[TAF-C-203-5] [00002:3:164]

NO. 164

WAINUI

G.H.BAYLIS

RELEASE OF CLAIM FOR WORK
DONE AT DAM AND
CONTRACT FOR WORK
SPECIFICATION OF WORK

DEED No. 104

Particulars of Instrument

G. H. Baylis
Waimui.

Release of claim.
Contract for work.
Specifications.

Received above Documents.

DATE	OUTWARDS	DATE	INWARDS

W. & T. LTD. C7875

Know all men by these presents that I George Henry Baylis in consideration of the sum of fifty pounds this day paid to me by the Mayor Councillors and citizens of the City of Wellington (the receipt whereof I hereby acknowledge) do hereby release them the said Mayor Councillors & Citizens of and from all claims & demands that I may have against them in respect of the work done by me for them at Wainuiomata in or about the construction of their Waterworks there whether for detention money Deposit Extra works within or without the terms of the Specification for the said works & the Conditions thereto annexed or otherwise howsoever

In Witness whereof I have hereunto set my hand & seal this Eighth day of July 1885

Signed sealed & delivered by the above named George Henry Baylis in the presence of

J. Clapp
City Treasurer
Wellington

G. H. Baylis

Dated 8 July 1885

164a

Hon'ble H. Bayliss
— to —
The Corporation of
Wellington

Release of claims
in respect of work
done at Dam,
Wainui-o-mata.

—

T. F. Quartley
City Solicitor

KNOW ALL MEN BY THESE PRESENTS *that We* George Henry Bayliss, Contractor of the City of Wellington in the Province of Wellington, and Colony of New Zealand *(hereinafter called the "obligor ")*, *and* John Robertson, Ironfounder and George Robert Young, Grocer, both of the City of Wellington as aforesaid

(hereinafter called the "sureties"), are jointly and severally held and firmly bound, to the Mayor, Councillors and Burgesses of the City of Wellington, incorporated under the provisions of "The Municipal Corporation Act, 1876" ~~and "The Municipal Corporations Act Amendment Act, 1868,"~~ hereinafter called the Corporation and their Successors in the sum of Five Hundred Pounds Sterling *to be paid to the Corporation their Successors or assigns, which payment to be well and truly made, we bind ourselves jointly, and each of us for himself severally and respectively, our and each and every of our heirs, executors, and administrators, firmly by these presents, Sealed with our Seals and dated this* Seventeenth *day of* March *in the year of our Lord one thousand eight hundred and ~~seventy~~* eighty three

WHEREAS by tender or paper writing signed by the above-named obligor , dated the Fifteenth day of March 1883 , the said obligor did offer or tender to construct, completely finish, and maintain for the Corporation

A Dam and Face Wall at the Reservoir Lake at Wainui-o-mata for the sums named in the Tender and Schedule hereto annexed

according to the terms expressed in an advertisement inviting tenders dated the Second .day of March 1883 , signed by Charles C. Graham as Town Clerk and published in the "Evening Post" Newspaper at Wellington aforesaid, on the Second day of March in the year aforesaid, and upon, subject, and according to, the general conditions, specification, plans, and drawings mentioned or referred to in the said advertisement, which said advertisement, tender, general conditions, specifications, plans, and drawings are hereunto annexed: And whereas the said tender of the said obligor has been accepted by the Corporation, by letter addressed to him the said obligor , and a copy whereof is also hereunto annexed: And whereas for the purpose of securing the due performance and observance by the said obligor , of the agreements contained and implied in the said advertisement, and tender, and acceptance thereof, and the said general conditions, specifications, drawings and plans hereinbefore mentioned, the said obligor hath agreed to enter into and execute these presents, and hath requested the said sureties, for the purposes aforesaid, to join with him therein, which they have agreed to do:

Now the condition of the above-written bond or obligation is such, that if the above-bounden obligor shall within the time limited and agreed to in that behalf construct, erect, completely finish and maintain the said several works hereinbefore mentioned, upon, subject, and according to the terms, stipulations, and conditions mentioned, referred to, or implied in the said agreements, and shall in all other respects duly observe, perform, fulfil and keep the terms, stipulations, and conditions mentioned, referred to, or implied in the said agreement, and on the part of the said obligor to be observed, performed, fulfilled and kept, then the above-written bond or obligation to be void and of no effect, otherwise to be and remain in full force and virtue.

