materials.				
29.	88 lin.ft.	4" x 3" B.H. Totara or Jarrah plates for floor joist supports mitered at angles holed for bolts and fix.	1/-	4	8	-
30.	90 lin.ft.	4 x 3 B.H. Totara or Jarrah plates checked 1/4" for jack framing.	1/-	4	10	-
31.	84 lin.ft.	4 x 3 B.H. Rimu jack studs and fix.	9 ⁰⁰	3	3	-
32.	340 lin.ft.	5 x 2 B.H. Rimu floor joists and fix.	6 ⁰⁰	8	10	-
33.	22 lin.ft.	5 x 3 B.H. Rimu trimmers checked 1/4" into floor joists and fix.	9 ⁰⁰		16	6.
34.	630 sq.ft.	4" x 1" T & G. V. jointed Ht. Matai flooring bedded in white lead and fix.	1/11.4	36	-	-
35.	90 lin.ft.	Extra to above, furring pieces and fix.	6 ⁰⁰	2	5	-
36.	1 number.	extra 2'0" x 1'0" /to above forming surface water chamber.	51/-		5	-
37.	84 lin.ft.	18" x 2" clean dressed Jarrah seating includes all brackets, fascias, mitres and fix.	3/4.14	16	-	-
		Carried Forward		75	17	6

Item No.	How Measured.	Description of Work.	Rate.	£.	s.	d.
		Brought Forward.		75	17	6.
		Carpenter and Joiner. (contd).				
38.	22 lin.ft.	4" x 2" wrought, rebated and chamfered B.H. Totara door frame bored for bolts and fix.	1/6	1	13	
39.	1 number.	B.H. Totara framed, ledged and wrought door 4'6" x 3'0" fitted with 4" x 5/4" T. & G. V. jointed Totara linings and fix.	£3	3	-	-
40.	2 number.	4" steel butt hinges to door and fix.	1/-		2	-
41.	1 number.	Yale pattern lock with three keys and fix.	15/-		15	-
42.	88 lin.ft.	4 x 3" B.H. Totara or Jarrah plates to take ceiling joists and rafters, mitered at angles, holed for bolts and fix.	1/-	4	8	-
43.	88 lin.ft.	3" x 2" B.H. Totara or Jarrah plates to take gutter bearers, mitered at angles holed for bolts and fix.	9 ^d	3	6	-
44.	200 lin.ft.	4" x 2" clean Oregon radiating and shaped ceiling joists checked over plates and angle ring includes all spiking and coachscrews through angle ring and fix.	£4 100	8	-	-
45.	130 lin.ft.	Extra to above 4" x 2" clean Oregon dwanging to take linings and fix.	£3	3	18	-
46.	16 number.	Sets of 1" trefoil holes in ceiling linings with small copper mesh laid over same in roof space and fix.	1/-		16	-
47.	630 sq.ft.	4" x 3/4" T. & G.V. jointed Ht. Matai ceiling lining laid parallel to enter walls to form eight triangles and fix.	1/11-74	36	-	-
48.	88 lin.ft.	4" Ht. Matai moulded cornice, mitered at angles and fix.	1/-	4	8	-
						
49.	1 number.	1" Ht. Matai octa gonal centre piece and fix.	10/-		10	-
50.	1 number.	Oregon ridge block out of 18" x 6" sunk at top for washer, holed for bolt and fix.	20/-		-	-
51.	232 lin.ft.	4" x 2" Oregon rafters bent to shape checked over plate and into ridge block, checked for purlins and fix.	1/6	17	8	-
		Carried Forward		161	-	6

Item No.	How Amt. Measured.	Description of Work.	Rate.	£.	s.	d.
		Brought Forward.	157	161	1	6
		<u>Carpenter & Joiner. (contd).</u>				
52.	360 lin.ft.	4" x 2" Oregon purlins cut to shape checked into rafters and fix.	4/4 ✓	14	8	-
53.	600 sq.ft.	1/2" Oregon sarking cramped up and double nailed to purlins and rafters.	8/0 ✓	20	-	-
54.	600 sq.ft.	Heavy hair felt laid on sarking clouted down and fix.	2/2 ✓	5	-	-
55.	32 lin.ft.	3" x 2" Oregon gutter supports spiked to plate and rafters and fix.	6/0 ✓		16	-
56.	88 sq.ft.	1" Oregon boarding to form gutter cut to shape and fixed.	1/1 ✓	4	8	-
57.	1 number.	Set of Jarrah steps includes newels, handrail, treads and risers, strings, all framed up, glued, blocked and wedged and fix.	Lump Sum ✓	10	-	-
58.	1 number.	6'0" x 4'3" Ht. Matai bedded in white lead and battened trap door and fix.	4/3-10 ✓	3	10	-
59.	3 number.	Extra to above 3" brass butt hinges bolted from underside and fix.	3/1 ✓		9	-
60.	1 number.	Extra to above yale pattern lock and three keys and fix.	15/4 ✓		15	-
		Total of Carpenter and Joiner carried to Summary Sheet No. 14.	✓	220	7	6
		<u>Drainlayer.</u>				
		See Specification for description of Work and Material.				
61.	14 cu.yds.	Excavation for drains and 4' x 4' x 8' deep boulder pit.	7/1 ✓	4	18	-
62.	5 cu.yds.	Boulders placed in boulder pit.	8/1 ✓	5	-	-
63.	25 lin.ft.	4" best earthenware vitrified socket jointed stormwater drain pipes and fittings in trenches includes consolidating and filling.	1/9 ✓	2	3	9
64.	1 number.	6" on 4" gully trap and cast iron grating to same and fix.	✓	1	5	-
65.	4.5 lin.ft.	6" glazed earthenware half round open channel set in concrete and delivering over gully trap.	2/6 ✓		11	3
		Total of Drainlayer carried to Summary Sheet No. 14.	✓	13	18	-

