



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 176-78

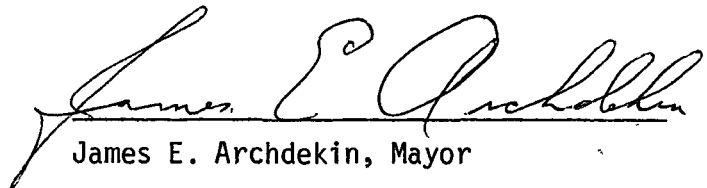
To authorize the execution of Contract
No. 78-101 with Frank Vespi Construction
Limited.
(RECONSTRUCTION OF RAILROAD STREET)

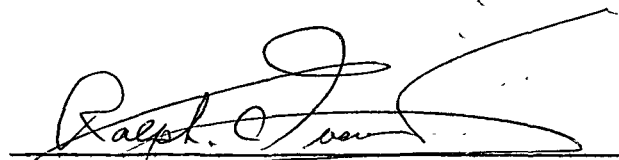
WHEREAS it is deemed expedient to enter into and execute
Contract No. 78-101 with Frank Vespi Construction Limited;

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. 78-101 with Frank Vespi Construction
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.
78-101, attached hereto as Schedule "A", with Frank
Vespi Construction Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council
this 8th day of August, 1978.


James E. Archdekin, Mayor


Ralph A. Everett, Acting Clerk

THE CORPORATION OF THE CITY OF BRAMPTON
FORM OF AGREEMENT

CONTRACT NO. 78-101

This agreement made in quadruplicate this 8th day of August 1978.

BETWEEN: The Corporation of the City of Brampton
(Hereinafter called the "Corporation"
of the first part)

-AND- FRANK VESPI CONSTRUCTION LIMITED
(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:-

reconstruction of Railroad Street

b) The Contractor shall, except as otherwise specifically provided, at his own expense provide all and every kind of labour, machinery, plant, structures, roads, materials and 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 of this 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 work 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 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 one to seven inclusive are all of 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:

CONTRACTOR: Frank Vespi
Construction Limited,
P.O. Box 211,
Brampton, Ontario.
L6V 2L1

ENGINEER: J. F. Curran, P.Eng.
City Engineer
24 Queen Street East
Brampton, Ontario
L6V 1A4

ARTICLE 6

A copy of each of the Contract Documents is hereto annexed and together with the Ministry of Transportation and Communications 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 to be done, or that he has been advised by a competent person that the work will not right affect his Tender or his acceptance of the Work, or that not having so investigated is willing to assume and does hereby assume all risk of conditions 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 herelo 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..

Steve Petrachek
WITNESS AS TO SIGNATURE OF CONTRACTOR

P.O. Box 211 BRAMPTON
ADDRESS
OCCUPATION ESTIMATOR

FRANK VESPI CONSTRUCTION LIMITED

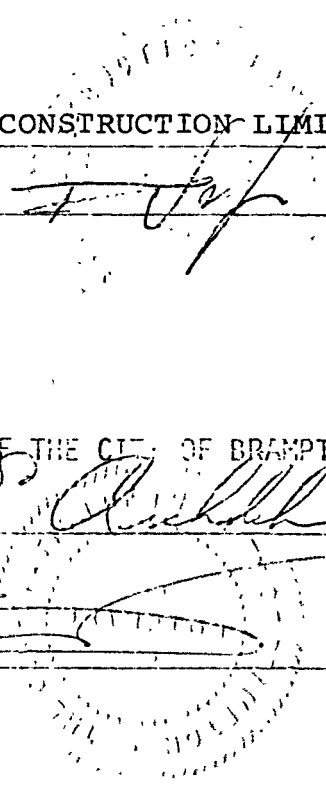
THE CORPORATION OF THE CITY OF BRAMPTON

MAYOR

James E. Archibald

CLERK

[Signature]



PERFORMANCE AND MAINTENANCE BOND

BOND NO. 9-285-825

ACCOUNT NO. VES400

CONTRACT NO. 78-101

KNOW ALL MEN BY THESE PRESENTS, that we FRANK VESPI CONSTRUCTION LIMITED
(Contractor)

hereinafter called the "Principal" and

PITTS INSURANCE COMPANY
(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 \$129,310.25 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 8th of
AUGUST 1978.

Whereas by an Agreement in writing dated the 8th day of August, 1978, the Principal has entered into a Contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair or maintenance of:

Reconstruction of Railroad Street

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.

No 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, damages, claims, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out 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, delay, or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligor of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise such rights or powers, including but not limited to restricting the generality of the foregoing) any changes in the rate 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 Obligor.

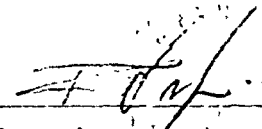
Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

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

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

FRANK VESPI CONSTRUCTION LIMITED

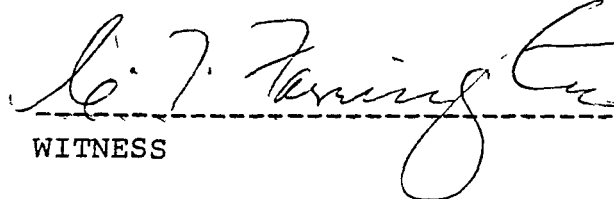
Witness signs here



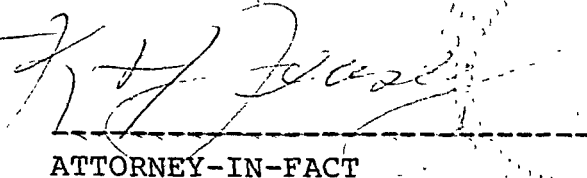
Principal signs here and seal where applicable

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

PITTS INSURANCE COMPANY



WITNESS



ATTORNEY-IN-FACT

Pitts Insurance Company

(Incorporated by Act of the Parliament of Canada)

CERTIFICATE OF LIABILITY INSURANCE

INSURANCE COMPANY COMMERCIAL UNION ASSURANCE COMPANY OF CANADA

TO: The Corporation of the City of Brampton
24 Queen Street East
Brampton, Ontario
L6V 1A4

THIS IS TO CERTIFY THAT: FRANK VESPI CONSTRUCTION LIMITED
CONTRACTOR

whose address is P.O. Box 211, Brampton, Ontario. L6V 2L1

has comprehensive liability insurance in this Company under Policy No. 296C421 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 an 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 limitation 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.

AUGUST 31, 1978

This policy expires on _____

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

Date August 8, 1978

COUNTERSIGNED

John Flys
JOHN FLYS, INSURANCE

PASSED August 8th 19 78



BY-LAW

No. 176-78

Being a By-law to authorize the execution
of Contract No. 78-101 with Frank Vespi
Construction Limited.
(RECONSTRUCTION OF RAILROAD STREET)