Signed, sealed, and delivered by the said

Geo. H. Bayliss

John Robertson

Geo. R. Young

in the presence of

Geo. Atkins
City Surveyors Office
17/3/83

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G. A. Bayliss

accepted tender 16 March
5 mos 16 August
2 " Extn 16 October

44.00
10.31

Dec.
231. Consent Meeting 16 Aug 83 — One month Extension
250. " 27 Sep " one month more

CITY ENGINEER'S DEPARTMENT,

WELLINGTON.

SPECIFICATION

FOR

Construction of the
dam at Waimuna-o-mata

Feb 26th

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WELLINGTON CITY COUNCIL

SUPREMA A SITU

Form of Tender.

(Date) March 15th 1883

To the Mayor and Councillors of the City of Wellington.

GENTLEMEN,

I hereby engage to execute all the work required in Piano Contract

Wainui o mata Water Work

finding all tools, plant, labour, and material, and to complete the same according to the plans and specifications of the Engineer, and to his satisfaction, within the time specified, for the sum of £ 3991 - 0 - 0

Three Thousand nine hundred and ninety one pounds sty

As per Schedule attached

and I herewith enclose the sum of £ 50 - 0 - 0 *by way of deposit, as required by clause thirteen of the General Conditions*

And in default of my completing the Work in the time specified, I hereby agree to forfeit the sum of £ *per week for every week beyond that time during which the Work shall remain unfinished; the amount thus forfeited to be deducted from the balance or amount (if any) due to me at the time of final payment, as and for liquidated damages.*

I propose David Robertson Iron Founder W

George Robert young Willis Street

Accepted

D. E. Pah

as Sureties for the due fulfilment of the above

16/3/83.

(Signature) S H Baylis & Co

Witness to Signature—

Schedule of Quantities and Prices

Dam Contract Waiinu. O. Malta

Description of Work	Item	Quantities	Prices	amount £	S	D
Concrete Front-Walls	C. Yds	640				
Back		110				
Lining over Rocks		80				
Facing of Slope		442	32/-	2.035	"	"
Boulders grouted between and at back of second Wall and between Ive Wall		1420	9/-	639	"	"
Boulders pitching in face of Slope 2ft thick	Sup. yds	1322	9/-	594	"	"
Excavation	C. Yds	2195	2/2¾	244	"	"
Filling		8242	1/5	229	"	"
Rendering	Sup. yds.	50	4/-	10	"	"
Timber fixed	ft	2500	2/-/-	50	"	"
Iron	lbs	1129	-/6	30	"	"
Constructing of Temporary Dam	"	"		100	"	"
Overseers Wages 10 days			10/-	60	"	"
Total Amount Lump Sum Tender				£3991	"	"
Face Wall For all Work per c. yds	C. Yds		36/3 ~~45/-~~			

Geo. H. Bayliss
John Robertson
Geo. J. Young

Waimui-o-mata Water Supply

Specification for construction of the dam at Waimui-o-mata

The work will consist in performing all excavations -, concrete work, rock filling stone pitching etc to construct the dam according to plans & specification

The position of the proposed dam is shewn on Sheet No 1 of the accompanying plans; likewise the tunnel for the conveyance of the river during the construction of the dam, to turn the water into which the contractor will have to throw a temporary dam across the river & cut an inlet as shewn on dotted red line

The whole of the work herein specified and shewn on plan to be tendered for at a lump sum with the exception of the face wall from the entrance to ~~the tail race~~ Jordans Tunnel S.W. to the front wall of the dam which is to be tendered for at so much a cubic yard which shall include excavation & filling in behind the wall as well as the concrete work; Contractors must also fill in the accompanying schedule of prices for the various items of the work, at which schedule rates any additions to or deductions from the work shewn on plan or described in this specification must be settled; such schedule prices to be those at which the

Geo Hanson
John Robertson
Wm D. Harvey

whole work is tendered for

Materials used in the work to be of the following description —

Cement to be portland cement of approved brand capable of withstanding a tensile strain of at least 400 lbs to the square inch

Timber to be heart of black birch, sound free from knots shakes or any imperfection

Bolts & nuts to be screwed with clean thread - the nuts to be square 2½ times the diameter of the bolt & the same thickness as the diameter

Shingle for concrete to be composed of three parts of river washed sand and two parts of stone broken to a 2½ inch gauge

Cement mortar for grouting the pitched face of the slope to consist of 3 parts of clean sharp sand to 1 part of cement for all other work 4 parts of sand to 1 of cement

