

**OUR ILLUSTRATIONS.**

- ST. PAUL'S CHURCH, WINGHAM, ONT.—MESSRS. STRICKLAND & SYMONS, ARCHITECTS, TORONTO.
- MONTREAL BOARD OF TRADE BUILDING. COMPETITION.—DESIGN SUBMITTED BY J. RAWSON GARDINER, MONTREAL.
- TORONTO ARCHITECTURAL SKETCH CLUB COMPETITION FOR "AN ENTRANCE TO A PARK—DESIGN AWARDED FIRST POSITION, BY "TURNSTILE," (MR. T. A. JOHNSTON).
- STONE MANTEL IN RESIDENCE OF MR. P. LYALL, MONTREAL. JOHN JAMES BROWNE, ARCHITECT.—EXECUTED BY MR. H. BEAUMONT.

**CODE FOR THE REGULATION OF TENDERING.**

The Buffalo Builders' Association Exchange have issued a code for the regulation of tendering for work in architects' offices, and we note that it is reported to have the approval of the Buffalo Chapter of the American Institute of Architects. The following is the code:

Whereas, the manner of receiving bids on work prepared by architects and others has varied, and to make a uniform and fair method of the practice, now therefore, be it resolved, that on and after this date we, the members of the Builders' Association Exchange, decline to submit bids for work unless the following code is used and adopted:

**RELATING TO PROPOSALS AND AWARDS.**

Just and proper methods which should prevail when estimates are solicited from contractors in the building trades.

**PLANS.**

1. Drawings prepared for final or competitive estimates must be sufficient in number and character to represent the proposed work clearly, and shall be to a scale of not less than one-eighth of an inch to the foot (except block plans), and be rendered in ink, or some permanent process, colored, figured, and otherwise marked in such a manner as to clearly show all kinds of material to be used, thickness of walls, etc., in the construction.

**DETAILS.**

2. Proper details must be furnished for work that is not otherwise sufficiently shown.

**SPECIFICATIONS.**

3. Specifications must be in ink. They shall be definite, where the work is not clearly shown by drawings. Every distinctive class of work to be included in the contract must be mentioned and placed under its appropriate heading.

**RESTRICTIONS AS TO SUB-CONTRACTORS.**

4. Contractors must be notified at time of estimate, if they are to be restricted in the employment of sub-contractors.

**NOTICE FOR OPENING BIDS.**

5. Before opening bids, the bidders shall be notified of the time when and the place where the bids will be opened, and in the presence of the attending bidders.

**PERCENTAGE ON SUB-CONTRACTS.**

6. Contractors shall be allowed a compensation of 5 per cent. on all sub-contracts, which at the time of estimating are "reserved," or not called for in their portion of the specification, but which may be assumed by them by request of the owner or architect, after the bids have been received and opened.

Contractors shall not be denied contracts upon the work covered in their original estimate, on account of declining to assume the aforesaid reserved sub-estimates.

**SUB-CONTRACTS.**

7. A contractor who may refuse to become a sub-contractor shall not thereby forfeit his right to the award.

**AWARD.**

8. When work is to be let for which estimates have been solicited, unless previous notification to the contrary has been given, the lowest invited bidder shall be entitled to the contract, and all minor charges shall be agreed upon with him, provided his prices are equitable. Should the prices for changes made by the lowest bidder not be deemed equitable, it shall be settled by arbitrators, one of whom shall be appointed by the owner and the other by the bidder, they to appoint a third if necessary, and the majority decision shall be final.

If radical changes are made, the whole competition may be re-opened. Bidders must not be allowed to amend their estimates after the bids have been opened and before the award.

9. Bids shall be binding upon the bidders for not more than sixty days. 10. No payments on contracts shall be less than 90 per cent. of the value of work done; the remaining 10 per cent. to be paid within thirty days after the completion of the contract. Sureties will be furnished by the contractors, if so required by the owner; and in such case the payments shall be 100 per cent. of the value of work done.

11. The uniform contract adopted by the American Institute of Architects, the Western Association of Architects and the National Association of Builders is recommended.

**COMPENSATION FOR ESTIMATING.**

12. Should all solicited bids be rejected, or the owner refuse to contract with the lowest invited bidder within sixty days from the date on which the bids are submitted, or refuse to abide by a decision of a majority of the arbitrators, then the said owner shall compensate the lowest invited bidder as follows:

- For all cases where the bid does not exceed \$1,000, \$10.
- For all cases where the bid exceeds \$1,000, and does not exceed \$5,000, one-half of 1 per cent. on the excess over \$1,000, and \$10 added.
- For all cases where the bid exceeds \$5,000, and does not exceed \$20,000, three-eighths of 1 per cent. on the excess over \$5,000, and \$30 added.
- For all cases where the bid exceeds \$20,000, and does not exceed \$50,000, one-fourth of 1 per cent. on the excess over \$20,000, and \$86.25 added.
- For all cases where the bid exceeds \$50,000, one-eighth of 1 per cent. on the excess over \$50,000, and \$136.25 added.

