



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 156-76

A By-law to authorize the execution of Contract #76-120 with Armbro Materials & Construction Ltd. (Surface Treatment of Various Streets within the City of Brampton)

WHEREAS it is deemed expedient to enter into and execute Contract No. 76-120 with Armbro Materials & Construction Ltd;

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. 76-120 with Armbro Materials & Construction Ltd., attached hereto as Schedule "A".
2. That the Mayor and the Clerk are hereby authorized to affix their signatures to the said Contract No. 76-120, attached hereto as Schedule "A", with Armbro Materials & Construction Ltd.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of July 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

CONTRACT NO. 76-120

THIS AGREEMENT MADE IN QUADRUPLICATE THIS 28th DAY OF June, 1976.

BETWEEN:

THE CORPORATION OF THE CITY OF
BRAMPTON

(HEREINAFTER CALLED THE "CORPORATION")
OF THE FIRST PART

-AND-

ARMBRO MATERIALS & CONSTRUCTION LTD.

(HEREINAFTER CALLED THE "CONTRACTOR")
OF THE SECOND PART

WITNESSETH

THAT THE CORPORATION AND THE CONTRACTOR IN CONSIDERATION OF
THE FULFILLMENT OF THEIR RESPECTIVE PROMISES AND OBLIGATIONS HEREIN
SET FORTH COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

ARTICLE 1

(A) A GENERAL DESCRIPTION OF THE WORK IS :

SURFACE TREATMENT ON VARIOUS STREETS WITHIN
THE CITY OF BRAMPTON

(B) THE CONTRACTOR SHALL, EXCEPT AS OTHERWISE SPECIFICALLY
PROVIDED, AT HIS OWN EXPENSE PROVIDE ALL AND EVERY KIND OF LABOUR,
MACHINERY, PLANT, STRUCTURES, ROADS, WAYS, MATERIALS, APPLIANCES,
ARTICLES AND THINGS NECESSARY FOR THE DUE EXECUTION AND COMPLETION
OF ALL THE WORK SET OUT IN THIS CONTRACT AND SHALL FORTHWITH
ACCORDING TO THE INSTRUCTIONS OF THE ENGINEER COMMENCE THE WORKS
AND DILIGENTLY EXECUTE THE RESPECTIVE PORTIONS THEREOF, AND DELIVER
THE WORKS COMPLETE IN EVERY PARTICULAR TO THE CORPORATION WITHIN
THE TIME SPECIFIED IN THE GENERAL CONDITIONS AND IN THE TENDER.

ARTICLE 2

IN THE EVENT THAT THE TENDER PROVIDES FOR AND CONTAINS A CONTINGENCY ALLOWANCE, IT IS UNDERSTOOD AND AGREED THAT SUCH CONTINGENCY ALLOWANCE IS MERELY FOR THE CONVENIENCE OF ACCOUNTING BY THE CORPORATION, AND THE CONTRACTOR IS NOT ENTITLED TO PAYMENT THEREOF EXCEPT FOR EXTRA OR ADDITIONAL WORK CARRIED OUT BY HIM IN ACCORDANCE WITH THE CONTRACT AND ONLY TO THE EXTENT OF SUCH EXTRA OR ADDITIONAL WORK.

ARTICLE 3

IN CASE OF ANY INCONSISTENCY OR CONFLICT BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE PLANS, OR SPECIFICATIONS, OR GENERAL CONDITIONS, OR TENDER OR ANY OTHER DOCUMENT OR WRITING THE PROVISIONS OF SUCH DOCUMENTS SHALL TAKE PRECEDENCE AND GOVERN IN THE FOLLOWING ORDER NAMELY:

1. THIS AGREEMENT
2. SPECIAL AND/OR SUPPLEMENTAL PROVISIONS
3. INFORMATION FOR TENDERERS
4. GENERAL CONDITIONS
5. STANDARD SPECIFICATIONS
6. PLANS
7. TENDER

THE FOREGOING DOCUMENTS ENUMERATED 1 TO 7 INCLUSIVE ARE ALL THE CONTRACT DOCUMENTS AND CONSTITUTE THE FULL AGREEMENT BETWEEN THE PARTIES.