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Item No.	How Measured.	Description of Work.	Rate.	£.	s.	d.
		<u>Plumber.</u> See Specification for description of Work and Material.				
66.	600 sq.ft.	22 gauge copper sheeting over dome roof, including seamed expansion joints and fix.	3/3 3/3	97	10	-
67.	88 lin.ft.	22 gauge copper rivetted and soldered gutter of varying widths turned up parapet and under dome covering 6" and fix.	7/-	30	16	-
68.	88 lin.ft.	22 gauge 4" girth copper overflashing pointed in parapet and fix.	10 ⁰	3	13	4
69.	2 number.	22 gauge copper outlet with dome shaped guards for stormwater and fix.	12/-	1	4	-
70.	2 number.	4" x 3" 22 gauge copper outlet pipe flanged in gutter and includes all bends, elbows, swan-necks, etc., to deliver into downpipes and fix.	£15.00	2	10	-
71.	36 lin.ft.	4" x 3" approved manufacture cast iron downpipes of 3/16" metal jointed with spun yarn and red lead caulked into joints with spikes and ears and fix.	2/9	4	19	-
72.	2 number.	Extra only cast iron bends for above carried through wall and delivering into gully or S.W. drain and fix.	8/-		16	-
73.	6 sq.ft.	5 lb. lead in floor surface water chamber beaten out of one piece carried under floor boards, holed for outlet and fix.	0 5/8	2	-	-
74.	1 number.	Extra to above 2 1/2" dia. 5 lb. lead outlet carried through base wall and fix.	25/-	1	5	-
75.	4 lin.ft.	5 lb. lead flashing to door and fix.	1/3.		5	-
		Total of Plumber carried to Summary Sheet No. 14.	✓	144	18	4
		<u>Painter.</u> See Specification for description of Work and Materials.				
76.	76 sq.yds.	1 Coat of red lead and pure linseed oil and two coats of genuine lead and oil paint in selected tints to downpipes and woodwork.	2/-	7	12	-
77.	50 sq.yds.	3 coats boiled linseed oil to Jarrah seats, brackets and steps.	1/6	3	15	-
		Total of Painter carried to Summary Sheet No. 14.	✓	"	7	-

S U M M A R Y.

MEMORIAL BAND ROTUNDA: ISLAND BAY.

	£.	s.	d.
From Sheet No. 6. General Contract & Specification Clauses.	16	-	-
" " " 7. Provisional Sums.	40	-	-
" " " 8. Excavation.	36	-	-
" " " 8. Concrete.	227	3	-
" " " 9. Ironworker.	52	18	-
" " " 9. Plasterer.	96	14	6
" " " 10. Marble Worker.	57	15	-
" " " 12. Carpenter & Joiner.	220	7	6
" " " 12. Drainlayer.	13	18	-
" " " 13. Plumber.	144	18	20
" " " 13. Painter.	11	7	-
Total amount of Tender carried to Tender Form.	917	1	4

Chas. Hard

116

This is the Tender contained in this 1 sheet referred to in the annexed Contract of the 2nd December 1929 made between the Wellington City Corporation and

WELLINGTON CITY CORPORATION

Norman J. S. Dwyer
FORM OF TENDER Contractor.

(Under "The Municipal Corporations Acts, 1900.")

To the Wellington City Council.

HEREBY TENDER for the execution of the works described upon the drawings numbered 1. Ref No. 29/1086 and in the specification prepared by the City Engineer, and dated the

19 (being for the construction of.....)

Memorial Band Rotunda, Island Bay.

State price both in figures and words.

at the price of £ 917 : 1 : 4 nine hundred seventeen pds one shg. fourpence.

And I enclose a marked cheque for £20. 0. being the required deposit.

And I submit the names of J. S. Dwyer

of Wgtn; and J. B. Dwyer

of Wgtn as my sureties.

AND I DECLARE that in the carrying out of the Contract for the said works I will observe such working hours of labour for each working day (in no case exceeding eight hours) and pay such rates of wages, for working hours and for overtime respectively, as are generally accepted as usual and fair in the trade or class of labour to which they relate.

AND I FURTHER DECLARE that the following shall be the minimum rates of wages that I will pay in carrying out the said contract:

Labourers 1/10 Carpenters 2/10

Here set out the minimum rate for the various kinds of labour involved.

ANNEXED hereto is a complete Schedule of Quantities and Prices showing how the said sum of £ 917 : 1 : 4 has been arrived at.

Dated this 20th day of October, 19 29

(Name) J. S. Dwyer

(Address) Aptin Terrace Wgtn

NOTE.—In order that a tender may be in legal form it is imperative that the particulars herein required shall be fully set out, otherwise the Council cannot entertain the tender.

15/10/29.

J. S. Dwyer

SIGNED by the said HAROLD
SPENCER ANYON in the presence
of:-

H. Schuyler

W. J. ...
Solomon
W. J. ...

EXTRACTS FROM THE THIRD SCHEDULE TO "THE MUNICIPAL CORPORATIONS ACT, 1920" :-

Contracts

3. In the carrying out of this contract, whether entered into pursuant to tenders or not, the contractor shall be liable to observe the working-hours of labour, in no case exceeding eight hours for a working day, and to pay to his workman the rate of wages for working-hours and for overtime generally accepted as usual and fair in the trade or class of labour to which they relate, any contract or agreement at any time made with any workman to the contrary notwithstanding.

4. The contractor shall not assign or make over his contract to any person without the previous consent in writing of the Council.

