

# BUILDING APPLICATION FORM.

WELLINGTON,

Date, *November 17* 190*5*

To the City Engineer,

Wellington.

Sir,

I hereby apply for permission to *erect Mission Hall*  
in *Frederick St.* Street, Section *4* part of  
part of Town Acre *231* for *Chinese Mission*  
of *Wellington* according to Plans and Specifications  
deposited herewith at the estimated cost of £ *715* £

Yours faithfully, *Frederick A. Bickley*  
Builder

Postal Address *66 Taranaki St*  
*Opp Pirian St*

# Articles of Agreement made the

day of

Between

of

(hereinafter called

"the Employer") of the one part, and

(hereinafter

called "the Contractor") of the other part.

**Whereas** the Employer has caused Drawings and a Specification describing the work to be done under the agreement to be prepared by FREDERICK DE JERSEY CLERE, Fellow of the Royal Institute of British Architects (hereinafter called the Architect):

**And whereas** the Contractor has agreed to execute the said work upon and subject to the

Conditions annexed hereto for the sum of £  
called "the Contract price"):

(hereinafter

## Now it is hereby agreed as follows:

In consideration of the Contract price (to be paid at the time and in the manner set forth in the said Conditions), the Contractor will upon and subject to the said Conditions execute and complete the works shown upon the said Drawing or Drawings and described in the said Specification.

2. The Employer will pay to the Contractor the said Contract price or such other sums as shall become payable hereunder at the times and in the manner specified in the said Conditions.

3. In the event of the said F. DE J. CLERE ceasing to be the Architect for the purpose of this Contract, such other person shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Arbitrator mentioned in the said Conditions: Provided always that no person subsequently appointed to be Architect under this Contract shall be entitled to disregard or overrule any decision or approval or direction given or expressed by the Architect for the time being.

4. Any reference in the said Conditions to the Bills of Quantities shall not have the effect of constituting them part of this Contract.

5. The said conditions shall be read and construed as forming part of this Agreement, and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts respectively in such Conditions contained.

As witness our hands this

day of

Signed in the presence of—

WELLINGTON  
COUNCIL  
NOV 17 1905  
ENGINEERS  
DEPT

## Contract

*For Erection of Hall in Frederick St for Chinese Mission of Wellington*

**F. de J. CLERE, F.R.I.B.A., Architect,  
Wellington.**

# Preliminary Conditions of Contract.

### Employer Not Bound to Accept Tenders.

1. All Tenders must be made in accordance with the annexed conditions. The tenderer, by tendering, binds himself to the strict observance of those Conditions and to the execution of a formal contract in the form attached to those Conditions with the Employer for the execution of the works described in the Specifications and Plans at the price mentioned in the tender of such tenderer. The Employer does not bind himself to accept the lowest or any tender.

### Deposit.

2. Each tenderer shall, at the time of sending in a tender, attach thereto a cheque, payable to the Architect or his order, for the sum of £10 ———, marked by a Banking Company as good for 14 days, or shall deposit that sum in money in the hands of the Architect as a guarantee for the due performance of the provisions of the two next following clauses of these Conditions; and in case of any breach or non-performance of any of the provisions of the two next following clauses, the said sum shall be retained by the Employer as ascertained and liquidated damages for breach of contract, and not by way of penalty.

### Contractor to Sign Agreement.

8. The successful Tenderer or Tenderers shall, whenever required so to do after the acceptance of his or their tender has been notified to him or them in writing by the Employer or the Architect, execute a formal agreement with the Employer for the execution of the works described in the Specifications and Plans for the sum mentioned in the tender of such tenderer or tenderers, ~~and shall at the same time pay to the Architect such sum as with the moneys already deposited pursuant to the provisions of the last condition will make a deposit at the rate of ——— pounds per centum upon the amount mentioned in such tender, and the whole of the said deposit shall be retained by the Architect as a guarantee for the due commencement and execution of the said works, and the due observance and performance in all respects of the provisions of these Conditions.~~

### ~~Contractor may Give Sureties.~~

~~4. In lieu of the performance of the last Condition, the Contractor may, with the consent and approval of the Architect, but not otherwise, at the time of the signature of the Contract procure two sureties to be approved of by the Architect, to enter into a joint and several bond in the sum of £ ——— for the due performance of the Contract, and the due observance in all respects of the provisions of these Conditions. The costs of the preparation, execution, and stamping of such bond (not exceeding £ ———) shall be paid by the Contractor. If a bond shall be accepted by the Architect under this Condition, the Contractor shall not be required to make the deposit required by the last Condition, and upon the due execution of such bond the deposit required by the said Condition shall be returned to the Contractor.~~

6848

**Contract for** Hall in Frederick St. for Chicago Mission.

F. DE J. CLERE, F.R.I.B.A., ARCHITECT.

## General Conditions of Contract.

### Interpretation Clause.

1. The works shall be carried out in accordance with the directions, and to the reasonable satisfaction of the Architect, in accordance with the said Drawings and Specifications, and in accordance with such further drawings, details, and instructions in explanation of the same as may from time to time be given by the Architect. The Contract Drawings and Specifications shall remain in the custody of the Architect, and shall be produced by him at his office as and when required by the Employer or by the Contractor.

In these Conditions, and in the Specification attached hereto or herein referred to, the word "Contractor" shall include two or more Contractors where several persons jointly or in co-partnership tender for the execution of the works herein referred to.

If there shall be more than one Contractor, the liability of such Contractors under these Conditions, and under any Contract or Agreement in which these Conditions shall be incorporated or referred to, shall be a joint liability on the part of all such Contractors, and a separate liability on the part of each of such Contractors.

"Clerk of the Works" means any person or persons who may from time to time be appointed by the Architect on behalf of the Proprietors to supervise the works.

"Month" or "months" mean respectively a calendar month or calendar months.

Wherever so required, for the purpose of reconciling these Conditions with the agreement with which such Conditions are incorporated, words used in the singular number shall (as the case may require) include or be read in the plural number, and words used in the plural number shall (as the case may require) include or be read in the singular number.

### Copies of Drawings, &c.

2. The Employer shall pay for the tracings, details, and copy of specifications for Builder's use which shall be made by the Architect at the rate of one and a-half per centum upon the whole amount expended. All tracings of plans, copies of specifications, and details shall be kept by the Contractor in a suitable office on the site of the works, and shall not be removed therefrom at any time during the progress of the contract, except as hereinafter stated. The said tracings, copies of specifications, and details shall be at all times accessible to the Architect or the Clerk of Works, and shall be returned to the Architect upon his written or verbal demand, without compensation to the Contractor, it being hereby declared and agreed that the said tracings, copies of specifications, and details are and shall remain the exclusive property of the Architect as aforesaid. Should the Contractor be unable to obtain these copies within seven days from the date of the signing the Contract upon his applying for them at the Architect's office, he shall then be allowed an extension of his Contract time, in proportion to the time that he shall be delayed on account of his not so obtaining the said copies.

### Contractor's Original Estimate Furnished.

3. The Contractor shall, if required, on the signing hereof, furnish the Architect with a verified copy of the original estimate for his sole use or that of the Surveyor appointed as in Clause 13 hereof, and for the purposes only of this Agreement.

### Discrepancies between Drawings and Specification.

4. The Contractor shall provide everything necessary for the proper execution of the works, according to the true intent and meaning of the Drawings and Specification taken together, whether the same may or may not be particularly shown on the Drawings or described in the Specification, provided that the same is reasonably to be inferred therefrom; and if the Contractor find any discrepancy in the Drawings, or between the Drawings and Specification, he shall immediately refer the same to the Architect, who shall decide which shall be followed. Figured dimensions are to be followed in preference to the scale.