Rendering 2 parts of sand to 1 of cement

Concrete to be composed of 5 parts of shingle to one of cement ; the materials to be well incorporated together by being thoroughly turned over twice in a dry state and once after the water has been added, to be deposited in the work in layers not exceeding one foot in thickness & to be well rammed ; no concrete or mortar to be prepared or put into the work without the presence of an Inspector & no framing to be taken down without his permission

Geo. H. Evans
C.E.
per D. Young

The foundations for the front and toe walls to be carried down below the Solid rock as shewn on plan & the walls constructed in accordance with detail drawings.
The chambers between front & toe walls and also for a distance of 5 feet back from the second front wall to be also excavated to the solid rock & filled with boulders well grouted ; the work to be ~~carried up~~ levelled off every foot & grouted ; the spaces between and behind the front walls to have the rock covered with concrete one foot in thickness and carried up to the height shewn on plan ; the grouting to be thoroughly well done and all spaces filled with the mortar ; the trenches to be kept entirely free from water & the foundations to be approved of by the City Surveyor before Concreting
The back to be constructed entirely of rock and river boulders, the face levelled off to the grade shewn on plan and pitched two feet thick with river boulders each stone to be at least one foot through from each face, each layer to be grouted together separately, the lower layer bedded on concrete one foot in thickness ; the stones to be ~~sh~~ selected with as square faces as possible so as to lie closely together and all spaces to be well filled with mortar

Geo G Massey
S.A.R.

All exposed surfaces of concrete work to be rendered in a neat and workmanlike manner

The facewall to be constructed of concrete, its approximate position is shewn by red lines on plan & its probable height & thickness on section and detail drawings the face for a distance of 6 feet from the top likewise the coping to be rendered

The whole of the works herein specified or shewn on plan to be completed to the entire satisfaction of the City Surveyor in 5 (five) Mnths. months from the acceptance of the tender & the work maintained for two calendar months after completion

The wages of an Inspector at the rate of 10/- per day will be deducted from the contract price for the whole time the Contract is in progress

The cutting to the Tunnel for the new diversion to be made 6 feet wide at the bottom & the sides battered back 1 to 1 and all the excavated material thrown back against the face walls & battered as directed

One centrifugal pump and one portable engine will be lent to the Contractor should he require them; they will be delivered to the Contractor at Corporation Yard Clyde Quay & must be returned in the same order and condition as they were before the Contractor received them

CONDITIONS OF CONTRACT.

1. The contractor shall execute the whole of the work according in every respect to the drawings and the true meaning and intent of this Specification, in the most substantial and workmanlike manner, with the best materials of their respective kinds, and to the entire satisfaction of the City Engineer for the time being.

2. Should any material or workmanship of an inferior or different character to that described be discovered by the Engineer, or other person whose duty it may be to inspect the work, the contractor shall immediately remove the same upon being ordered to do so, and at once replace the same with proper material, and no material which has been previously condemned shall be used in any portions of the works.

3. All scaffolding, tools, and other materials necessary for the due completion of the work shall be provided by the contractor.

4. The Engineer shall be sole judge in all matters or questions arising out of this contract, and of quality of material, or workmanship, meaning of specification, rate of progress, and general management of work.

5. Should there be any variance between the drawings and specifications, or anything omitted therefrom, but which the Engineer may deem necessary for the due execution or the stability of the works, the contractor shall be held to have calculated for the work being done in the best possible manner, and shall so perform the same. The contractor, in estimating, shall include everything usually appertaining to the different works, although each minute article or work may not be distinctly specified, but which, in the opinion of the Engineer, may be necessary for the thorough stability and completion of the work.

6. All pre-paid work or material brought upon the ground for use therein is to be considered the property of the City Corporation as soon as it has been passed by the Engineer, and the contractor shall not take away such work or material without the written authority of the Engineer, the material and tools to remain at the risk of the contractor.

7. The contractor will be held responsible for any injury that may befall the work during its progress, as also during any time for which he may have contracted to maintain it; and will also be held responsible for all materials for which he may have received an advance.

8. Should the Engineer in charge think proper to make any alteration, additions, or omissions from the work contracted for, or the finishing thereof, such shall not vitiate the contract, but the value of the same shall be ascertained and added to or deducted from the amount of the contract, as the case may be. No extra work shall under any circumstances be allowed for, unless a written order for the same shall be given to the contractor by the Engineer, and the contractor's estimate of cost or deduction sent in and approved previous to the commencement of such work.