5. In every contract, whether entered into pursuant to tenders or not, there shall be implied the stipulations and conditions following, that is to say:-

(a) The contractor shall at all times during the continuance of this contract keep posted up in some conspicuous place upon the site of the works, and in such a position that the same may be easily read, a schedule setting forth,-

- (a) The rate of wages paid for working-hours and for overtime;
- (b) The number of working-hours in each working day.

(b) Such schedule shall be corrected from month to month.

(c) For the purpose of ascertaining from time to time whether the contractor is paying the stipulated wages and observing the stipulated hours, the Council, by its Inspector or other agent, may at all reasonable times require the contractor to produce for inspection his wages-books, time-lists, and records of wages paid, and may take copies thereof or extracts therefrom.

(d) If the Contractor commits any breach of any of the foregoing stipulations he shall for each day during which such breach continues pay to the Council on demand as liquidated damages, and not as a penalty, the sum of five pounds; and the same may, at the option of the Council, be either recovered from the contractor by action or be deducted and retained by the Council out of any moneys due or to become due to the contractor under the contract.

6. The contractor shall not make a sub-contract with any workman or other person for the execution of any part of the work appertaining to the contract, but shall (except as hereinafter provided) employ his own workmen therefor and pay them in wages:

Provided that the Council shall have power to permit the contractor to sublet such special portions of the work as, in the opinion of the Council, could not be produced or executed by the contractor in the ordinary course of his business.

7. No sub-contract shall operate to relieve the original contractor from any of his liabilities or obligations under the original contract or this Act, but he shall be responsible for all the acts, defaults, and neglects of the sub-contractor as fully as if they were his own.

8. Without in any way limiting the operation of the last preceding section, it is hereby declared:-

(a) That all the stipulations, obligations, conditions, and liabilities by this Act or the contract imposed upon a contractor shall, in the case of a sub-contract, be deemed to be imposed upon the sub-contractor, and may be enforced by the Council against such sub-contractor accordingly;

(b) That in every sub-contract there shall be implied a covenant by the sub-contractor with the original contractor that the sub-contractor will carry out his sub-contract subject to and in accordance with the stipulations and conditions of the original contract and this Act.

Dated 19 29

Wellington City Council

HAROLD SPENCER ANYON

AND SURETIES

TO THE

CORPORATION OF WELLINGTON

BOND

TO SECURE THE PERFORMANCE
OF CONTRACT FOR

The Erection of Memorial
Band Rotunda, Island Bay,
Wellington.

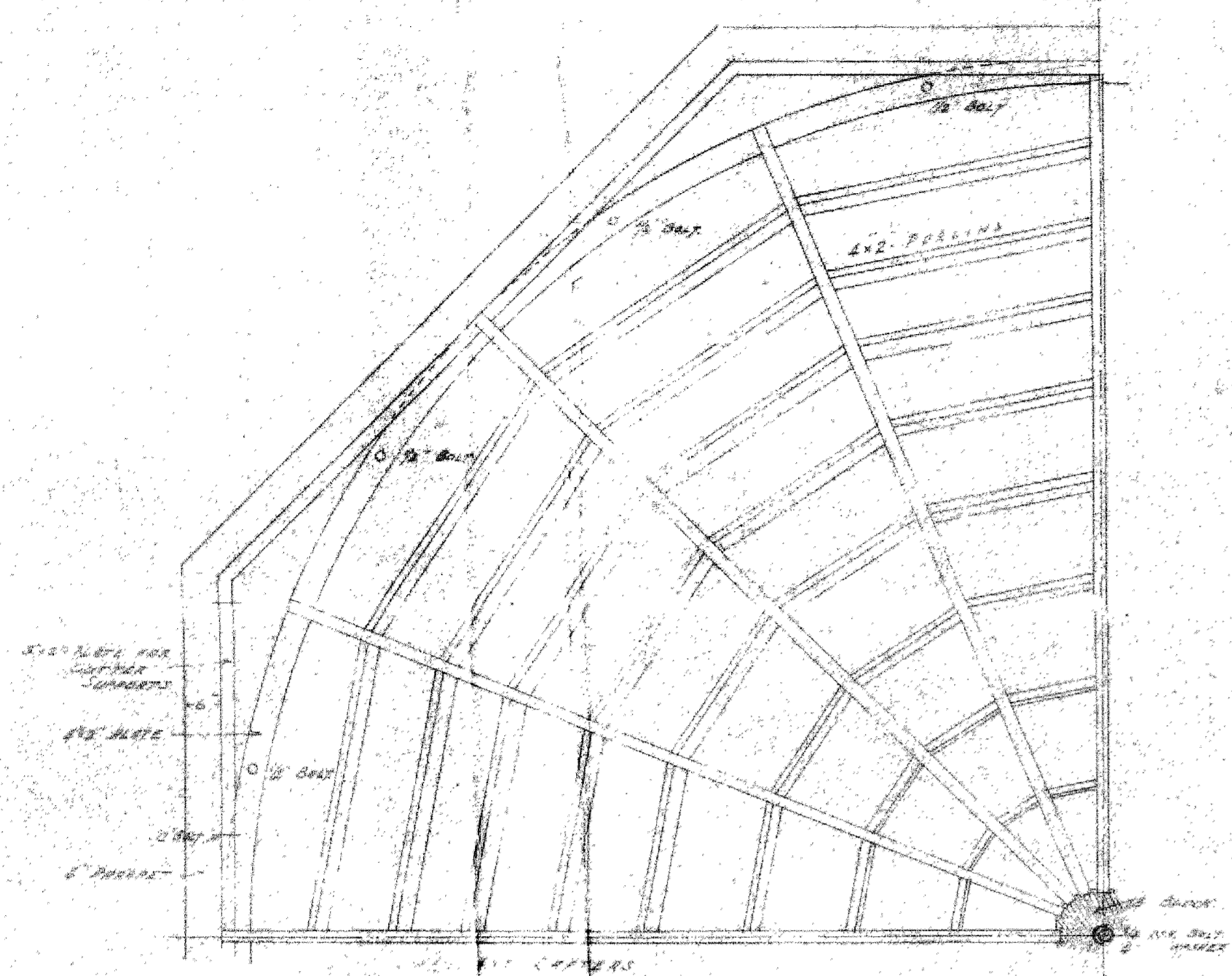
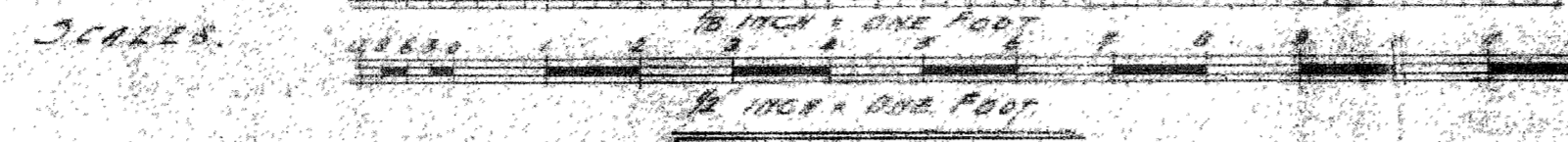
JOHN O'SHEA,
CITY SOLICITOR,
WELLINGTON.