### By-Laws of Local Authorities.

5. The Contractor shall conform to the provisions of any Acts of Parliament relating to the works, and to the Regulations and By-Laws of any Local Authority, and of any Water and Lighting Companies with whose systems the structure is proposed to be connected, and shall, before making any variation from the Drawings or Specification that may be necessitated by so conforming, give to the Architect written notice, specifying the variation proposed to be made, and the reason for making it, and apply for instructions thereon. In case the Contractor shall not in due course receive such instructions he shall proceed with the work, conforming to the Provision, Regulation, or By-law in question, and any variation so necessitated shall be dealt with under Clause 13. The Contractor shall give all notices required by the said Acts, Regulations, or By-laws to be given to any Local Authority, and pay all fees payable to any such Authority, or to any public officer in respect of the works.

### Contractor to Set Out Works.

6. The Contractor shall set out the works, and during the progress of the building shall amend at his own cost any errors arising from inaccurate setting out, unless the Architect shall decide to the contrary.

### **Materials and Workmanship.**

7. All materials and workmanship shall be of the respective kinds described in the Specification, and the Contractor shall, upon the request of the Architect, furnish him with vouchers to prove that the materials are such as are specified.

### **Contractor to be Represented.**

8. The Contractor shall keep constantly on the works a competent general foreman, and any directions or explanations given by the Architect to such foreman shall be held to have been given to the Contractor.

### **Power to Dismiss Workmen.**

9. The Contractor shall, on the request of the Architect, immediately dismiss from the works any person employed thereon by him who may, in the opinion, of the Architect, be incompetent or misconduct himself, and such person shall not be again employed on the works without the permission of the Architect.

### **Access to Work or Workshops.**

10. The Architect, and any person authorised by him, shall at all reasonable times have access to the works, and the Architect and his representatives shall at like times have access to the workshops of the Contractor or other places where work is being prepared for the building.

### **Power of Clerk of Works.**

11. The Clerk of Works shall be considered to act solely as Inspector and under the Architect, and the Contractor shall afford him every facility for examining the works and materials.

### **Contractor Not to Vary from Drawings or Specification.**

12. The Contractor shall not vary from the Drawings or Specifications except as provided by Clause 5, or by the authority of the Architect, which is to be sufficiently proved by any writing or drawing given by him or by any subsequent written approval by him. If the work shown on any of the details or the further drawings or details referred to in Clause 1, or necessary to comply with any instructions, directions, or explanations which may be given from time to time by the Architect, be, in the opinion of the Contractor, in excess of that comprised in the Contract he shall, before proceeding with such work, give notice in writing to this effect to the Architect. In the event of the Architect and Contractor failing to agree as to whether or not there is any excess, and of the Architect's deciding that the Contractor is to carry out the said work, the Contractor shall accordingly do so, and the question whether or not there is any excess, and if so the value thereof, shall, failing agreement, be settled by the Arbitrator as provided in Clause 33, and the Contractor shall be paid accordingly. No claim for an extra shall be allowed unless it shall have been executed under the provisions of Clause 5, or by the authority of the Architect as herein mentioned. Any such extra is hereinafter referred to as an authorised extra.

### **No Variation to Vitate Contract.**

13. No variation shall vitiate the Contract, but all authorised extras for which a price may not have been previously agreed, and any omission which may have been made with the knowledge of the Architect, or without his knowledge, provided he subsequently give a written sanction to such omission, shall be measured and valued, as hereinafter provided, by the Architect, and a copy of such measurement and valuation shall be given to the Contractor. The fees for so measuring and valuing the variations shall be added to the contract sum. If, in the opinion of the Architect, the work cannot be properly measured and valued, day work prices shall be allowed therefor, provided that vouchers specifying the time and materials employed shall have been delivered for verification to the Architect, or his nominee, at or before the expiration of the week following that in which such work shall have been done. The variations shall be valued at the rates contained in the Contractor's original estimate, or, where the same may not apply, at rates proportionate to the prices therein contained. The amount to be allowed on either side in respect of the variations so ascertained shall be added to or deducted from the contract sum as the case may be.

### **Bills of Quantities and Surveyor's Fees.**

14. The fees for the Bills of Quantities and the Surveyor's expenses (if any) stated therein shall be paid by the Contractor to the Surveyor named therein out of and immediately after receiving the amount of the certificate, or certificates, in which they shall be included. The fees chargeable under Clause 13 shall be paid by the Contractor before the issue by the Architect of the certificate for the final payment. If the Contractor fails or neglects to pay as herein provided, then the Employer shall be at liberty, as is hereby authorised, to do so on the certificate of the Architect, and the amount so paid by the Employer shall be deducted from the amount otherwise due to the Contractor.

### **When Material Becomes Property of Employer.**

15. When the Contractor shall have received payment of any certificate in which the Architect shall have taken into account the value of any unfixed materials intended for the works and placed by the Contractor thereon, or upon ground adjacent thereto, all such materials shall become the property of the Employer, and shall not be taken away, except for the purpose of being used on the building, without the written authority of the Architect, and the Contractor shall be liable for any loss of or damage to such materials.

### **Power to Remove Inferior Material from Works.**

16. The Architect shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Architect are not in accordance with the Specification or the instructions of the Architect the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specification or instructions, and the Contractor shall forthwith carry out such orders at his own cost. In case of default on the part of the Contractor to carry out such order the Employer shall have power to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him by the Employer, or may be deducted by him from any moneys due or that may become due to him.

### Shrinkage or Defective Works.

17. Any defects, deficiencies, shrinkage, or other faults which may appear within *three* months from the completion of the works, arising in the opinion of the Architect from materials or workmanship not in accordance with the Drawings and Specification or the instructions of the Architect, or any damage to pointing by frost appearing within the like period, shall, upon the directions in writing of the Architect, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost, unless the Architect shall decide that he ought to be paid for the same; and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, or other faults or damage, and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer, or may be deducted by him from any moneys due or that may become due to the Contractor. Should any defective work have been done or material supplied by any sub-contractor or other person employed on the works who has been nominated or approved by the Architect, the Contractor shall be liable to make good the same in the same manner as if such work or material had been done or supplied by the Contractor, and been subject to the provisions of this and the preceding clause.

### Contractor to Open up Covered Works if required.

18. The Contractor shall, at the request of the Architect, within such time as the Architect shall name, open for inspection any work covered up, and should the Contractor refuse or neglect to comply with such request, the Architect may employ other workmen to open up the same. If the said work has been covered up in contravention of the Architect's instructions, or if on being opened up it be found not in accordance with the Drawings and Specification or the instructions of the Architect, the expenses of opening and covering it up again, whether done by the Contractor or such other workmen, shall be borne by, and recoverable from, the Contractor, or may be deducted as aforesaid. If the work has not been covered up in contravention of such instructions, and be found in accordance with the said Drawings and Specification or instructions, then the expenses aforesaid shall be borne by the Employer and be added to the contract sum; provided always that in the case of foundations, or of any other urgent work so opened up and requiring immediate attention, the Architect shall, within a reasonable time after receipt of notice from the Contractor that the work has been so opened, make or cause the inspection thereof to be made, and at the expiration of such time, if such inspection shall not have been made, the Contractor may cover up the same, and shall not be required to open it up again for inspection except at the expense of the Employer.

