



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 182-79

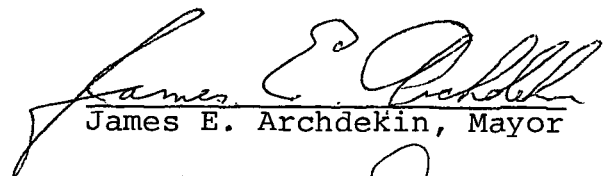
To authorize the execution of
an agreement with POLLARD BROS.
LIMITED - Contract No. 79-28
(Liquid Calcium)

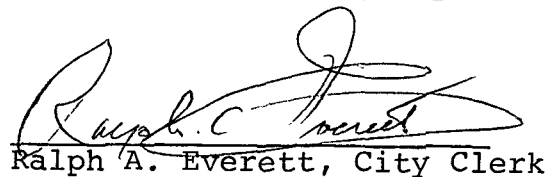
WHEREAS it is deemed expedient to enter into and execute
Contract No. 79-28 with Pollard Bros. Limited;

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. 79-28 with Pollard
Bros. 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. 79-28 with Pollard
Bros. Limited, attached hereto as Schedule
"A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 7th day of August, 1979.


James E. Archdekin, Mayor


Ralph A. Everett, City Clerk

This Agreement made in Quadruplicate this 12th day of June, 1979

BETWEEN:

The Corporation of the City of
Brampton
(Hereinafter called "The Corporation")
of the First Part

-AND-

POLLARD BROS. 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:

APPLICATION OF LIQUID CALCIUM 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 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 City 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 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 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 any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other documents 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 City 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:

Pollard Bros. Limited
Harrow,
Ontario
NOR 1G0.

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 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 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 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 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.

 Mrs. E. Smith
WITNESS AS TO SIGNATURE OF CONTRACTOR)

ADDRESS *Winnipeg, Ont.*

OCCUPATION *Secretary*

 Harry J. Pollard
POLLARD BROS. LIMITED

CORPORATION OF THE CITY OF
BRAMPTON

 James C. Corbett
MAYOR

 Robert C. Smith
CLERK

FORM OF TENDER

FOR

CONTRACT NO. 79-28

THIS TENDER SUBMITTED BY POLLARD BROS. LIMITED FIRM NAME
HARROW, ONT. OR INDIVIDUAL
ADDRESS

738-2213 TELEPHONE NUMBER

TO THE MAYOR AND COUNCIL OF THE CORPORATION
OF THE CITY OF BRAMPTON

I/We, the undersigned declare that no person, firm or corporation other than the one whose signature or the signatures of whose proper officers and the seal is or are attached below, has any interest in this tender or in the contract proposed to be taken.

I/We, further declare that this tender is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making tender for the same work and is in all respects fair and without collusion or fraud.

I/We, further declare that we have carefully examined the locality and site of the proposed works, as well as the plans, drawings, profiles, specifications, form of tender, information for tenderers, general conditions, agreement by the City Engineer, by and on behalf of the Corporation of the City of Brampton, and hereby acknowledge the same to be part and parcel of any contract to be let for the work therein described or defined and do hereby tender and offer to enter into a contract to do all of the work and to provide all of the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, exchange, and sales tax in effect on the date of acceptance of the tender, and all other charges on the terms and conditions and under the provisions therein set forth and to accept in full payment therefore the sums calculated in accordance with the actual measured quantities and unit prices set forth in the Schedule of Quantities and Unit Prices attached hereto:-

I/We, further declare that, if the tender is accepted by the City, we will execute whatever additional work may be required at the Unit Prices shown herein, in strict conformity and in all respects with the requirements of this tender, specifications, general conditions, and form of agreement hereto annexed or to be annexed hereto.

I/We, also agree that deductions from the said contract, if any shall be made at the unit prices shown in the Schedule of Quantities and Unit Prices as herein contained.

I/We, agree that this offer is to continue open to acceptance until the formal contract is executed by the successful tenderer for the said work or until sixty (60) days after the tender closing date whichever event first occurs, and that the City may at any time within that period and without notice accept this tender whether any other tender had been previously accepted or not.

I/We, agree that if we withdraw this tender after closing and before the Council of the said City shall have considered the tenders and awarded the contract in respect thereof, during the time that this tender is open to acceptance as set out above in this tender form the amount of the deposit accompanying this tender shall be forfeited to the City.

I/We, agree that the awarding of the contract based on this tender by the Council of the said City shall be an acceptance of this tender.

If this tender is accepted I/We agree to furnish the required contract bond, in the form attached hereto, insurance certificate and Workmen's Compensation Board Letter, and properly sign the contract documents in quadruplicate within ten (10) working days after being notified so to do. In the event of default of failure on our part so to do, I/We agree that the Corporation of the City of Brampton shall be at liberty to retain the money deposited by Me/Us to the use of the City and to accept the next lowest or any tender or to advertise for new tenders, or to carry out the works in any other way they deem best and I/We also agree to pay to the said City the difference between this tender and any greater sum which the City may expend or incur by reason of such default or failure, or by reason of such acting, as aforesaid, on their part, including the cost of any advertising for new tenders; and to indemnify and save harmless the said City and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on My/Our part.