FOR PERMIT

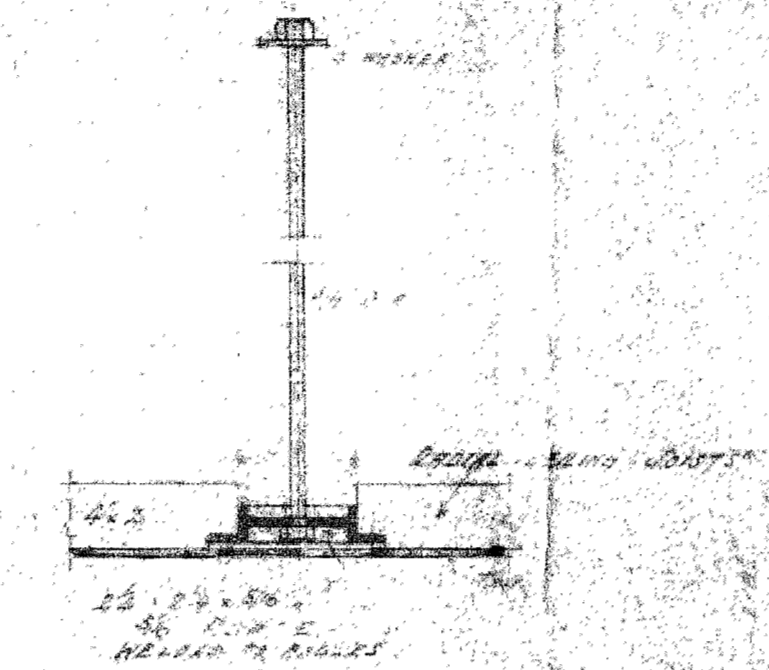
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CONTRACT NO 1409

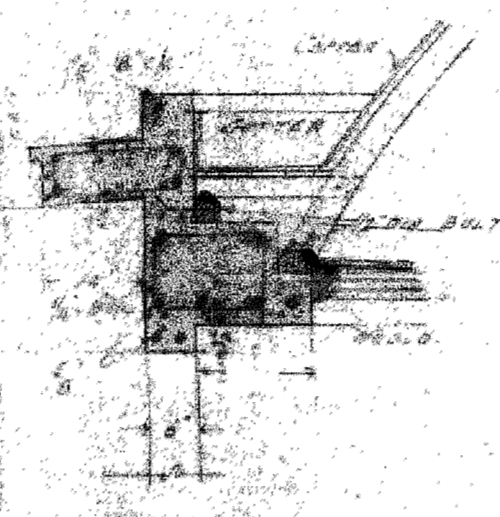
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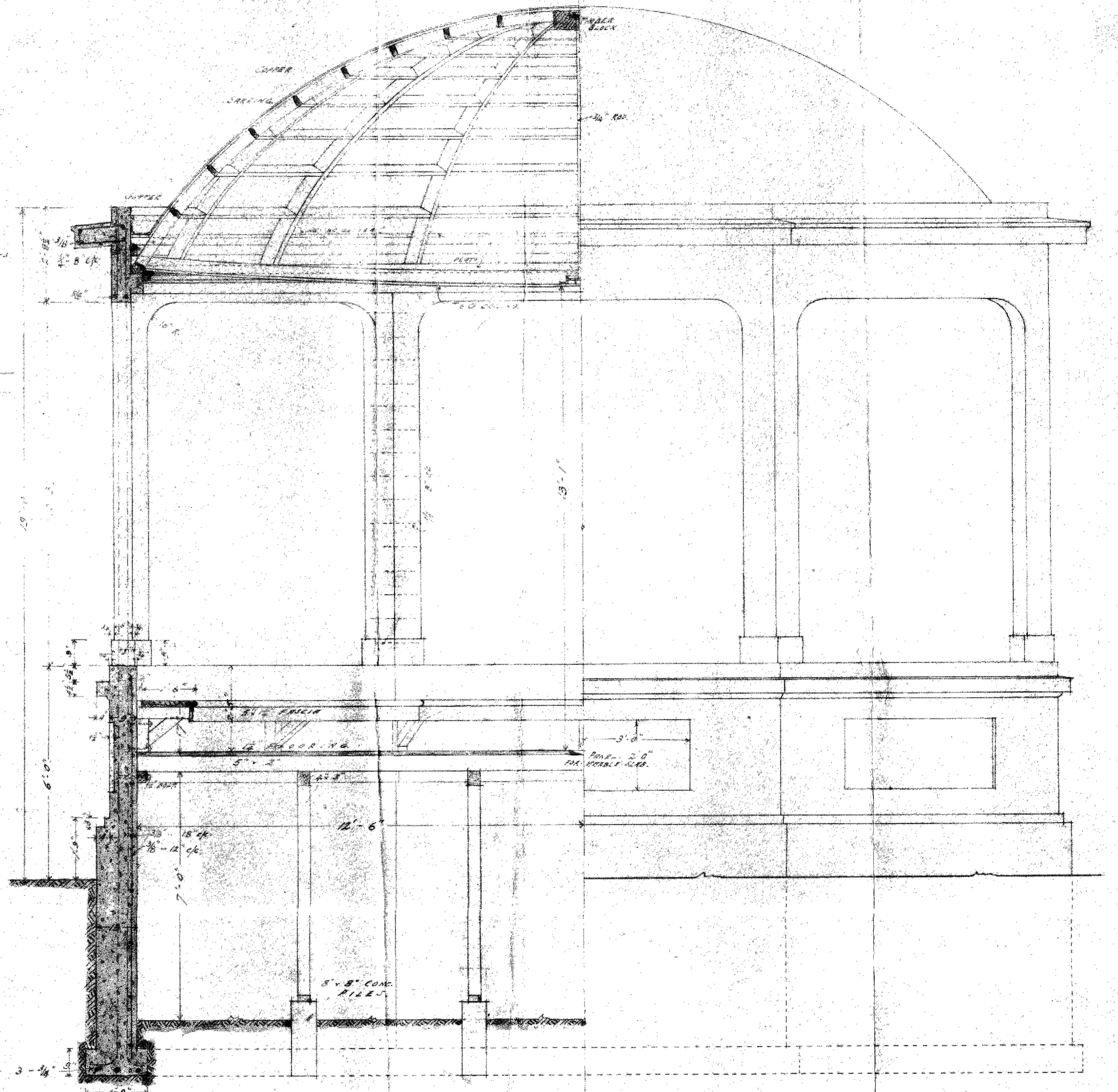
PLAN OF ROOF FRAMING