**FAILURE TO CONTRACT.**

13. Should the lowest invited bidder, at any time within sixty days from the date on which bids are submitted, refuse to contract at his bid, or to abide by the decision of a majority of the arbitrators, the said bidder shall pay the owner liquidated damages (not a penalty) in the same amounts and ratio stated above for "compensation for estimating."

Clauses 1 to 4 are such as should be and are, as a rule, carefully observed in the office of any just and self-respecting architect.

The observance of clause 5 would in most instances be surrounded with difficulties. We have known of instances where upwards of one hundred tenders were received for a single job in Toronto, where separate tenders are usually taken for each trade. In such a case the architect would be compelled to hire a hall or have the meeting on the sidewalk in front of his office. The inference might be drawn from the regulation that Buffalo contractors lacked confidence in the architects, and that they and their clients needed careful watching. The proposition seems to our mind about as possible as it would be were a possé of wholesale merchants to accompany a retail buyer in his visits of enquiry and pricing at their various establishments. If a contractor has not sufficient confidence in an architect to trust him with a tender, he had better not run the risk of working for him but leave him severely alone. There are times also in the opening and consideration of tenders when it would be extremely awkward and inconvenient to have any person but the client present.

Clause 10 would only be practicable in the case of thoroughly reputable contractors of means. The too per cent. proposition would necessitate a most carefully detailed estimate at the granting of each certificate, and in the case of extras, an adjustment at each payment, an arrangement which would only be possible in large work where certificates are given at longer intervals than is the custom with ordinary work which forms the bulk of general office practice.

Clauses 12 and 13 are suitable and fair, and would tend to make, 1st, the architect more careful in his preliminary estimate, 2nd, the client sure of his own mind in regard to his project, and 3rd, the contractor more careful in making up his tender.

The sins cannot all be laid at the door of the client in this matter. In the experience of many of the profession in Toronto there is a woeful lack of integrity amongst some builders in this matter. A careless tender is put in; when it is accepted, the tenderer immediately begins to enquire of his competitors the amount of their figures, and if he is considerably below them he "discerns an error in his calculations" and coolly withdraws his tender. The architect is often glad to be rid of him, knowing it to be impossible to do good work at the figure; at the same time, this very leniency intensifies and spreads the evil.

**QUEBEC CITY HALL COMPETITION.**

MONTREAL, April 16th, 1891.

EDITOR CANADIAN ARCHITECT AND BUILDER.

DEAR SIR,—My attention was called by Mr. Staveley, architect, to an article on the competition for the City Hall at Quebec, published in the CANADIAN ARCHITECT AND BUILDER, March number, page 29.

Mr. Staveley, Mr. Baillaire, of Quebec, and myself, were the judges to decide on the merits of the plans submitted, in which we claim to have done justice to their merits.

By your last paragraph you seem to put a doubt as to our competence. I have every reason to believe that it has been published unseen by you, therefore I and my colleagues will be very much pleased if you would correct that article in your next number.

I will furthermore state that if the architects who received no premiums consented to hand over their plans for the sum of three hundred dollars, the judges had nothing to do with the matter.

The following is a table showing the way the judges proceeded to award the prizes offered for designs of the proposed new city hall:

	Cost.	Elevation.	Fire Brigade.	Police.	1st Floor.	2nd Floor.	3rd Floor.	Construct.-n.	Total.	Cubic feet.	Price per foot.	Total cost.	Class.
Stadacona	5	2	4	3	3	2	3	2	24	1,796,766'	120	\$215,611	1
Escutcheon	4	3	1	4	1	2	3	3	21	1,916,800'	120	\$230,016	2
Fides	1	0	3	2	4	2	3	1	16	2,736,000'	120	\$328,320	3
Olbany	0	1	0	0	0	0	0	2	2	2,805,440'	140	\$392,761	4
Fidens	0	0	2	1	1	0	0	2	10	3,322,880'	130	\$431,974	5
Olima	0	4	10	10	1	0	11	1	17	3,058,560'	150	\$458,784	6

First prize to "Stadacona"; second prize to "Escutcheon"; third prize to "Fides."

The judges were: Mr. Tache and Mr. H. Staveley, of Quebec; Victor Roy, of Montreal.

Hoping that the above will suffice to prove our competence,  
Yours very truly,  
VICTOR ROY.

The Chemical, Mining and Manufacturing Company of Ontario has been formed with a capital of \$100,000, with headquarters at Owen Sound, Ont., for the purpose of manufacturing Portland cement from the deposits of clay existing in that locality. In addition to Owen Sound parties the following Toronto gentlemen are interested in the company: Messrs. Thos. Bryce, W. H. Pearson, Ald. Lucas, Wm. Hill, S. Wood, Geo. J. Foy, Fowell & Parkinson. Mr. R. P. Butcher, who is the manager of the company, in England for the purpose of purchasing the necessary plant.