9. Should the contractor not proceed with sufficient expedition in the performance of the works, or not execute the same in compliance with the terms of specification or drawings, it shall be in the power of the Engineer, on behalf of the Corporation, to take the works wholly, or in parts, out of the hands of the contractor, and to complete the same, or any part of them, at the sole charge of the contractor or his sureties.

10. The Engineer may order the discharge of any workman for incompetency, misconduct or other reasonable cause, and such order shall forthwith be carried out by the contractor.

11. The whole of the works are to be completed to the full and entire satisfaction of the Engineer in ~~5~~ five months from the acceptance of the tender. Should the contractor neglect or fail to complete his contract by the time specified, he shall pay to the City Corporation the sum of £5 per day as liquidated damages for each and every day beyond the time specified until the whole is completed, and a certificate to that effect shall be given by the Engineer to the contractor, and this money may be deducted from any moneys due, or that may become due, to the contractor from the Corporation on account of the contract.

12. The lowest or any tender will not necessarily be accepted. All persons tendering will be required to send in with their tenders the names of two approved sureties who will be willing to enter into a bond in the sum of £500 for the satisfactory completion of the contract. All persons tendering shall also send in with their tenders an initialed cheque for the sum of £50 as a guarantee of good faith; the same to be returned upon the satisfactory completion of the work.

13. The money required to be paid to the contractor for the execution and completion of the above-described works shall be paid at such times and in such proportions as the Engineer shall direct 20 per cent ~~twenty per cent~~ at least of the value of the work done and material deposited on the site of the works and appproved and passed by the Engineer, shall remain in the hands of the Corporation until the whole work is satisfactorily completed, and a certificate shall have been given by the Engineer to the contractor containing his approval of the work.

14. The contractor is at his own expense to do all things required to be done by the Council under the provisions of section 212 of "The Municipal Corporations Act 1876," and under the provisions of any other section of that Act, or of any Act amending the same, which may be requisite for preventing accident, injury, or damage in like manner to all intents and purposes as the Council itself is bound to do in the same, and the contractor is to be responsible to the Council for and indemnify them against any loss, damage, or cost which may be incurred or sustained by the Council by reason of any neglect on the part of the contractor to comply with or perform this condition.

15. The word "Engineer" in these conditions shall mean the Engineer or Surveyor for the time being employed by the Corporation of the City of Wellington.

16. The contractor shall not sublet 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 ~~Minister~~ Council. And notwithstanding any assignment, made without such consent, of all or any part of the moneys payable or to become payable under the contract, the payment of the same when due to the contractor personally, shall to all intents and purposes be a good and sufficient payment of the same, so as to discharge the Corporation from liability in respect thereof, and that whether or not notice of any such assignment shall have been given to the Council, by or on behalf of the assignee.

17. 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 Colony 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, or 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 Council, without any 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 City Surveyor under this contract, in respect of any such breach as aforesaid or otherwise howsoever. And the City Surveyor shall be the sole judge of the fact whether a breach of this clause has or has not been committed.

18. If the contractor shall become bankrupt, or shall die before the final completion of the contract, then it shall be lawful for the Council, summarily, and of their 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 assignees or trustees of his estate, and to carry them on at his option, either in the manner and subject to the conditions provided in subclause (A.), or in the manner and subject to the conditions provided in subclause (B).

Provided that in the application of the said subclauses (A.) and (B.) under this present clause, the word "Contractor" shall include the contractor's administrators or executors, or the 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.

(A.) The Council may, on giving written notice to the contractor of their intention so to do, take the work out of the contractor's hands, and carry it on under the direction of the City Surveyor.

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; 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 materials, 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 Council, 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 11 hereof, then the contractor, his executors or administrators, shall be bound to pay to the Council, the surplus expenditure above such balance and other sums as aforesaid. But if, on the other hand, the works shall be complete within the contract price, after paying for damages, if any, incurred by non-completion of the works within the contract time, as provided in clause 11 hereof, then there shall be paid to the contractor, his executors, administrators, or assigns, such balance as may be ascertained by the City Surveyor to be due to him or to them, including the deposit money and percentages or retention moneys, if any, but without any interest thereon; and the City Surveyor may grant authority to the contractor or his representatives for the removal of all surplus materials, 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 materials, 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 Council shall not be in any way liable for any loss, diminution, wear and tear, or injury such materials, 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 Council of the power herein given to take the work out of the contractor's hands, and to carry it on under the direction of the City Surveyor, shall not debar the Council from afterwards exercising the powers given in subclause (B.) of this present clause 18.