SECTION THROUGH ANGLE RING FOR RADIATING JOISTS

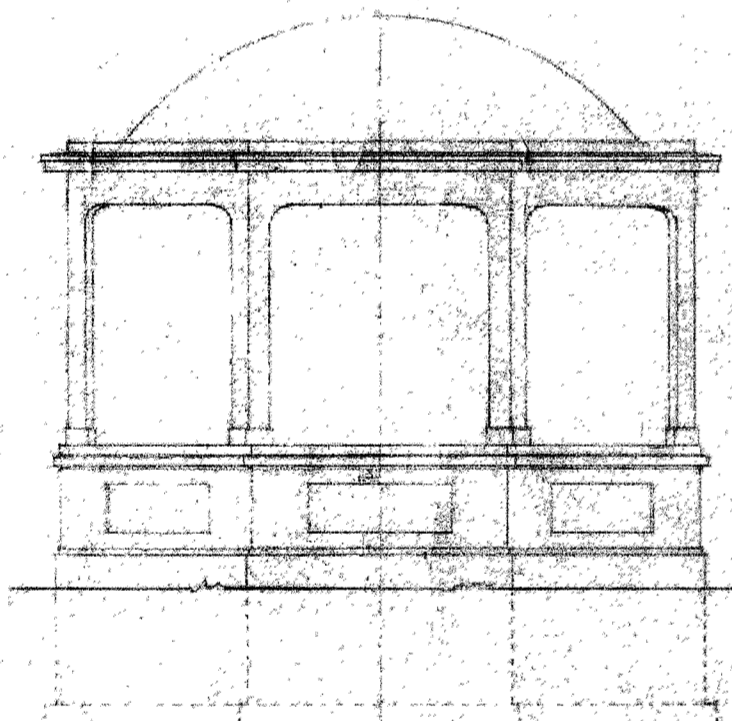


SECTION THROUGH PARAPET INTERSECTION

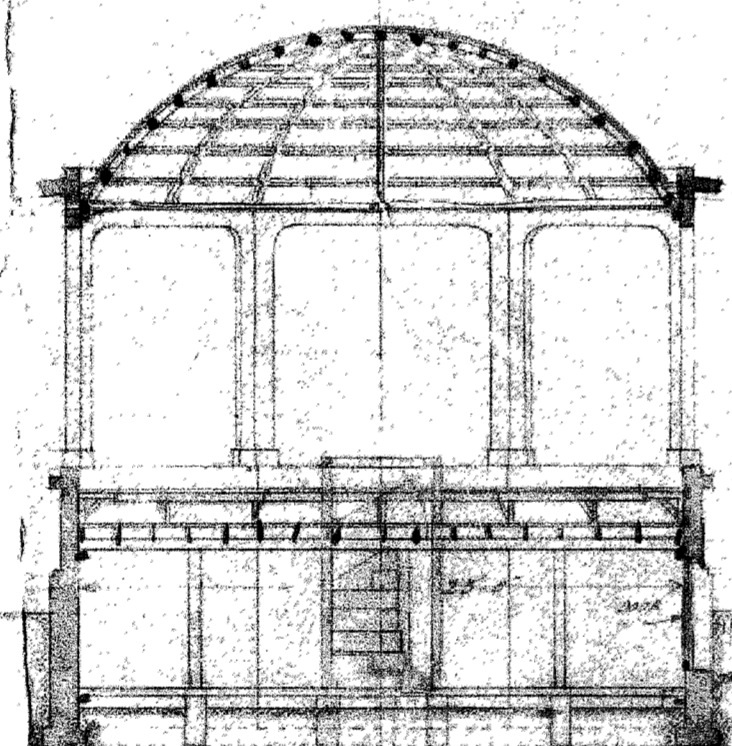


