



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 96-80

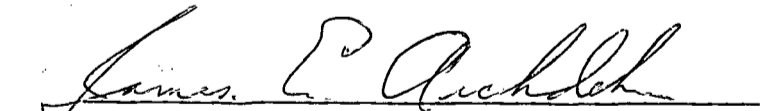
To authorize the execution of an Agreement
with PERWIN CONSTRUCTION CO. LIMITED -
Contract No. 80-01 for the construction
of Heart Lake Recreation Centre

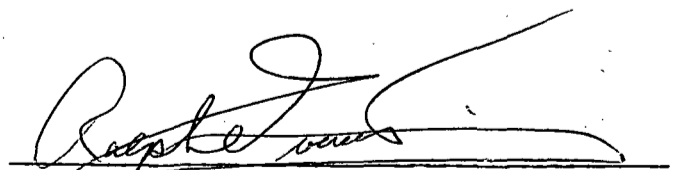
WHEREAS it is deemed expedient to enter into and execute Contract
No. 80-01 with Perwin Construction Co. Limited;

NOW THEREFORE the Council of the Corporation of the City of Brampton
ENACTS as follows:

- (1) THAT the City of Brampton enter into and execute Contract No. 80-01
with Perwin Construction Co. Limited, attached hereto as Schedule
"A".
- (2) THAT the Mayor and the Clerk are hereby authorized to affix their
signatures to the said Contract No. 80-01 with Perwin Construction,
attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this
9th day of April, 1980.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

NOTE:

THE FORM OF AGREEMENT AND FORM OF TENDER AND SITE PLANS WHICH SHOULD BE INCLUDED IN THIS BY-LAW ARE LOCATED IN THE TOP CUPBOARD OF THE CLERK'S DEPARTMENT FRONT COUNTER. THE SHELF IS LABELLED "VARIOUS MAPS, SCHEDULES, etc."

CERTIFICATE OF LIABILITY INSURANCE

THE CANADIAN INDEMNITY COMPANY
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 24 QUEEN STREET, EAST, BRAMPTON, ONTARIO, L6V 1A4

THIS IS TO CERTIFY THAT Perwin Construction Co. Limited
(CONTRACTOR)

Whose Address is P.O. Box 248, 106 Willowdale Ave., Willowdale, Ont.
has comprehensive liability insurance in this Company under Policy
No. 3L 4474 covering legal liability for damages because
of:

- A. Bodily injury, sickness or disease, including death
at any time resulting therefrom.
- B. Damage to or destruction of property of others caused
by accident.

Subject to a limit of liability of not less than \$1,000,000.00
inclusive for any one occurrence or accident which insurance applies
in respect of all operations, including liability assumed under
contract with the Corporation. The policy does not contain any ex-
clusions or limitations in respect of the use of explosives or in
respect of shoring, underpinning, raising or demolition of any
building or structure, pile driving, caisson work, collapse of any
structure, or subsidence of any property, structure, or land from
any cause.

THE POLICY EXPIRES ON September 21st, 1980

AND WILL NOT BE ALTERED, CANCELLED OR ALLOWED TO LAPSE WITHOUT
THIRTY (30) DAYS PRIOR NOTICE TO THE CORPORATION.

With respect to Contract No. 80-01 for the Construction of
The Heart Lake Recreation Centre.

We certify that the Corporation will be coinsured with the Contrac-
tor.

DATE: February 28th, 1980.

A.E. WILSON & COMPANY LIMITED

COUNTERSIGNED: _____

M. Wilson M.R.

NAME OF AGENCY OR COMPANY A. E. Wilson & Company Limited, President

6 Adelaide Street East, Toronto, Ontario.



PERFORMANCE AND MAINTENANCE BOND

Bond No. 35-754170

Contract 80-01

Account _____

KNOW ALL MEN BY THESE PRESENTS, that we Perwin Construction Co. Limited
(The Contractor)

hereinafter called "The Principal", and

GUARDIAN INSURANCE COMPANY OF CANADA

(The Bonding Company)

hereinafter called "The Surety" are jointly and severally held and firmly bound unto the Corporation of the City of Brampton hereinafter called "The Obligee", its successors and assigns, in the sum of \$1,814,988.00 of lawful money of Canada to be paid unto the Obligee, for which payment well and truly to be made we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors, and assigns by these presents.

SIGNED AND SEALED WITH OUR RESPECTIVE SEALS and dated this

15th day of February, 1980

Whereas by an Agreement in writing dated the 15th day of February, 19 80, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, ~~alteration, repair and maintenance~~ of _____

The Heart Lake Recreation Centre

(Description of Works)

as in the contract provided, which contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

RECORDED
INDEXED
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Now therefore the condition of this obligation is such that if the Principal shall at all times duly perform and observe the contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee and shall at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to the contract and shall fully reimburse and repay the Obligee for all outlay, expense liabilities, or payments incurred or undertaken to be made by the Obligee pursuant to the contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

Provided always and it is hereby agreed and declared that the Obligee and Principal have the right to change, alter, and vary the terms of the contract and that the Obligee may in its discretion at any time or times take and receive from the Principal, any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works

to be constructed, altered, repaired or maintained under the contract or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Oblige. Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

IN WITNESS WHEREOF THE PRINCIPAL AND SURETY HAVE EXECUTED THESE PRESENTS.

SIGNED, SEALED AND DELIVERED BY THE PRINCIPAL IN THE PRESENCE OF

W. J. Fongh

Witness signs here

VICE PRESIDENT & GENERAL MANAGER

PERWIN CONSTRUCTION CO. LIMITED (Seal)

Principal signs here and seal where applicable

SIGNED, SEALED AND DELIVERED BY THE SURETY IN THE PRESENCE OF

GUARDIAN INSURANCE COMPANY OF CANADA

ASSISTANT

[Signature]

(Seal)

Witness signs here

Surety Company Officer signs here with seal

PASSED April 9th, 1980



BY-LAW

No. 96-80

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