### Contractor Not to Sublet Works.

19. The Contractor shall not, without the written consent of the Architect, assign this Agreement or sublet any portion of the works.

### Sub-Contractors Nominated by Architect.

20. No sub-contractor or other person nominated by the Architect shall be employed upon the works against whom the Contractor shall make what the Architect considers reasonable objection, or who will not enter into a contract with the Contractor guaranteeing the due performance of his work, and indemnifying the Contractor against any claims arising out of misuse by the sub-contractor or his workmen of any scaffold erected or plant employed by the Contractor or that may be made against the Contractor in consequence of any act, omission, or default of the sub-contractor, his servants or agents.

### Contractor Responsible for Injury to Workmen and for Damage to Property.

21. The Contractor shall, insure in some approved office the whole of the workmen engaged on the work, whether under sub-contract, or otherwise against any claim which might be made under any Act of Parliament relating to accidents, and shall produce such Policy of Insurance when called upon to do so. He shall also be responsible for all structural and decorative damage to property, and for injury caused by the works or workmen to persons, animals, or things, and shall hold the Employer harmless in respect thereof. He shall also be responsible for all injuries caused to the buildings, the subject of this contract, by frost, or other inclemency of weather, and shall reinstate all damage caused by the same, and thoroughly complete the whole of the works.

### Contractor to Insure Work.

22. The Contractor shall insure the works, and keep them insured until they are delivered up, against loss or damage by fire, in an office to be approved by the Architect, in the joint names of the Employer and Contractor, for the full value of the work executed, and shall deposit with the Architect the policies and receipts for the premiums paid for such insurance, and in default the Employer may insure the works and deduct the premiums paid from any moneys due or which may become due. All moneys received under any such policies are to be paid to the Contractor by instalments on the certificates of the Architect, and to be applied in or towards the rebuilding or reparation of the works destroyed or injured. The Contractor shall, as soon as the claim under the policy is settled, proceed with all due diligence with the rebuilding or reparation, and shall not be entitled to any payment in respect thereof other than the said moneys received, but such extension of the time hereinafter mentioned for completion shall be made as shall be just and reasonable.

(b) ~~The whole building and the works executed under this Contract shall be at the sole risk of the Employer as regards any loss or damage by fire, and in the event of any such loss or damage being so occasioned which affects the original building or structure in addition to the new work, the Contractor shall be entitled to receive from the Employer the full value of all work then executed and materials then delivered, calculated in the manner provided for by Clause 19 thereof, and this Contract, so far as it relates to any subsequent work, may at the option of either party be determined if, in the opinion of the Arbitrator, such determination shall be just and equitable.~~

### When Contractor to Commence Work.

23. The Contractor shall begin the works immediately after receiving notice of the acceptance of tender, shall regularly proceed with them, and shall complete the same (except painting and papering or other decorative work, which, in the opinion of the Architect, it may be desirable to delay) by the \_\_\_\_\_ day of \_\_\_\_\_, subject nevertheless to the provisions for extension of time hereinafter contained.

### As to Completion of Works.

24. If the Contractor fail to complete the works by the date named in Clause 23, or within any extended time allowed by the Architect under these presents, and the Architect shall certify in writing that the works could reasonably have been

completed by the said date, or within the said extended time, the Contractor shall pay or allow to the Employer the sum of £ ~~one~~ —sterling per day as liquidated and ascertained damages for every day, exclusive of Sundays, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished, except as provided by Clause 23, and such damages may be deducted by the Employer from any moneys due to the Contractor.

#### Works Delayed by Force Majeure.

25. If in the opinion of the Architect the works be delayed by "force majeure" or by reason of any exceptionally inclement weather, or by reason of instructions from the Architect in consequence of proceedings taken or threatened by or disputes with adjoining or neighbouring owners, or by the works or delay of other Contractors or tradesmen engaged or nominated by the Employer or the Architect, and not referred to in the Specification, or by reason of authorised extras or additions, or in consequence of any notice reasonably given by the Contractor in pursuance of Clause 12, or by reason of any local combination of workmen or strikes or lock-out affecting any of the building trades, or in consequence of the Contractor not having received in due time necessary instructions from the Architect for which he shall have specially applied in writing, the Architect shall make a fair and reasonable extension of time for completion in respect thereof. In case of such strike or lock-out the Contractor shall, as soon as may be, give to the Architect written notice thereof. But the Contractor shall, nevertheless, use his best endeavours to prevent delay, and shall do all that may reasonably be required to the satisfaction of the Architect to proceed with the works.

#### Power of Employer to Complete Works.

26. If the Contractor, except on account of any legal restraint upon the Employer preventing the continuance of the works, or on account of any of the causes mentioned in Clause 25, or in case of a certificate being withheld or not paid when due, shall suspend the works, or in the opinion of the Architect shall neglect or fail to proceed with due diligence in the performance of his part of the contract, or if he shall more than once make default in the respects mentioned in Clause 16, the Employer by the Architect shall have power to give notice in writing to the Contractor requiring that the works be proceeded with in a reasonable manner and with reasonable despatch. Such notice shall not be unreasonably or vexatiously given, and must signify that it purports to be a notice under the provisions of this clause, and must specify the act or default on the part of the Contractor upon which it is based. After such notice shall have been given, the Contractor shall not be at liberty to remove from the site of works, or from any ground contiguous thereto any plant or materials belonging to him which shall have been placed thereon for the purposes of the works, and the Employer shall have a lien upon all such plant and materials, to subsist from the date of such notice being given until the notice shall have been complied with. Provided always that such lien shall not under any circumstances subsist after the expiration of thirty-one days from the date of such notice being given unless the Employer shall have entered upon and taken possession of the works and site as hereinafter provided. If the Contractor shall fail for ~~three~~ days after such notice has been given to proceed with the works as therein prescribed, the Employer may enter upon and take possession of the works and site, and all of such plant and materials thereon (or on any ground contiguous thereto) intended to be used for the works, and all such materials as above mentioned shall thereupon become the property of the Employer absolutely, and the Employer shall retain and hold a lien upon all such plant until the works shall have been completed under the powers hereinafter conferred upon him. If the Employer shall exercise the above power he may engage any other person to complete the works, and exclude the contractor, his agent and servants, from entry upon or access to the same, except that the contractor or any one person nominated by him may have access at all reasonable times to inspect, survey, and measure the works. And the employer shall take such steps as, in the opinion of the architect, may be reasonably necessary for completing the works without undue delay or expense, using for that purpose the plant and materials above mentioned, in so far as they are suitable and adapted to such use. Upon the completion of the works the architect shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the contractor as aforesaid, and in completing the works by other persons. Should the amount so certified as the expenses properly incurred be less than the amount which would have been due to the Contractor upon the completion of the works by him, the difference shall be paid or allowed to the Contractor by the Employer; should the amount of the former exceed the latter, the difference shall be paid or allowed by the Contractor to the Employer. The Employer shall not be liable to make any further payment or compensation to the Contractor for or on account of the proper use of the plant for the completion of the works under the provisions hereinbefore contained other than such payment as is included in the contract price. After the works shall have been so completed by persons other than the Contractor under the provisions hereinbefore contained, the Employer shall give notice to the Contractor of such completion, and may require him from time to time, before and after such completion, to remove his plant and all such materials as aforesaid as may not have been used in the completion of the works from the site. If such plant and materials are not removed within a reasonable time after notice shall have been given, the Employer may remove and sell the same, holding the proceeds, less the cost of removal and sale, to the credit of the Contractor. Any notice to be given to the Contractor under this clause shall be given by leaving the same at the place of business of the Contractor, or by registered letter sent to him at that address.