HALF DETAIL SECTION

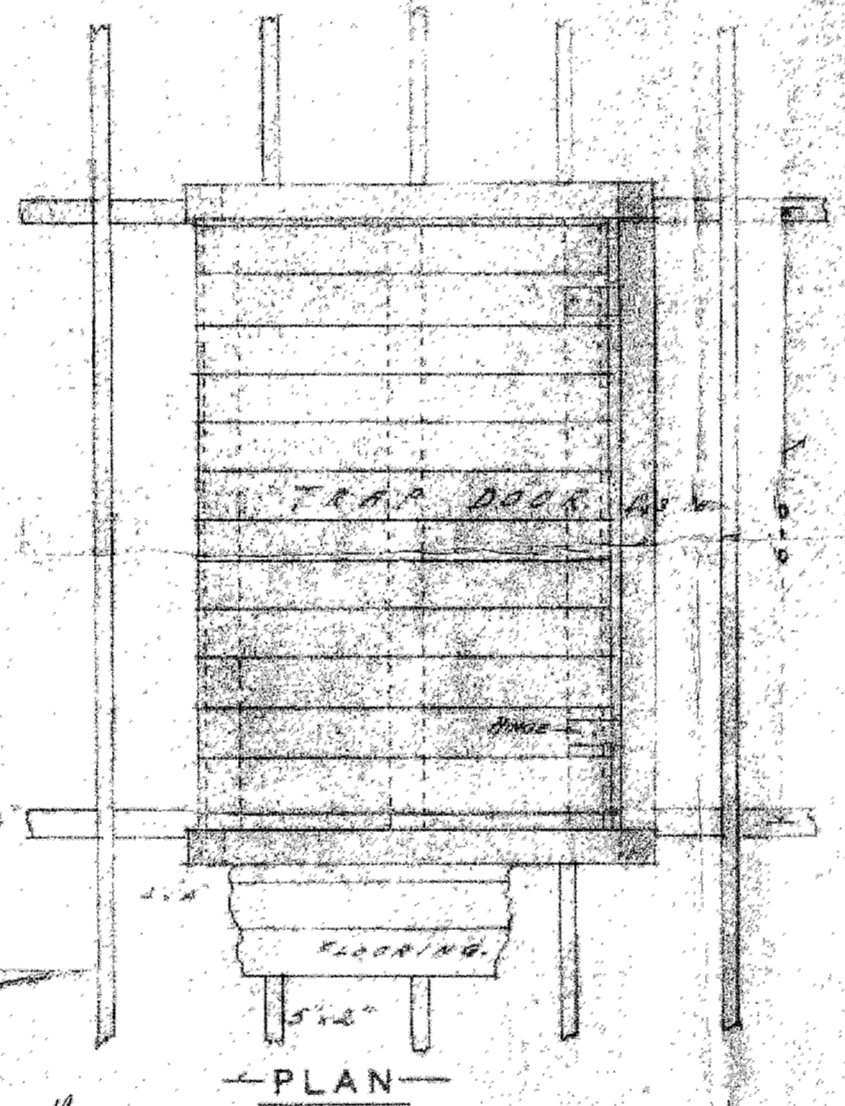
HALF DETAIL ELEVATION



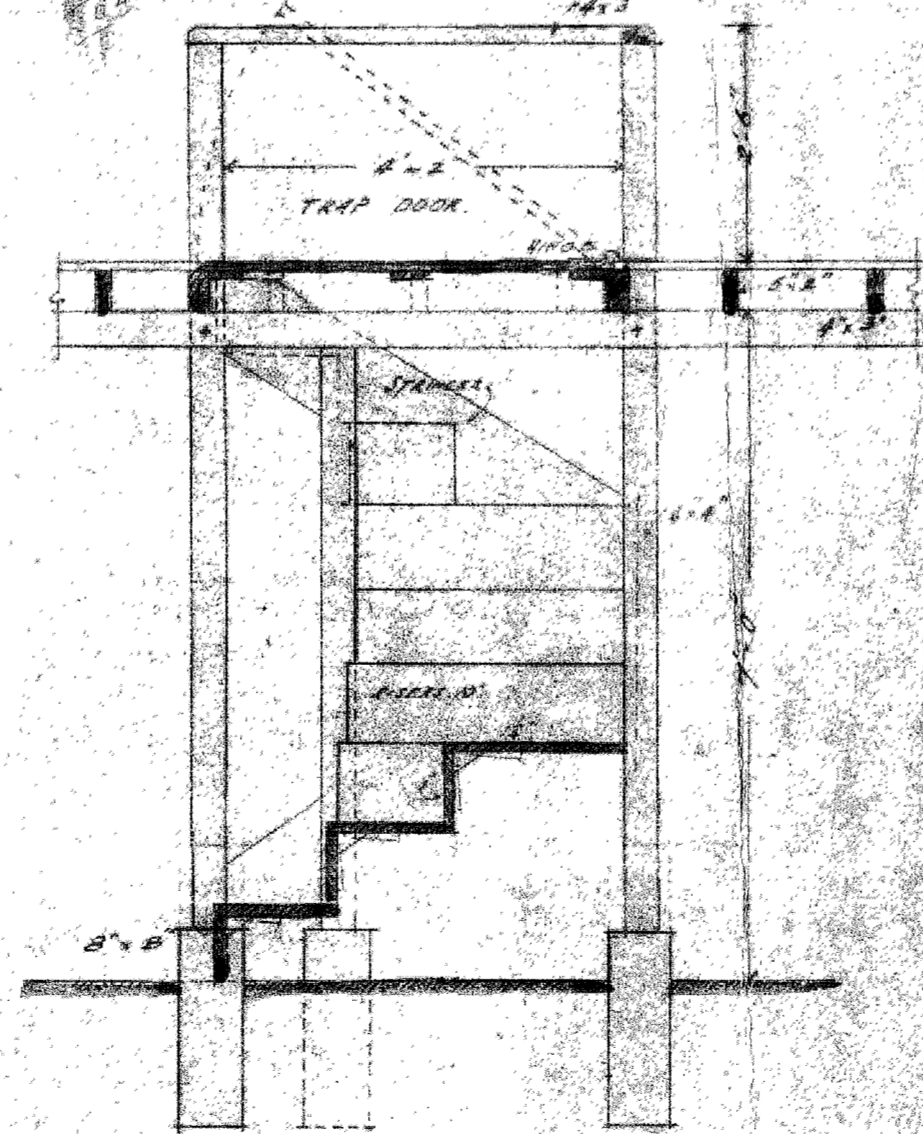
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