(B.) Or the Council may, on giving written notice to the contractor of their intention so to do, 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 they 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 subclause (B).

In which case it is hereby declared that the materials, plant, and machinery, if any, which may be in, near, or upon the works, for the purpose of being employed in or about the same, shall remain the absolute property of the Council; and the said materials, 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 City Surveyor, should he 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 he 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 materials, 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 Council 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 sum as aforesaid.

It is further provided that, if the City Surveyor 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 Council shall, when they re-let the works to the second contractor, give such extension of time for their completion as the City Surveyor shall decide to be necessary; and the contractor shall then pay to the Council a sum of money equal to the damages which would have been incurred, calculated as provided in clause 11 hereof, for a 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.

Geo. W. Sanders

John Robertson

Geo. T. Young

16. March 1883

1614 B

J. H. Bayles
— ark —
Corpaahan

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Specifications,
Tender, Conditions
& Form Contracts
& Plans, Working
- &c - Quantities

Agreement made the 2nd day of August
one thousand eight hundred and eighty four
Between William Bayly of Wellington Contractor
(hereinafter called the "contractor") of the one part
and The Mayor Councillors and Citizens of the
City of Wellington a Corporation constituted
under "The Municipal Corporations Act 1876" (hereinafter called the Corporation) of the other part
Whereas the Corporation invited tenders for
the ~~supply of~~ formation etc. of Russell Terrace and
part of Wari Pori Street
as hereinafter mentioned or referred to and have agreed
to accept the tender of the Contractor And the Contractor
has paid pro to deposit the sum of £25
Now it is hereby agreed that the Contractor
shall ~~supply the~~ execute the works
and do the things specified in the tender and specifications
and drawings
hereunto annexed at the prices mentioned in and according
to the true intent and meaning of the said tender and
specification and generally shall perform and observe
paid & the conditions also hereunto annexed
all the stipulations on his part therein respectively
contained And the Corporation shall pay to the
Contractor all moneys becoming payable to him
under this Contract and generally shall perform
and observe all stipulations on its part contained
in the said tender and specification And may
and conditions
respectively all powers given to it by the said
specification and conditions
In witness whereof these presents have been
signed by the Contractor and by two members
of the Wellington City Council on behalf of and by
direction of such Council the day and year first
above written
Signed by the above named
William Bayly
in the presence of J. E. Page
City Treasurer
Wellington

W Bayly
Contractor

Signed by Samuel Danks and
John M. Richardson two members
of the Wellington City Council in the
presence of
J. E. Page
City Treasurer
Wellington

on behalf of the Wellington City Council

Samuel Danks Mayor
John M. Richardson Councillors
Members of the said Council

Schedule price for
Bucks Main and pipes

		Per Chain
2 pt	Brick Chain	£40 - 0 - 0
15	pipes	11 - 0 - 0
12	pipes	7 - 0 - 0
9	pipes	5 - 0 - 0

Initials of Contractor & two members of Council

W. B.

J. D. [illegible]

To the Mayor & Councillors of the Wellington July 26 1884

I bid to do all work required in the Russell Terrace and Ware now street Contract for the sum of Eight hundred and forty nine pounds ten shillings only
£849-10-0 —

I enclose cheque for £25-0-0

I propose Mr J. Robertson Stonemason Lambton Quay
Mr. W. F Richards. Builder Adelaide Road
as sureties

W. Baylis
Russell Terrace
new town

This and the annexed half sheet of paper initialled by us are the Tender referred to in the annexed Contract dated 5 August 1884 between Wm Baylis & the Mayor &c of Wton

W Baylis
Samuel Parnell

Contractor
2 members of the Council

24/62

31-7-24

T. V. Bayles

Tender for formation of
Ware Pois &c. &c.

This is the Specification (contained in this and the three following sheets) referred to in the annexed Contract dated 5th Feb 1880 between Wm Baylis the Corporation. W Baylis Contractor
James Dawkins
M Richardson } 2 members of the Council

Wellington City Council.

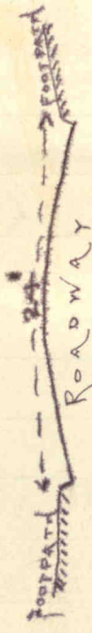
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Specification of Work required to be done and materials to be used in the Formation &c. of Russell Terrace and part of Wairoa Road Street.

This contract will comprise the formation of roadway and footpaths, the metalling of roadway and gravelling of footpaths. the construction of a 2 ft. brick barrel culvert and the laying down of various sized pipe drains, the Contractor providing all tools, labor and materials necessary for the whole work which must be carried out to the entire satisfaction of the City Surveyor.

Russell Terrace

The work referred to commences at the junction of Russell Terrace with Riddiford Street at a peg marked 40 and terminates at a peg marked 0 near side line (North) of Lorand St. being a distance of about 40 chains as shewn on the accompanying plan Sections, pegs have been driven in at every chain but the persons proposing to tender had better visit the ground and judge for themselves the nature and extent of the work. The depths of cutting and filling on the centre line of the street are given in feet and decimals the cuttings being shewn in Red and fillings in Blue; the red line on section is the finished surface of the street when metalled so that the Contractor must make allowance for depth of metal when staking out the work.



In cuttings & fillings the cross section of the street shall be formed as shewn in margin the centre being 8" higher than water tables, footpaths shall be formed on both sides with inclination of 3" towards water tables and in cuttings, catchwater drains 6" wide and 4" deep shall be cut on the inside edge of footpaths with proper outfalls to water tables; the batter of cuttings shall be 6" horizontal to 1 foot perpendicular and in embankments 18" horizontal to 1 foot perpendicular.

Drains

Drains of various sizes will be required at various points along the formation, Contractors must therefore schedule a price per chain at which they will construct, or lay down, the undermentioned sized brick, or pipe, drains such prices to include the provision of everything necessary to complete the work in a satisfactory manner.

24" internal dia. Brick Culverts at per ch^n (9" brickwork)
15" " Earthenware Pipes " "
12" " " " " "
9" " " " " "

The whole of the drains must be laid on a solid and approved foundation and to the grades given; those at pegs 1 and 11 may be laid before the filling is commenced, but the remainder must be put down at such periods as may be directed by the City Surveyor, as a certain amount of filling in will be required to obtain the necessary level for the pipes and time must be allowed for proper settlement of this filling before the pipes are laid and on no account must any pipes be laid until the foundation has been approved and none covered over until the laying & jointing have been inspected and passed, all joints to be made with cement mortar in the proportion of ½ of sand to 1 of cement. Bricks shall be sound hard and well burnt, jointed with mortar as above no joint to be larger than ¼" and all to be dressed off clean. Pipes to be straight sound and well burned, to be evenly laid to approved grades and to be well jointed all round the collars, care being taken that none of the mortar works inside, or that it is cleaned out before setting, as the next pipe is laid, and the water way left entirely free from obstruction of any kind.

Metalling

The metal shall be the best obtainable from the Stanley Street Quarry, it must be broken to a size not larger than 2½" gauge and shall be evenly spread over the entire surface of roadway to a depth of 6 inches; the Contractor must leave the portion of Stanley St. into the Quarry in as good condition as it was when he began carting metal over it.

Gravelling

In cuttings the footpaths shall be gravelled the full width and on banks to a width of 9 feet to a depth of 3 inches with good clean approved gravel to be evenly spread and any stones larger than 3/4" to be carefully raked off.

Main Poin Street

The work commences at the West side line of Russell Terrace and terminates at end of present formation being a length of about 4 chains as shewn on section.

The red line on section shows the finished surface and allowance on the depths figured must be made for metal, the formation on cross section will be the same as for Russell Terrace, the batters being similar, as also formation of footpaths and metalling and gravelling same and roadway.

Surplus earth

Should there be more earth ~~on these~~ from the cuttings on these streets than is required for the embankments the surplus shall be carted to that portion of the Reserve in the angle between Russell Terrace and Mansfield Streets, it shall be there spread to such depths and grades and generally in such manner as may be directed by the City Surveyor to whose satisfaction and approval the whole work shall be subject.

W.B.

With the exception of the schedule rates for drains, tenders shall be a lump sum for the whole of the works described herein or shewn on drawings, the contractor undertaking to complete the said works within 14 calendar months from the date of signing the contract, which must be within seven (7) days from date of acceptance of Tender.

The penalty for non-completion of the contract within

the time named shall be £1. per day for each and every day by which such time is exceeded, such sum to be deducted from any moneys in the hands of, or due to the Contractor by, the City Council on acct. of this Contract.