ARTICLE 4

THE CORPORATION COVENANTS WITH THE CONTRACTOR THAT THE CONTRACTOR HAVING IN ALL RESPECTS COMPLIED WITH THE PROVISIONS OF THIS CONTRACT WILL BE PAID FOR THE WORKS INCLUDED HEREIN IN ACCORDANCE WITH THE UNIT PRICES AS SET OUT IN THE FORM OF TENDER FORMING PART OF THIS CONTRACT, AND IN ACCORDANCE WITH THE PROVISIONS AS SET OUT IN THE CONDITIONS AND SPECIFICATIONS FORMING PART OF THIS CONTRACT.

ARTICLE 5

WHERE ANY NOTICE, DIRECTION OR OTHER COMMUNICATION IS REQUIRED TO BE OR MAY BE GIVEN OR MADE BY ONE OF THE PARTIES HERETO TO THE OTHER OR TO THE ENGINEER, IT SHALL BE DEEMED SUFFICIENTLY GIVEN OR MADE IF MAILED BY PREPAID FIRST CLASS MAIL OR DELIVERED IN WRITING TO SUCH PARTY OR TO THE ENGINEER AT THE FOLLOWING ADDRESSES:

THE CONTRACTOR:
 Ambro Materials & Construction Ltd.
 P.O. Box 1000
 Brampton, Ontario
 L6V 2L9

THE ENGINEER:
 J.F. CURRAN, P.ENG.
 CITY ENGINEER
 CITY OF BRAMPTON
 24 QUEEN STREET EAST,
 BRAMPTON, ONTARIO.

ARTICLE 6

A COPY OF EACH OF THE CONTRACT DOCUMENTS IS HERETO ANNEXED AND TOGETHER WITH THE M.T.C. SPECIFICATIONS REFERRED TO IN THE CONTRACT DOCUMENTS AND THE PLANS LISTED IN THE SPECIFICATIONS, ARE MADE PART OF THIS CONTRACT AS FULLY TO ALL INTENTS AND PURPOSES AS THOUGH RECITED IN FULL HEREIN.

ARTICLE 7

NO IMPLIED CONTRACT OF ANY KIND WHATSOEVER BY OR ON BEHALF OF THE CORPORATION SHALL ARISE OR BE IMPLIED FROM ANYTHING IN THIS CONTRACT CONTAINED, NOR FROM ANY POSITION OR SITUATION OF THE PARTIES AT ANYTIME, IT BEING CLEARLY UNDERSTOOD THAT THE EXPRESS COVENANTS AND AGREEMENTS HEREIN CONTAINED MADE BY THE CORPORATION SHALL BE THE ONLY COVENANTS AND AGREEMENTS UPON WHICH ANY RIGHTS AGAINST THE CORPORATION MAY BE FOUNDED.

ARTICLE 8

TIME SHALL BE DEEMED THE ESSENCE OF THIS CONTRACT.

ARTICLE 9

THE CONTRACTOR DECLARES THAT IN TENDERING FOR THE WORKS AND IN ENTERING INTO THIS CONTRACT HE HAS EITHER INVESTIGATED FOR HIMSELF THE CHARACTER OF THE WORK AND ALL LOCAL CONDITIONS ABOVE AND BELOW GROUND SURFACE WHERE APPLICABLE THAT MIGHT EFFECT HIS TENDER OR HIS ACCEPTANCE OF THE WORK, OR THAT NOT HAVING SO INVESTIGATED HE IS WILLING TO ASSUME AND DOES HEREBY ASSUME ALL RISK OF CONDITION ARISING OR DEVELOPING IN THE COURSE OF THE WORK WHICH MIGHT OR COULD MAKE THE WORK, OR ANY ITEMS THEREOF, MORE EXPENSIVE IN CHARACTER, OR MORE ONEROUS TO FULFILL, THAN WAS CONTEMPLATED OR KNOWN WHEN THE TENDER WAS MADE OR THE CONTRACT SIGNED. THE CONTRACTOR ALSO DECLARES THAT HE DID NOT AND DOES NOT RELY UPON INFORMATION FURNISHED BY ANY METHODS WHATSOEVER, BY THE CORPORATION OR ITS EMPLOYEES, BEING AWARE THAT ANY INFORMATION FROM SUCH SOURCES WAS AND IS APPROXIMATE AND SPECULATIVE ONLY, AND WAS NOT IN ANY MANNER WARRANTED OR GUARANTEED BY THE CORPORATION.