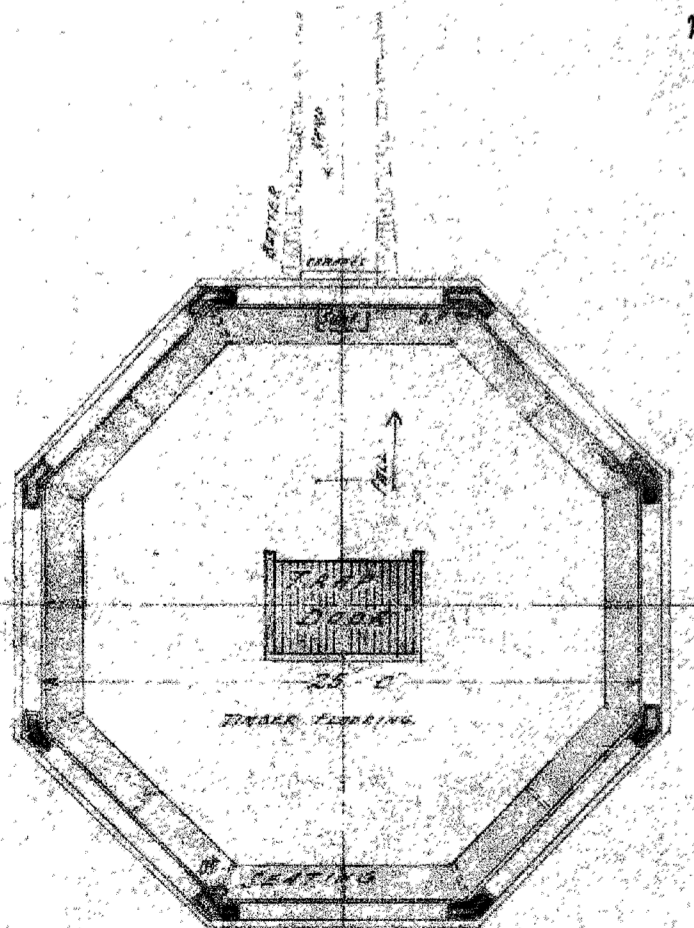
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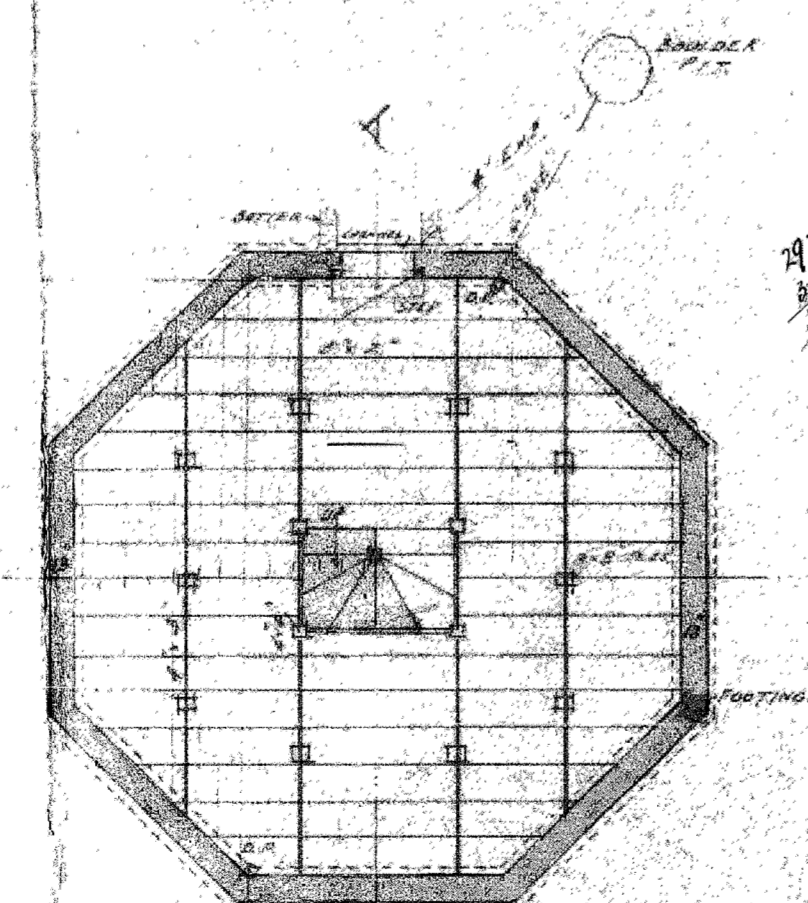
PLAN