Each tender must be accompanied by a deposit (marked cheque or cash) for £25, also by the names of two approved sureties who will enter into a joint and several Bond for the due performance of the Contract, and failing the completion of such Bond by the sureties within seven days from acceptance of tender by the City Council the said deposit to become forfeit to the Council. The amount of the Bond to be for £500.

The Contractor will be required to maintain the whole of the works for a period of six (6) weeks after the date of completion and ~~shall~~ during such maintenance must remove all slips & make good any subsidences of embankments and at termination thereof hand over the whole of the works in good order and condition and to the satisfaction of the City Surveyor.

Payments will be made if required, fortnightly as nearly as may be, at the rate of 90% on the amount certified to by the City Surveyor as the value of work done, a further 10% on the completion of the Contract and the remaining 10% together with the deposit moneys on the expiration of the term of maintenance.

W. Bayliss . . . Contractor

Wm. M. Richardson
Samuel Davies
. . . . . } Sureties of the W. F. C.

These are the conditions (contained in this and three
two sheets) referred to in the annexed contract dated 5/81. day
between Wm Bayles of the one part and
W. Bayles . . . Contractor

CONDITIONS OF CONTRACT.

Jamil Digues } Members
Wm McPherson } of the Council

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1. The contractor shall execute the whole of the work according in every respect to the drawings and the true meaning and intent of this Specification, in the most substantial and workmanlike manner, with the best materials of their respective kinds, and to the entire satisfaction of the City Engineer for the time being.

2. Should any material or workmanship of an inferior or different character to that described be discovered by the Engineer, or other person whose duty it may be to inspect the work, the contractor shall immediately remove the same upon being ordered to do so, and at once replace the same with proper material, and no material which has been previously condemned shall be used in any portions of the works.

3. All scaffolding, tools, and other materials necessary for the due completion of the work shall be provided by the contractor.

4. The Engineer shall be sole judge in all matters or questions arising out of this contract, and of quality of material, or workmanship, meaning of specification, rate of progress, and general management of work.

5. Should there be any variance between the drawings and specifications, or anything omitted therefrom, but which the Engineer may deem necessary for the due execution or the stability of the works, the contractor shall be held to have calculated for the work being done in the best possible manner, and shall so perform the same. The contractor, in estimating, shall include everything usually appertaining to the different works, although each minute article or work may not be distinctly specified, but which, in the opinion of the Engineer, may be necessary for the thorough stability and completion of the work.

6. All pre-paid work or material brought upon the ground for use therein is to be considered the property of the City Corporation as soon as it has been passed by the Engineer, and the contractor shall not take away such work or material without the written authority of the Engineer, the material and tools to remain at the risk of the contractor.

7. The contractor will be held responsible for any injury that may befall the work during its progress, as also during any time for which he may have contracted to maintain it; and will also be held responsible for all materials for which he may have received an advance.

8. Should the Engineer in charge think proper to make any alteration, additions, or omissions from the work contracted for, or the finishing thereof, such shall not vitiate the contract, but the value of the same shall be ascertained and added to or deducted from the amount of the contract, as the case may be. No extra work shall under any circumstances be allowed for, unless a written order for the same shall be given to the contractor by the Engineer, and the contractor's estimate of cost or deduction sent in and approved previous to the commencement of such work.

9. Should the contractor not proceed with sufficient expedition in the performance of the works, or not execute the same in compliance with the terms of specification or drawings, it shall be in the power of the Engineer, on behalf of the Corporation, to take the works wholly, or in parts, out of the hands of the contractor, and to complete the same, or any part of them, at the sole charge of the contractor or his sureties.

10. The Engineer may order the discharge of any workman for incompetency, misconduct or other reasonable cause, and such order shall forthwith be carried out by the contractor.

11. The whole of the works are to be completed to the full and entire satisfaction of the Engineer in see Specification from the acceptance of the tender. Should the contractor neglect or fail to complete his contract by the time specified, he shall pay to the Corporation the sum of see Specification per day as liquidated damages for each and every day beyond the time specified until the whole is completed, and a certificate to that effect shall be given by the Engineer to the contractor, and this money may be deducted from any moneys due, or that may become due, to the contractor from the Corporation on account of the contract.

12. The lowest or any tender will not necessarily be accepted. All persons tendering will be required to send in with their tenders the names of two approved sureties who will be willing to enter into a bond in the sum of see Specification for the satisfactory completion of the contract. All persons tendering shall also send in with their tenders an initialed cheque for the sum of see Specification as a guarantee of good faith; the same to be returned upon the satisfactory completion of the work.