#### Meaning of "Prime Cost."

27. The words "prime cost," or the initials P.C., applied in the Specification to goods to be obtained and fixed by the Contractor, shall mean, unless otherwise stated in the Specification, the sum paid to the merchant in Wellington after deducting all trade discount for such goods in the ordinary course of delivery, but not deducting discount for cash, and such sum shall be exclusive of special carriage, the cost of fixing, and Contractor's profit.

#### Provisional Sums Mentioned in Specification.

28. The provisional sums mentioned in the Specification for materials to be supplied or for work to be performed by special artists or tradesmen, or for other works or fittings to the building, shall be paid and expended at such times and in such amounts and to and in favour of such persons as the Architect shall direct, and sums so expended shall be payable by the Contractor without discount or deduction, or (without prejudice to any rights of the Contractor existing under the contract referred to in Clause No. 20) by the Employer to the said artists or tradesmen. The value of works which are executed by the Contractor in respect of provisional sums, or in additional works, shall be ascertained as provided by Clause 13. At the settlement of the accounts the amount paid by the Contractor to the said artists and tradesmen, and the said value of such works executed by the Contractor, shall be set against all such provisional sums or any sum provided for additional works, and the balance shall be added to or deducted from the contract sum.

#### Employers' Artists, or Tradesmen.

29. The Contractor shall, unless otherwise stated in the Specification, provide and erect all necessary scaffolding and plant for the due execution by the artists and tradesmen referred to in the preceding clause of the work entrusted to

them. He shall also permit of the execution of work by any other artists or tradesmen who may be engaged by the Employer.

#### Payments, and Workmen's Lien.

30. Subject to the provisions of these Conditions, the moneys to become due to the Contractor in respect of the said works shall be paid at such times and in such proportions as the Architect shall deem expedient, upon certificates in writing under his hand, at the rate of £70 per centum of the Architect's estimated value of the work done and the materials on the ground; a sum equal to £5 ——— per centum shall be retained subject to the provisions of Clause 17, and the balance of £25 ——— per centum of the said moneys shall be retained in hand until 32 days after the work is satisfactorily completed, and a certificate to that effect has been granted by the Architect; if no notice of any lien or charge shall be given to the employer under "The Contractors' and Workmen's Lien Act, 1892," or any Act passed in amendment or in substitute therefor, and if any such notice is given, then until the expiration of 70 days from the date of the certificate last aforesaid; and if any proceedings shall be taken to enforce any such lien or charge, then until the final determination of such proceedings. No certificate shall be for any less sum than £100

#### Should Employer Fail to Pay.

31. Should the Employer not pay the Contractor any sum certified by the Architect within the times respectively named in Clause 30, the Contractor shall give written notice to the Employer of the non-payment, and should the Employer not pay such a sum within the period of seven days from the date of delivery of such notice at the Employer's address, or sent to him there in the ordinary course of post by registered letter, or if the Employer shall become bankrupt or file any petition for liquidation of his affairs, and if his Trustee in bankruptcy shall repudiate this Contract, or if the Trustee shall be unable to show within seven days to the reasonable satisfaction of the Contractor his ability to carry out the contract, and to make all payments due or to become due thereunder, or if the works be stopped for one calendar month under an order of the Architect or any Court of Law, the Contractor shall be at liberty to determine the contract by notice in writing to the Architect, and to recover from the Employer payment for all work executed and for any loss he may sustain upon any plant or material supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment, the rates contained in the Contractor's original estimate shall be followed, or, where the same may not apply, rates proportionate to the prices therein contained.

#### Contractor's Notice of Completion.

32. When the Contractor has completely performed the work in accordance with this Contract, he shall give notice to that effect in writing, delivered personally to the Architect or sent to him by registered letter. The Architect shall, within seven ——— days from the receipt of such notice, examine the work for the purpose of ascertaining whether the same is complete. If the Architect shall fail to examine the work within the said period, he shall be deemed to have approved and passed the same as complete, and thereupon the Contractor shall be entitled to receive his final certificate, and in such case the period of maintenance shall begin on the expiry of the said period of seven ——— days from the receipt by the Architect of the said notice: Provided always that such notice of completion shall not be given more than seven days before the date of completion fixed by the Contract excepting by consent of the Employer or the Architect.

#### Dispute or Difference between Employer and Contractor.

33. Provided always that in case any dispute or difference shall arise between the Employer, or the Architect on his behalf, and the Contractor, either during the progress of the work or after the determination, abandonment, or breach of the contract as to the construction of the contract, or as to any matter or thing arising thereunder (except as to the matters left to the sole discretion of the Architect under Clauses 4, 9, 19, and the exercise by him under Clause 18 of the right to have any work opened up), or as to the withholding by the Architect of any certificate to which the Contractors may claim to be entitled, then either party shall forthwith give to the other notice of such dispute or difference, and such dispute or difference shall be and is hereby referred to the arbitration, and final decision of an arbitrator to be agreed on by the Contractor and the Employer, and if they are unable to agree on a single arbitrator then by three arbitrators, whereof one shall be appointed by each of the said parties and the third by the two so appointed as aforesaid, and the award of such arbitrator or arbitrators shall be final and binding on the parties. Such reference, except on the question of certificate, shall not be opened until after the completion of the works unless with the written consent of the Employer or Architect and the Contractor. The Arbitrator shall have power to open up, review, and revise any certificate, opinion, decision, requisition, or notice, save in regard to the said matters expressly excepted above, and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid in the same manner as if no certificate, opinion, decision, requisition or notice had been given. Upon every or any such reference the costs of and incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators, who may determine the amount thereof or direct the same to be taxed as between solicitor and client, or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of "The Arbitration Act, 1890," or any statutory amendment thereof, the provisions of which shall be deemed to apply hereto.



## Memoranda.

Date of completion : *twelve (12)* — — — — — weeks from date of acceptance of Tender.

Penalty : *one* — — — — — pounds (£1.0.0 —) per day.

Period of maintenance : — — — — — months.

Deposit : £ 10. 0. 0.

Tenders to be marked "Tender for — — — — — ;"  
and will be received by — — — — — not later than

1.

SPECIFICATION OF WORK required to be done in the erection of a  
HALL for the CHINESE MISSION, in Frederick Street, Wellington.

P. de J. Clere. F.R.I.B.A.

Wellington Diocesan Architect.

-----  
~~NO~~  
-----

THE SITE lies on the North side of Frederick Street at the Taranaki Street end and Contractors are requested to visit it before tendering.

THE LEVELS are shewn approximately correct but the Contractor shall satisfy himself upon this point. No deduction shall be made if they prove to be to his advantage, nor will any extra be allowed if they prove to be to his disadvantage. Steps etc. shall be carried down to ground.

THE FLOOR LEVEL of Hall shall be 1' 6" above the footpath level where it joins the building at the front door.

ALL WORKMANSHIP & MATERIALS shall be of the best of the kind specified and on these points the Architect shall be the final judge.

THE SITE shall be cleared by the Contractor.

ALL WORK shall be done in accordance with the bye-laws and to conform with the requirements of the City Authorities.

BRICKLAYER ETC.

ALL THE WALLS and foundations and steps shall be of Brickwork or of Concrete.