I/We propose _____

A company which is willing to become bound with me/us in the amount designated for the due performance and fulfillment of the contract for which this is the tender.

I/We, agree that the date of completion as referred to in the General Conditions shall be forty-five (45) working days from the date of written order to commence work. The Contractor agrees to pay the Corporation one hundred dollars (\$100.00) as liquidated damages, per day for each and every day that any portion of the work remains incomplete, after the time of completion as specified above.

A certified cheque in the amount of \$ 2,000.00
_____/100 is enclosed.

Dated at HARROW this 28 day of
MAY, 19 79.

Mr. E. Smith
SIGNATURE OF WITNESS

Fanny J. Pellerin
SIGNATURE & SEAL OF TENDERER

ITEMIZED BID SHEET FOR CONTRACT NO. 79-28

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

The Supplier shall prepare this bid legibly, in ink or typewriter.

Prices in Column No. 1 shall be shown in words and also in figures. Column No. 3 shall be completed and totalled. Any changes, erasures or overwriting of the prices in words in Column No. 1 shall be initialled.

In the event of any discrepancy between the words and figures in Column No. 1 or any errors appearing in Column No. 3 or its total, the acceptable prices in words appearing in Column No. 1, shall be deemed the supplier's unit price, and the figures appearing in Column No. 1 and the figures in Column No. 3 - or its total - may be ignored.

Item No.	Spec. No.	Description of Item	Column No. 1 Contractor's Bid Per Unit	Column No. 2 Estimated Quantities	Column No. Contractor Total Bid
1.	415	Supply and application of Calcium Chloride Solution containing a minimum of 35% Anhydrous Calcium	ONE HUNDRED & TWENTY FIVE CENTS <u>100.25</u> Unit per Flake Ton	325 Flake Tons	\$ <u>32,581.25</u>

TOTAL PRICE FOR CONTRACT NO. 79-28 \$ 32,581.25

A Certified Cheque or Bid Bond payable to the Corporation of the City of Brampton is attached hereto, subject to the provisions of Paragraph 2, Information for Tenderers.

By My/Our signature hereunder, I/WE POLLARD BROS. LIMITED hereby identify this as the Itemized Bid Sheet for Contract No. 79-28 executed by ME/US and bearing the date this 28 day of MAY, 1979

MRS. E. BRUSH
WITNESS

Jay J. Pollard
SIGNATURE

Mrs. E. Brush
SIGNATURE

GENERAL MANAGER
POSITION IN FIRM

PHOENIX ASSURANCE COMPANY OF CANADA
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

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

THIS IS TO CERTIFY THAT POLLARD BROS. LTD.
(CONTRACTOR)

Whose Address is 43 - 3rd Concession Road, HARROW, Ontario NOR 1G0
has comprehensive liability insurance in this Company under Policy
No. 54-107187 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 exclusions or limitations in respect of the use of explosives or in respect of blasting, undermining, raising or demolition of any building or structure, pile driving, gas or steam work or collapse of any structure, or loss of or damage to any property, structure or contents thereof.~~

THE POLICY EXPIRES ON February 18, 1980

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

With respect to Contract No. 79-28 for the ~~Construction~~
application of liquid calcium on various streets within the City of Brampton.

We certify that the Corporation will be coinsured with the Contractor.

DATE: May 31, 1979

COUNTERSIGNED: PHOENIX ASSURANCE COMPANY OF CANADA

PERFORMANCE AND MAINTENANCE BOND

Bond No. G-7257

Contract 79-28

Account \$32,581.25

KNOW ALL MEN BY THESE PRESENTS, that we Pollard Bros. Limited
(The Contractor)

hereinafter called "The Principal", and

SIMCOE & ERIE GENERAL INSURANCE COMPANY
(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 \$32,581.25 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

19th of June, 1979.

Whereas by an Agreement in writing dated the 12th day of June, 19 79, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the ~~construction, alteration, repair, or maintenance of~~

application of Liquid Calcium on various streets within City of
(Description of Works)

Brampton.

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 herein-after 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 an 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 Obligee.

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

Wm. E. Smith
Witness signs here

POLLARD BROS. LIMITED
BY: Samy J. Pollard (Seal)
Principal signs here and seal where applicable

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

Witness signs here

SIMCOE & ERIE GENERAL INSURANCE COMPANY

BY: H.C. Coffey (Seal)
Surety Company Officer signs here with seal
H.C. COFFEY, Attorney-in-fact

PASSED August 7th, 19 79



BY-LAW

No. 182-79

To authorize the execution
of an agreement with POLLARD
BROS. LIMITED - Contract
No. 79-28 (liquid calcium)