13. The money required to be paid to the contractor for the execution and completion of the above-described works shall be paid at such times and in such proportions as the Engineer shall direct see Specification at least of the value of the work done and material deposited on the site of the works and appproved and passed by the Engineer, shall remain in the hands of the Corporation until the whole work is satisfactorily completed, and a certificate shall have been given by the Engineer to the contractor containing his approval of the work.

14. The contractor is at his own expense to do all things required to be done by the Council under the provisions of section 212 of "The Municipal Corporations Act 1876," and under the provisions of any other section of that Act, or of any Act amending the same, which may be requisite for preventing accident, injury, or damage in like manner to all intents and purposes as the Council itself is bound to do in the same, and the contractor is to be responsible to the Council for and indemnify them against any loss, damage, or cost which may be incurred or sustained by the Council by reason of any neglect on the part of the contractor to comply with or perform this condition.

15. The word "Engineer" in these conditions shall mean the Engineer or Surveyor for the time being employed by the Corporation of the City of Wellington.

16. The contractor shall not sublet 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 ~~Minister~~ City Council. And notwithstanding any assignment, made without such consent, of all or any part of the moneys payable or to become payable under the contract, the payment of the same when due to the contractor personally, shall to all intents and purposes be a good and sufficient payment of the same, so as to discharge the Corporation from liability in respect thereof, and that whether or not notice of any such assignment shall have been given to the Council, by or on behalf of the assignee.

17. 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 Colony 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, or 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 Council, without any 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 City Surveyor under this contract, in respect of any such breach as aforesaid or otherwise howsoever. And the City Surveyor shall be the sole judge of the fact whether a breach of this clause has or has not been committed.

18. If the contractor shall become bankrupt, or shall die before the final completion of the contract, or shall in the opinion of the Engineer commit any wilful breach of the contract, then it shall be lawful for the Council, summarily, and of their 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 assignees or trustees of his estate, and to carry them on at his option, either in the manner and subject to the conditions provided in subclause (A.), or in the manner and subject to the conditions provided in subclause (B).

Provided that in the application of the said subclauses (A.) and (B.) under this present clause, the word "Contractor" shall include the contractor's administrators or executors, or the 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.

(A.) The Council may, on giving written notice to the contractor of their intention so to do, take the work out of the contractor's hands, and carry it on under the direction of the City Surveyor.

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; 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 materials, 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 Council, 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 11 hereof, then the contractor, his executors or administrators, shall be bound to pay to the Council, the surplus expenditure above such balance and other sums as aforesaid. But if, on the other hand, the works shall be complete within the contract price, after paying for damages, if any, incurred by non-completion of the works within the contract time, as provided in clause 11 hereof, then there shall be paid to the contractor, his executors, administrators, or assigns, such balance as may be ascertained by the City Surveyor to be due to him or to them, including the deposit money and percentages or retention moneys, if any, but without any interest thereon; and the City Surveyor may grant authority to the contractor or his representatives for the removal of all surplus materials, 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 materials, 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 Council shall not be in any way liable for any loss, diminution, wear and tear, or injury such materials, 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 Council of the power herein given to take the work out of the contractor's hands, and to carry it on under the direction of the City Surveyor, shall not debar the Council from afterwards exercising the powers given in subclause (B.) of this present clause 18.

(B.) Or the Council may, on giving written notice to the contractor of their intention so to do, 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 he 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 subclause (B).

In which case it is hereby declared that the materials, plant, and machinery, if any, which may be in, near, or upon the works, for the purpose of being employed in or about the same, shall remain the absolute property of the Council; and the said materials, 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 City Surveyor, should he 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 he 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 materials, 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 Council 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 sum as aforesaid.

It is further provided that, if the City Surveyor 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 Council shall, when he re-lets the works to the second contractor, give such extension of time for their completion as the City Surveyor shall decide to be necessary; and the contractor shall then pay to the Council a sum of money equal to the damages which would have been incurred, calculated as provided in clause 11 hereof, for a 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.

W Bayles ..... Contractor

Samuel Danks } Members of
John McPherson } the L.C.C.

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with 2 other deeds

Bayliss Contract

Hamp

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CITY ENGINEER'S DEPARTMENT,

WELLINGTON.

SPECIFICATION

FOR

Formation &c. of Russell Terrace
and part of
Main Pori Street

25/7/ 188/