THE FOUNDATIONS shall be of the widths and depths shown. shall

THE BRICKS shall be hard and well burnt and true to shape. Those used in the <sup>front & in the</sup> Chancel Arch and jambs shall be of the best <sup>quality</sup> ~~quality~~ <sup>machine</sup> pressed bricks, of approved colour. All the bricks forming the Arch shall be moulded to radiate to the proper centres.

DAMP COURSES: Three inches above the ground line a damp course of "Malthoid" or F. & B. damp course shall be laid in all walls and on bricks piles.

MORTAR shall be composed of four parts of good clean sharp sand (free from salt or other impurities) to one of best New Zealand Portland Cement of approved brand.

BOND shall be English

CONCRETE: Aggregate shall be good clean river shingle containing such proportion of smaller particles and of sand as will ensure the utmost compactness of the mass and entire freedom from holes. It shall not contain more than 20% of its bulk of sand capable of passing through  $\frac{1}{8}$ " mesh or more than an additional 20% through  $\frac{1}{4}$ " mesh, and containing no single stone larger in any diameter than 2".

Concrete shall be measured and mixed in the following manner:-

A gauge 4'x 5'x 22 $\frac{1}{2}$ " deep shall be placed upon the mixing board and filled (to the level of the sides only) with aggregate loosely thrown in; The gauge shall then be removed and a cask of cement broken on top of the aggregate with which it shall be thoroughly incorporated by the combined material being turned over twice wet and twice dry. Water shall be applied through a fine ~~mesh~~ nozzle to approval.

WEIGHT AND STRENGTH OF CEMENT: The Portland cement used in the concrete shall be of the best quality and brand to be approved by the Architect or Inspector weighing not less than 108 lb

to the bushel and a briquette of the neat cement 1" square shall, after standing in air for twenty four hours and then immersed in water for seven days, be capable of sustaining a tensile strain of not less than 350 lbs. and after fourteen days immersion of not less than 400lbs.

MIXING PLATFORMS: In mixing the concrete platforms, having a superficial area of not less than 200 sq. feet shall be provided; and not more than one gauge full shall be mixed at any one time. Proper gauge and strickles as directed shall be provided and used.

CONCRETE TO BE RAMMED: All concrete shall be ramm'd solid so as to leave no interstices and where exposed shall be left with a smooth face, ~~and extra ramm'ing shall be applied where breeze concrete shall be used.~~ All concrete shall be kept moist for seven days after being deposited.

SLEEPER PIERS: The sleepers shall be supported on 9"x 9" piers at four feet centres and laid in cement.

WIRE BONDING: Immediately below the line of window sills there shall be placed in the walls in as even a line as possible two lengths of No. 7 gald. iron wire; these shall be continuous round the building (except where doors intervene).

Similar wires shall be carried through the walls above the heads of windows and two shall be carried over the chancel arch and behind the first rim and two all round walls 12" from the top.

HEART OF TOLARA PLUGS shall be fixed in the brickwork to take the dado and the other joinery and all bolts necessary shall be build in.

CEMENT BANDS: Where the cement bands are shewn flush with the pressed brickwork, the rough brickwork shall be kept back  $\frac{1}{2}$ " from the face of the pressed work.

POINTING: The joints of the pressed brickwork shall be made in approved black mortar and shall be ruled and out.

WASHING DOWN: The brickwork shall be washed down with a solution of green copperas and shall be freed from all cement or other stains.

PROVISION FOR GAS PIPES &c. Provision shall be made for all gas pipes etc. being carried into building.

VENTILATION UNDER FLOOR: In the front and side walls the Contractor shall build in 10/9"x 6" galv. iron flanged gratings and shall leave clear air ducts from these gratings to the space under Hall. In the side Chancel walls four similar gratings shall be built in above the floor level and ducts shall be left for these gratings to carry air into the space under chancel and the adjoining parts.

The Contractor shall also provide and build in the air gratings conveying air to the eight wall Ventilators shown, ~~in~~ <sup>in</sup> building, ~~and~~ the galv iron ducts carrying air into the building and provided <sup>for under</sup> ~~with~~ 'Ventilation'.

PLASTERER.

OUTSIDE WORK. The whole of the exposed brickwork excepting those *parts* that are shewn as being of pressed bricks but including inside surfaces and tops of parapets etc. shall be plastered with a coat of Portland cement stucco formed of parts by even measure of one of best <sup>English</sup> Portland cement to three of fine sand. The moulded front parapet and all the stucco in front shall be finished with a coat of similar stucco of uniform tint of one part of cement to two of white sand.

THE TWO CROSSES and their bases shall be cast in stucco with said iron pipe properly jointed as a core.

THE WINDOW SILLS AND STEPS shall be finished in stucco formed of equal parts of cement and fine white sand.

THE THICKNESS OF THE STUCCO shall in no case be less than  $\frac{3}{4}$ ".

THE STAR IN THE GABLE shall be raised and shall be placed in a sunk circle as shewn.

INSIDE WORK. The whole of the exposed rough brickwork inside the building shall be rendered, floated and set in good plaster and shall then be distempered in two coats of some approved tint. This plaster shall be composed of one part of approved lime to one ~~part~~ and a half parts of sand and not less than nine pounds of cow hair to each cubic yard of plaster. The "sand" shall be composed of one part of sharp and clean road grit to one part of fine sand free from salt or pumice.

The lime shall be grey stone lime and it shall be all passed through a sieve of 3/16" mesh.

CARPENTER & JOINER.

## CARPENTER.

TIMBER. The whole of the timber required in the work shall be stacked in an approved manner on or near the site within 28 days of the date of acceptance of tender on failure whereof the Contractor shall forfeit and pay to the Employer as and by way of liquidated and agreed damages the sum of one pound per day for every day that the timber remain unstacked as aforesaid.

Unless otherwise specified the following timbers shall be used:-

HEART OF TOTARA for sleepers, stringers and ground floor joists, outside door and window frames and sills, all sashes and all outside woodwork generally.

HEART OF RED PINE for ~~doors and all parts of fittings~~ *all internal woodwork in Hall, Chancel or Porch excepting the roof sarking.*

HEART OF MATAI OR HEART OF JAERAE for all flooring.

GOOD ORDINARY BUILDING TIMBER (but no white pine) for all work not otherwise specified but it shall be distinctly understood that the Architect or Inspector shall be at liberty to reject any timber that he may consider unsuitable for that part of the work in which it is intended to be used.

All pieces showing bark or the seat of bark shall be rejected.

In the lining inside the Chancel no heading joints shall be visible and in the flooring they shall be scattered as much as possible.

All timbers shall be of the sizes shewn or specified, or where neither shewn nor specified they shall be of such sizes as shall be directed by the Architect or Inspector.

All visible work shall be dressed and all nails in all visible work shall be punched in below flush.

FLOOR JOISTS shall be spaced so as not to exceed 18" centres and well nailed to sleepers and stringers.

THE ROOF OF THE NAVE shall have 5 principals, three being 4" thick and the end ones 3". The "sweeps" shall be 3" thick for the middle principals and 2½" for the E Eastern one. They to-

gether with the ties, shall be omitted in the Westernmost principal a simple 3" rafter being used. The three centre principals shall have  $\frac{3}{4}$ " iron tie and king rods secured as shown.

THE CHANCEL BATTENS shall each be framed as shown, the ties being flush with rafters and all dressed.

PURLINS shall be of the size and number shown, each shall be bolted to each rafter and shall rest on bracket.