ARTICLE 10

THIS CONTRACT SHALL APPLY TO AND BE BINDING ON THE PARTIES HERETO AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS AND EACH OF THEM.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN OR CAUSED THEIR CORPORATE SEALS TO BE AFFIXED, ATTESTED BY THE SIGNATURE OF THEIR PROPER OFFICERS AS THE CASE MAY BE.

R. N. Gray
WITNESS AS TO SIGNATURE OF CONTRACTOR

Brampton
ADDRESS

OCCUPATION Secretary

ARMBRO MATERIALS & CONSTRUCTION LTD.

R. A. Lowndes
R. A. LOWNDES,
VICE-PRESIDENT.

CORPORATION OF THE CITY OF
BRAMPTON

James E. Archdehn
MAYOR

Kenneth R. Richardson
CLERK

PERFORMANCE AND MAINTENANCE BOND

BOND NO. YY 193 8471 CONTRACT 76-120

ACCOUNT _____

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
(THE CONTRACTOR)

ARMBRO MATERIALS & CONSTRUCTION LTD.

HEREINAFTER CALL "THE PRINCIPAL", AND

TRAVELERS INDEMNITY 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 \$ 65,564.20 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 BID 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
28th OF June 19 76.

WHEREAS BY AN AGREEMENT IN WRITING DATED THE 28th DAY OF June 19 76 THE PRINCIPAL HAS ENTERED INTO A CONTRACT WITH THE OBLIGEE, HEREINAFTER CALLED THE "CONTRACT", FOR THE CONSTRUCTION, ALTERATION, REPAIR, OR MAINTENANCE OF _____
surface treatment on various streets within the City of Brampton

(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.

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 FOREBEARANCE 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, FOREBEARANCE OR FORGIVENESS WHICH MAY TAKE PLACE BETWEEN THE PRINCIPAL AND THE OBLIGEE.

PROVIDED FURTHER AND IT IS HEREBY AGREED AND DEC ARED 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

R. N. Gray
WITNESS SIGNS HERE

ARMBRO MATERIALS & CONSTRUCTION LTD.

R. A. Lowndes (SEAL)
PRINCIPAL SIGNS HERE AND SEAL WHERE APPLICABLE
R. A. LOWNDES,
VICE-PRESIDENT.

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

O. E. Thwaites
WITNESS SIGNS HERE

TRAVELERS INDEMNITY COMPANY OF CANADA

M. Scott (SEAL)
M. Scott, Attorney-in-Fact
SURETY COMPANY OFFICER
SIGNS HERE WITH SEAL

CERTIFICATE OF LIABILITY INSURANCE

(1) THE CANADIAN INDEMNITY COMPANY (2) AMERICAN HOME INSURANCE CO.
(INSURANCE COMPANY)

TO: CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 24 QUEEN STREET EAST, BRAMPTON, ONTARIO.

THIS IS TO CERTIFY THAT ARMBRO MATERIALS & CONSTRUCTION LIMITED
(CONTRACTOR)

WHOSE ADDRESS IS P.O. BOX 1000, BRAMPTON, ONTARIO L6V 2L9

HAS COMPREHENSIVE LIABILITY INSURANCE IN THIS COMPANY UNDER
POLICY No. (1) 3L4595 COVERING LEGAL LIABILITY FOR DAMAGES
(2) BE3377876
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 EXCLUSIONS 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.

RE: CONTRACT 76-120 SURFACE TREATMENT ON VARIOUS STREETS WITHIN THE CITY OF BRAMPTON

THIS POLICY EXPIRES ON (1) March 1, 1977 (2) December 31, 1976

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

DATE: June 24, 1976

COUNTERSIGNED:


