

628

SPECIFICATION.

Completed

Contract for Two room School

Situated at Telkwa in the Okanogan Electoral District

Contractor Telkwa Lumber Co

Address Telkwa

Contract sum \$ 7,500⁰⁰

Date of completion 15th Sept. 1920

Maintenance period, six months.

*Telkwa Lbr Co:
Per H. S.
S.S.P.*

BC Department of Public Works contracts stating no Chinese or Japanese were to be employed, 1900-1920

- May be released. Provided, however, that such deposit or any portion thereof may be released and repaid to the Contractor by Order in Council if the Lieutenant-Governor in Council is satisfied that the amount retained under clause 28 hereof is sufficient security for the due performance by the Contractor of all the agreements in this contract contained on his part to be performed.
- Repayment of security deposit. 36. Upon the due and faithful performance, observance, and fulfilment by the Contractor of all and every the terms, provisions, covenants, agreements, conditions, and reservations hereinbefore contained, on the part of the Contractor to be observed, performed, and complied with, the Contractor shall be entitled to be repaid or to receive again the money so deposited.
- Forfeit of security. 37. In the event of any breach, default, or non-performance being made or suffered by the Contractor in or in respect of any of the terms or conditions, covenants, provisions, agreements, or restrictions herein contained, which on the part of the said Contractor should be observed, performed, or complied with, the said money so delivered to or deposited with the Minister or by him received in respect thereof shall, by the Contractor, be forfeited absolutely to the Minister.
- Waiver negatived. 38. No condoning, excusing, or overlooking by the Minister, or any person acting on his behalf, on previous occasions, of breaches or defaults similar to that for which any action is taken or power exercised, or forfeiture is claimed or enforced against the Contractor, shall be taken to operate as a waiver of any provision of this contract, nor to defeat or prejudice in any way the right of the Minister hereunder.
- Contractor to investigate before execution of contract. 39. This contract is made and entered into by the Contractor and the Minister on the distinct understanding that the Contractor has, before execution, investigated and satisfied himself of everything and of every condition affecting the works to be executed and the labour and material to be provided, and that the execution of this contract by the Contractor is founded and based upon his own examination, knowledge, information, and judgment, and not upon any statement, representation, or information made or given by, or upon any information derived from any quantities, dimensions tests, specifications, plans, maps, or profiles made, given, or furnished by the Minister, or any of his officers, employees, or agents; and that any such statement, representation, or information, if so made, given, or furnished, was made, given, or furnished merely for the general information of bidders and is not in anywise warranted or guaranteed by or on behalf of the Minister; and that no extra allowance will be made to the Contractor by, and the Contractor will make no claim against, the Minister for any loss or damage sustained in consequence of or by reason of any such statement, representation, or information being incorrect or inaccurate, or on account of unforeseen difficulties of any kind.
- Inconsistency between contract and specifications. 40. In the event of any inconsistency between the provisions of this contract and the provisions of the specifications forming part hereof, the provisions of this contract shall prevail.
- Reference to British born subjects. 41. In the employment of any workmen the Contractor shall, in the carrying out of this Contract give preference to natural-born British subjects.
- Asiatics. 42. The Contractor shall not, directly or indirectly, employ any Asiatic upon, about, or in connection with the works; and in the event of his so doing, the Minister may declare forfeited to His Majesty all moneys due or to accrue due the Contractor.
- Current wages in cash. 43. The Contractor shall pay all persons employed by him upon the works not less than the wages current (at the date of his tender) in the district in which the work is being carried on for competent workmen and labourers; and shall pay such wages in cash, during the progress of the works, on or before the 15th of each calendar month, and all balances on or before the expiration of one calendar month after the completion of the contract.
- When Minister may pay wages. Should the Contractor fail to pay such wages as aforesaid, the Minister may pay the same to such persons and deduct such sum or sums from any moneys due, or to

M. A.
~~SECRET~~