FLOORING shall be 6"x 1" T.&G. well cramped up, double nailed to joists, and at completion the bye-wood shall be dressed off. In the porch shall be formed a sinking for doormat the size of which shall be given by the Employer.

THE PLATFORM AND STEPS to Chancel shall be as shown and the edges shall be formed with ~~same~~ risers flush with the edge of treads, the joint being beaced.

THE LINING OF CEILINGS, OF W.C.'S., LAVATORIES ETC. and of the Porch shall be 6"x  $\frac{3}{4}$ " T.G. & V-jointed with Scotia in angles. W.C.'s, and Women's Lavatory shall have match lined walls as specified for Dado.

Lining: The lining of the DADOS shall be 4"x  $\frac{3}{4}$ " Heart of Red Pine and upright. All shall be T.G. & V-jointed, closely laid and secret nailed. The plugs and pieces taking this lining shall be of Hearts of totara and in no cases shall the rows of nails be more than 3 feet apart.

The Porch shall be lined with on both sides to match dado. The top shall overhang walls 3" and under it shall be placed a 3"x 2" Scotia mitred at angles.

ROOF SARKING shall be 6"x 1" dressed V-jointed with the dressed sides downwards. It shall be double nailed to the purlins and (in the case of the ceiling of Lantern Light and of Chancel and Porch) to the rafters. The sarking over the roofs  
Leanto, shall be rough.

BATTENS & BRACING ON ROOFS: On the sarking just mentioned shall be placed 4"x 1" battens to take the iron and 6"x 1" bracing. This latter shall be treble nailed with 4" nails into each



purlins. Care shall be taken that no nails show through the roof sacking.

BARGE BOARDS shall be 1½" thick cut at ends as shown.

COVERING BOARDS shall be 3"x 2".

ANGLE FACINGS ~~sh-~~ For the lantern light shall be H.T. and shall show at least 6" on each face.

ALTER TABLE, SEATS, ALTER RAIL, AND TONE are not in this Contract.

SINK TABLE shall be formed of 1" Heart of Kauri supported on 4"x 2" bearers. On one side it shall have grooves leading into sink.

WINDOWS shall be of the number and sizes shown upon drawing.

The sashes shall be formed of 5" thick chamfered Heart of Totara fixed in the frames shown and having 5" weathered and throated sills. The eight windows in Lantern Light and the two long windows in the Chancel shall be hinged at the top to open outwards, 4" cast butts being used, two to each of the Lantern Light windows and three to each of the Chancel windows. Each light shall be furnished with an approved screw regulator <sup>and</sup> fastener value 10/- each with an approved ~~screw~~ endless cords and cleats complete. Over the door of the outside W.C. shall be formed a fanlight 2 feet high hinged at top to open outwards and provided with an approved stay fastener. The inside W.C. window shall be pivot hung and shall have an approved stay <sup>and</sup> fastener. The other windows shall be fixtures. All windows shall be glazed with approved rolled Cathedral glass well bradded and puttied.

DOORS: All the doors shall be hung on 2" solid rebatted frames.

The outside doors shall be framed as shown with 2½" frames ~~and~~ and rebatted and beaded for sheathing. The edges of the framing on the inside shall be stop chamfered. The outside shall be sheathed with 4"x 7" T.G. V-jointed and dressed both sides boards, double nailed to framing, the hinges shall be three in number, 4" cast butts and each door shall be secured with a 4/6 approved Mortice lock having cast iron approved handle.

The inside doors shall be 2" thick framed and ledged and

sheathed as specified for outside doors, shall be hung on 2" rebatted frame on two 4" cast butts. The sheathing of outside doors shall be H.T. Where doors are double, one fold shall have two 10" bolts, the top one being monkey-tailed. The door (or gate) at <sup>side</sup> ~~end~~ of building shall be formed as specified for outside doors, but shall be of H.T. entirely. Its posts shall be 4" x 4" H.T. and over the top there shall be a 5" x 3" weathered capping as shown.

VENTILATORS In the side walls shall be formed with neatly made picked red pine hoppers with 1 1/2" scotia mitred round front to form a frame. The top shall be hinged back to open back against wall as shown. These <sup>hoppers</sup> shall be closely fitted against wall.

PLUMBING.

The whole of the roof shall be covered with black edged roofing felt well lapped and on that shall be laid No. 26 gauge galv. corrugated iron or "Orb" or "Adams-Mars" brand laid with a lap of two corrugations at sides and of 6" at ends. It shall be fixed with reference to the prevailing winds, lead headed nails being used and so distributed as to give three rows of nailings to each sheet of iron.

THE RIDGING shall be 18" moulded with lead casing secured to it. TO THE EAVES OF ROOF OF CHANCEL shall be fixed strong cast iron 5" B.S. half-round spouting.

ALL FLASHING shall be No. 11 Zinc and trays being placed under all window sills and everything being done to make the building watertight.

RAILWAY PIPES to each side of the building shall be 3" cast iron with shoes complete and shall convey water to S.W. drain in street.

GUTTERS: The gutters shall be lined with 6lb. lead, and shall be provided with a proper fall to the respective down-pipes and outlets. A 5 lb. flashing shall be dressed over the junction of gutters with walls, their overlap being sufficient in all cases to ensure the walls being kept perfectly dry. This flashing shall be plugged with lead into the mortar joints of the wall and the joints shall be properly pointed. Drips shall not be further apart than 10 feet. E. Cesspools shall be formed at all gutter outlets, and their mouths protected by gratings.

OVERFLOWS (three each side) shall be of 1 1/2" diameter lead pipe leading from the gutters.

WATER SUPPLY Through 1/2" pipes water shall be laid on to the from the Corporation mains to the Sink, W.C. ~~basin~~ Cisterns and Lavatory basin. To the sink and the basin there shall be 1/2" brass taps (tested) to the W.C. cisterns there shall be 1/2" stop and ballcocks.

3/4  
Five Demand

THE W.C. Fans shall be white inside and out and shall be of an approved "wash-down" pattern.. The soil pipes shall be of lead where inside the building and the traps shall be ventilated as required by the bye-laws. The Flaps shall be chosen by the Architect and shall be of the value of 17/6 each. The lavatory basin shall be (without fittings and supports) of the value of 37/6 and shall be chosen by the Architect. This basin shall be supported on ornamental cast iron brackets imported to fit it and the waste shall be of lead and screw trapped.

GAS-FITTER.

From the Company's mains and in accordance with their regulations gas shall be laid on to the points shown. The metre being placed where directed by the Company.

PIPES: In all cases the pipes shall be of iron, and galvanized where possible.

ALL PIPES shall as far as is practicable, be laid so as to be got at in case of repairs but all shall be out of sight as much as possible.

In no cases shall notches be cut out deeper than is absolutely necessary.

All pipes shall run direct as possible and with a line grade and shall fall towards the meter. No sags shall be allowed.

All branch outlet pipes shall be taken from the sides or tops of running lines, never from below, and bracket lines shall always rise and never fall.

Wherever thought necessary drain cocks shall be placed <sup>as</sup> ~~all the~~ directed.

ALL PIPING shall be put together with screw joints and red lead or red and white mixed as also the fittings. No gas-fitters' cement shall on any account be used.

FITTINGS shall be chosen by the Employer and for this purpose the Contractor shall allow the sum of £6 to be spent wherever the Employer thinks fit, in their purchase, any of this sum not spent being deducted from the Contract Price.

The sum of £6 excludes the outside gas lamp which will be provided by the Employer but which shall be fixed by the Contractor.