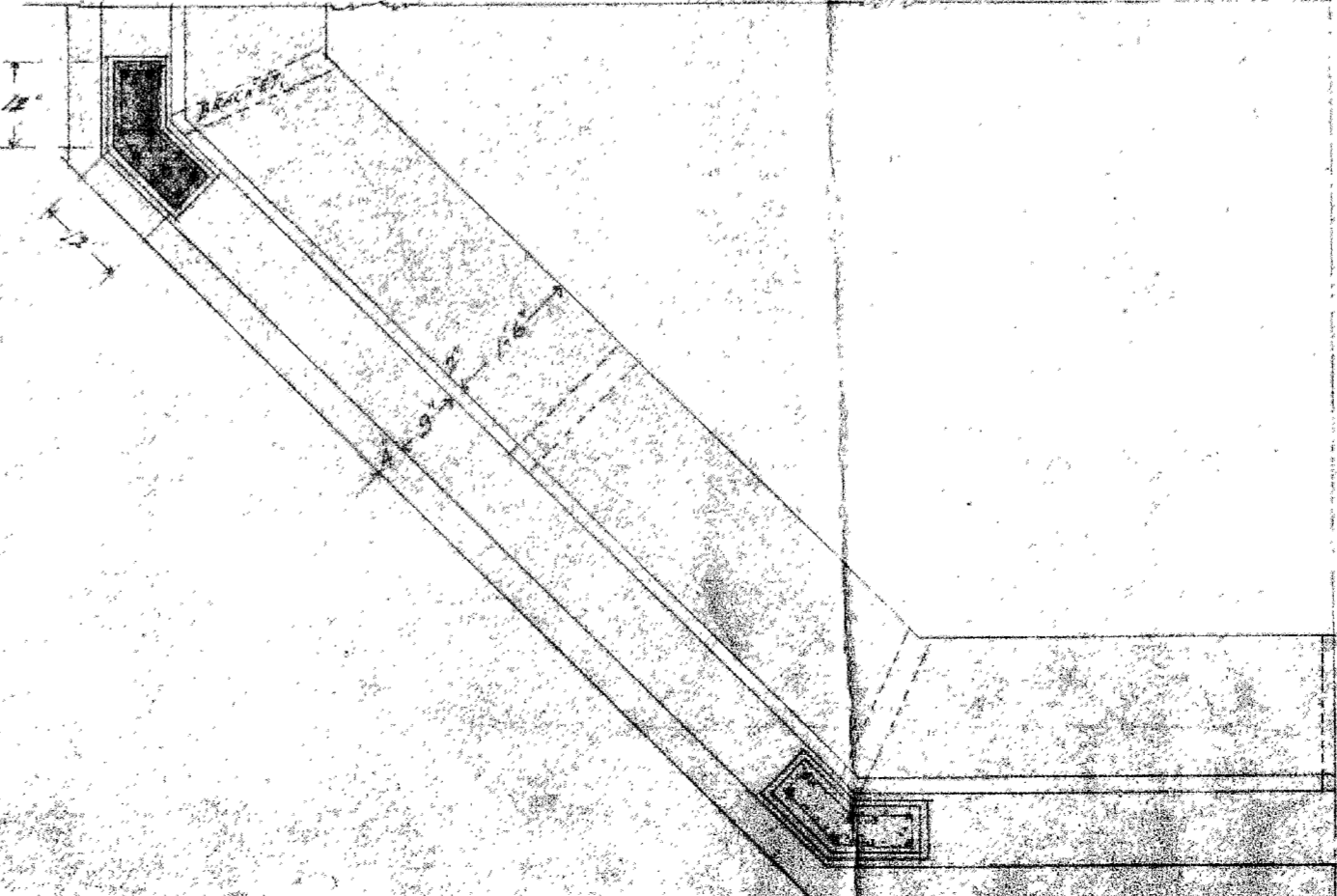
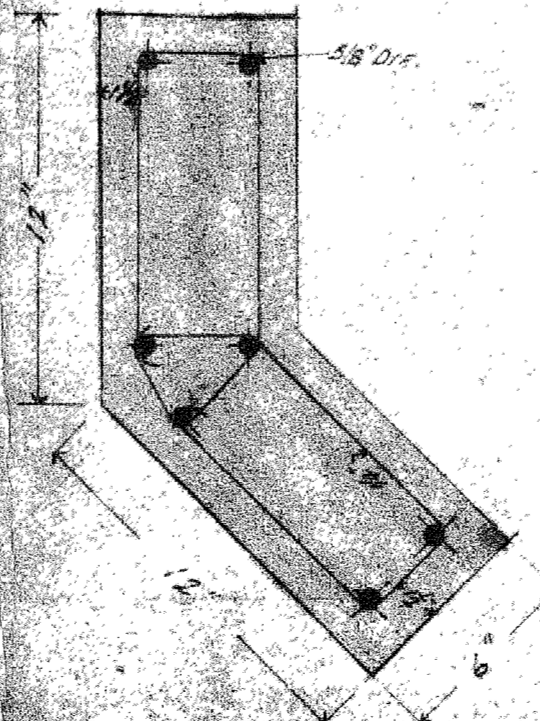
DETAIL SECTION THROUGH STAIRS



FLOOR PLAN



BASEMENT PLAN



HALF DETAIL FLOOR PLAN

M. INST. C.E. CITY ENGINEER

Official stamps and reference information including 'CITY ENGINEERS DEPARTMENT No 7249', 'REF. No. 23/1192', and a disclaimer: 'BEING COPY OF DRAWING No. 1 REF. No. 23/1192 THE ORIGINAL CONTRACT DRAWING REFERRED TO IN CLAUSE No. 7 OF SPEC. OF CONTRACT.'