DRAINAGE.

All the work shall be done in strict accordance with the By-laws and under the instructions of the Corporation Officers.

PIPES shall be first class vitrified <sup>salt</sup> glazed stoneware of spigot and faucet pattern and shall be laid in cement mortar consisting of one part of best Portland cement (approved) to four of well washed sand.

DRAINS shall be 4" and shall be accurately graded and laid on a good solid bed, the joints shall be carefully wiped out on the inside and the inspection chamber, cleaning eyes, Pusher trap, fresh air inlet, terminal vents, gully traps and all other matters shall be in accordance with the City Corporation requirements.

RAIN WATER DRAINS shall be 4" and the sewage drain shall be 4" ~~as far as the inspection chamber and from there to the street sewer it shall be 6".~~

PAINTING.

No painters' materials shall be stored or mixed in the main building and every precaution shall be taken to prevent the flooring and walls from being stained or dirtied.

MATERIALS, if required by the Inspector shall be first opened on the works and in his presence.

WHITE LEAD shall be "Genuine" and of approved brand.

OIL shall be pure linseed and of approved brand.

STOPPING shall be of the best putty and tinted for varnished ~~up~~ or oiled work and shall be done throughout the building after the first coat is on.

THE WHOLE OF THE EXTERIOR wood and metal work excluding the roofing iron shall be painted in approved tints, the metal in two coats and the woodwork in three.

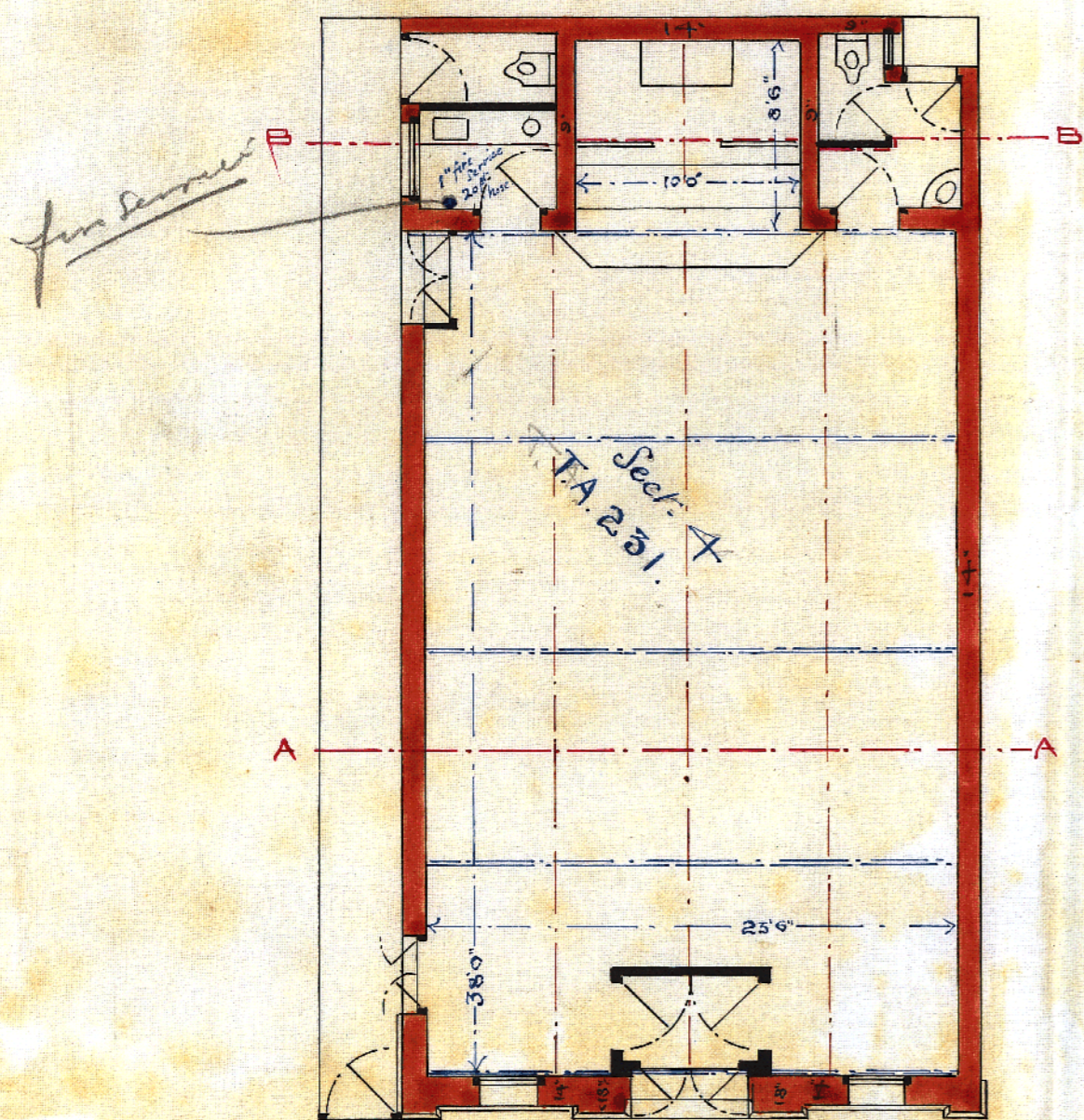
THE CORRUGATED IRON shall receive one good coat of best approved liquid <sup>bright</sup> red English Oxide.

THE WHOLE OF THE INTERIOR WOODWORK (excepting the sarking on roof and the flooring) shall receive one coat of oil well rubbed in and so treated that no sticky or glossy patches remain.

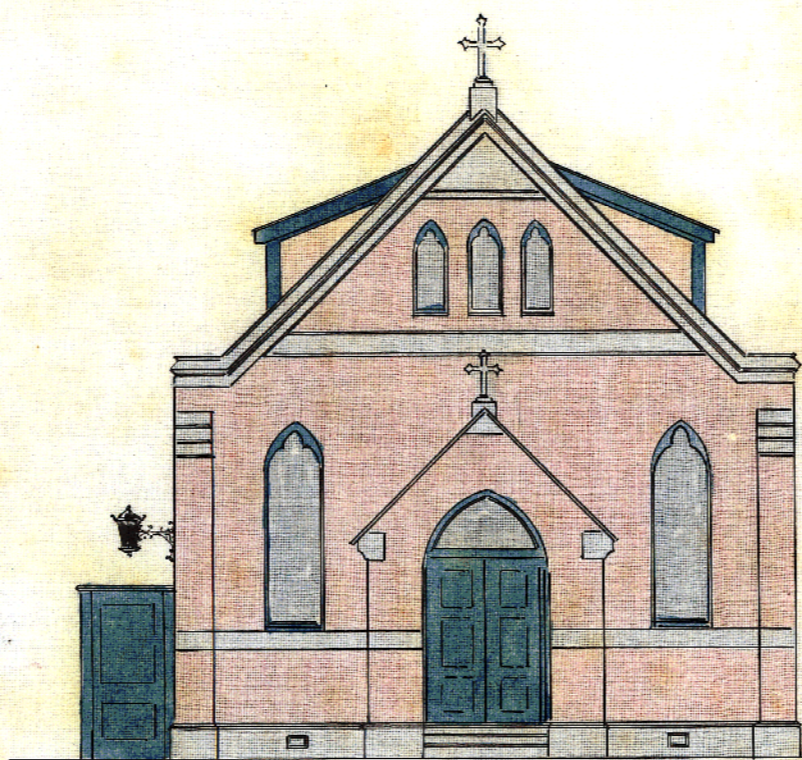
Chinese Mission Room.

Frederick St. Wellington.

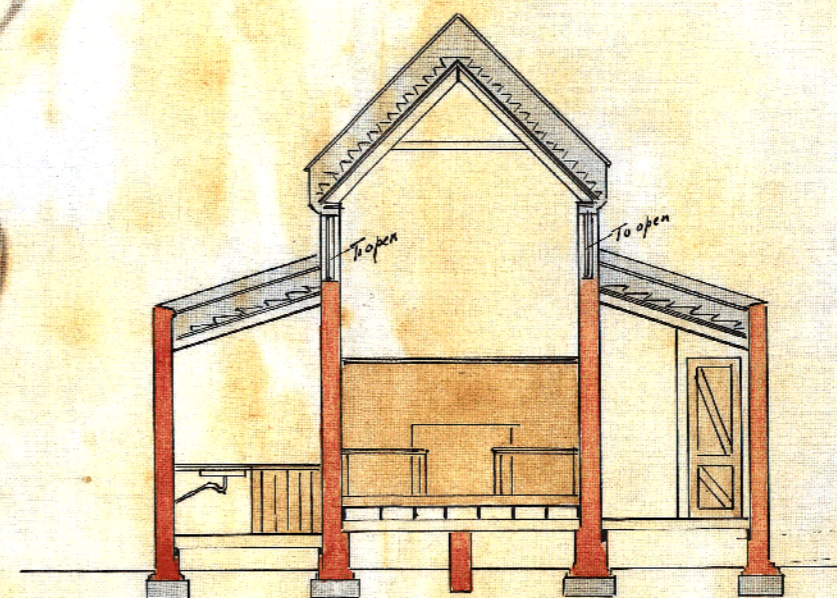
Scale 8 feet to one inch.



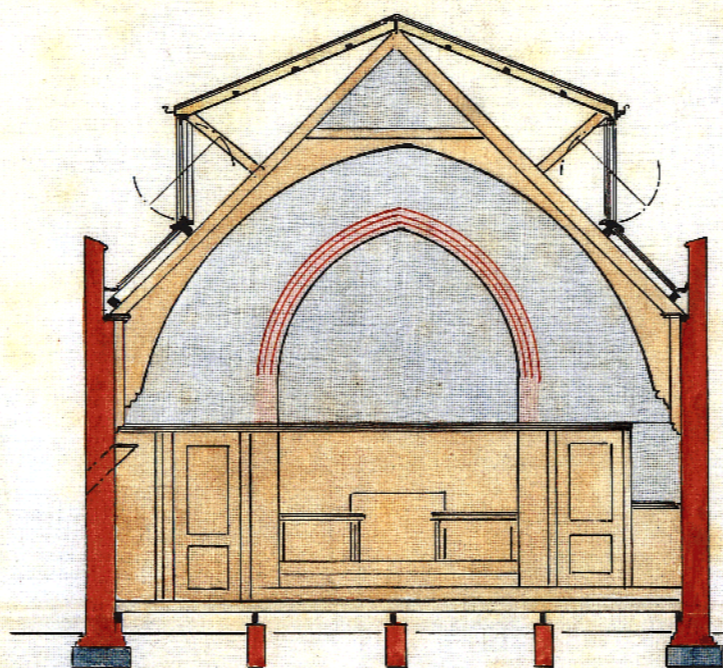
GROUND PLAN



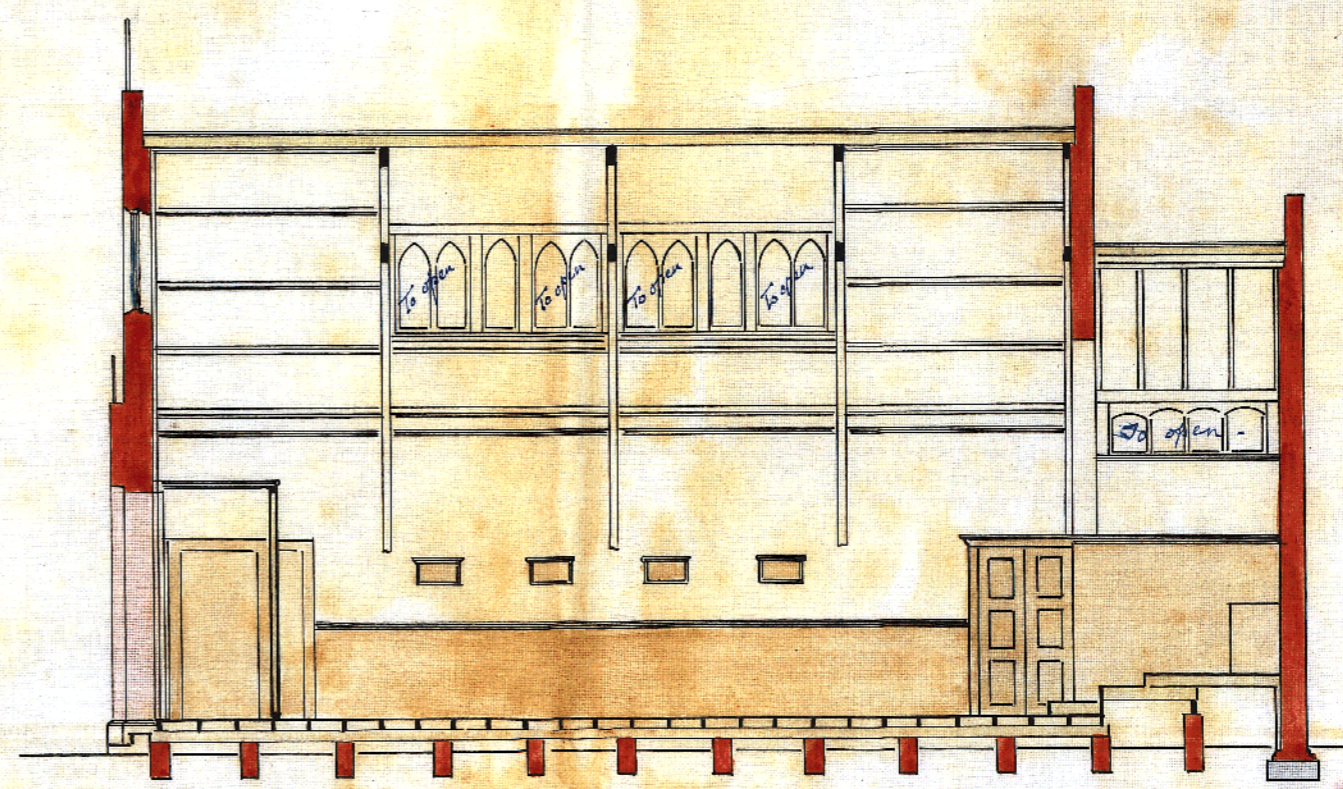
FRONT ELEVATION



CROSS SECTION ON B-B



CROSS SECTION ON A-A



LONGITUDINAL SECTION

*Permit may be issued  
W.D.M.  
24. 11. 05  
Deposit £5. 0. 0*

F. DE J. CLERE, F.R.I.B.A.  
No. 330 Date. 18. 11. 05.  
Del. H.C.  
Comp.

THIS IS TO BE RETURNED TO THE  
OFFICE OF F. DE J. CLERE, F.R.I.B.A.  
WELLINGTON.