



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 214-78


To authorize the execution of
Contract No. 78-39 with Pipes
Landscaping Contractors Limited.
(TREE PLANTING)

WHEREAS it is deemed expedient to enter into and execute
Contract No. 78-39 with Pipes Landscaping Contractors
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. 78-39 with Pipes
Landscaping Contractors Limited, attached
hereto as Schedule "A".
- (2) That the Mayor and the Clerk are
hereby authorized to affix their signa-
tures to the said Contract No. 78-39
attached hereto as Schedule "A", with
Pipes Landscaping Contractors Limited.

READ a FIRST, SECOND and THIRD TIME and Passed in Open
Council this 11th day of September, 1978.


James E. Archdekin, Mayor


Ralph A. Everett, Acting Clerk

This Agreement made in Quadruplicate this 11th day of July, 1978

BETWEEN:

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

--AND--

PIPES LANDSCAPING CONTRACTORS 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:

Tree Planting

(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 Director of Parks and Recreation, 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 Information to Bidders 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 and in respect of the works the sum of

TWELVE THOUSAND, ONE HUNDRED AND FIFTY DOLLARS-----
-----DOLLARS (\$12,150.00)

Subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the Provision that the Corporation may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

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 Director, Parks and Recreation, 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 Director, Parks and Recreation at the following addresses:

THE CONTRACTOR:

Pipes Landscaping Contractors Limited,
1272 Lakeview Drive,
Oakville, Ontario.

THE DIRECTOR, PARKS AND RECREATION

D. M. Gordon,
Director, Parks and Recreation,
City of Brampton
150 Central Park Drive
Bramalea, Ontario

ARTICLE 6

A copy of each of the Contract documents is hereto annexed and together with the Specs 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 the contract contained, nor from any position or situation of the parties at any time, 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 affect 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 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 fulfil, 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.

Donna Pipes

WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS 1272 Lakeside Dr.
Oshkosh

OCCUPATION Housewife

PIPES LANDSCAPING CONTRACTORS
LIMITED

David Pipes

CORPORATION OF THE CITY OF
BRAMPTON

MAYOR

CLERK

CITY OF BRAMPTON
PARKS AND RECREATION DEPARTMENT

T E N D E R
(LUMP SUM PRICE)

CONTRACT NO. 78-39

PIPES LANDSCAPING CONTRACTORS LTD.

NAME OF FIRM OR INDIVIDUAL

X XAA 1272 LAKEVIEW DR., ORAVILLE

ADDRESS AND TELEPHONE NUMBER

DAVID PIPES

NAME OF PERSON SIGNING FOR FIRM

President

OFFICE OF PERSON SIGNING FOR FIRM

INK
OR
TYPEWRITER

LOCATIONS: Tree Planting, Sodding and Grading
Dixie Road between Birchbank and Clark Blvd.

M.S. LINGARD
PURCHASING AGENT

DONALD M. GORDON
DIRECTOR
PARKS & RECREATION

THE CORPORATION OF THE
CITY OF BRAMPTON
24 QUEEN STREET EAST
BRAMPTON, ONTARIO
L6V 1A4

THE CORPORATION OF THE CITY OF BRAMPTON

GENERAL CONDITIONS

1. TENDER REQUIREMENTS

Tenderers are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) The correct Tender Form, as supplied by the municipality must be used and returned in the return envelope provided, to the Supply and Services Section, 6th Floor, 24 Queen Street, East, Brampton, Ontario L6V 1A4, on or before the Tender Closing Date and Time. BIDS RECEIVED AFTER CLOSING TIME WILL NOT BE CONSIDERED
- b) The Tender must be legibly written in ink or by typewriter and ALL ITEMS MUST BE BID, unless otherwise specified, with the unit price for every item and other entries clearly shown.
- c) The bid must not be restricted by a statement added to the Tender Form or a covering letter, or alterations to the Tender Forms provided by the municipality (unless otherwise specified).
- d) Adjustments by telephone, telegram or letter to a Tender already submitted will not be considered. A bidder desiring to make adjustments to a Tender must withdraw the Tender and/or supersede with a later Tender submission.
- e) The Official Tender Envelope supplied by the municipality must be used for tendering purposes without any extra exterior covering.
- f) The Tender form must be signed in the space(s) provided on the form, with the signature of the bidder or of a responsible official of the organization bidding. If a joint bid is submitted, it must be signed on behalf of each of the bidders and if the signing authority for both bidders is vested in one (1) individual, he shall sign separately on behalf of each bidder. In the case of an incorporated company, the corporate seal must be affixed to the Tender form.
- g) Erasures, overwriting or strike-outs must be initialled by the person signing on behalf of the organization bidding.
- h) The Tender shall be accompanied by an Agreement to Bond and a Bid Bond, a certified cheque, bank draft or money order made payable to the Municipality, equal to or greater than the amount specified in tender and MUST BE ENCLOSED IN THE SAME ENVELOPE AS THE TENDER.

2. DEPOSIT REQUIREMENTS

An amount equal to ten (10%) percent of the Tender Price.

3. BONDING REQUIREMENTS

The successful Tenderer will be required to supply a Performance Bond in the amount of one hundred (100%) percent of the Tender issued by an approved Guarantee Company in a form identical to the Form of Bond attached to these documents, for the faithful performance of this contract, including the maintenance guarantee for the time period specified. A cash deposit in the amount of one hundred (100%) percent of the Tender is acceptable in lieu of a Performance Bond.

4. INSURANCE REQUIREMENTS

The successful Tenderer will be required to supply Liability Insurance in the amount of \$500,000.00 or in any other amount as so required.

5. WITHDRAWAL OF TENDERS PRIOR TO TENDER OPENING

A Contractor who has submitted a Tender on a contract may request that his tender be withdrawn (Adjustments or corrections to a tender submitted will not be allowed). The withdrawal shall be allowed if the request is made before the closing time for this contract. Withdrawal requests may be directed to the official receiving tenders by telegram, letter or in person. Telephone requests will not be considered.

Withdrawal requests received after the contract closing time will not be allowed. The party concerned shall be informed that the withdrawal request arrived too late for consideration.

However, when the tender is read out at a tender opening, and if it is the lowest bid on a contract, the bidder may then proceed in accordance with Item 6 of the Information for Tenderers.

NOTE: The withdrawal of a tender does not disqualify a bidder from submitting another tender on the same contract.

6. WITHDRAWAL OF TENDERS DURING TENDER OPENING

During a tender opening, at the conclusion of the reading out of bids on a contract, a low bidder may withdraw any of his remaining tenders on other contracts. Tenders withdrawn under this procedure cannot be reinstated.

If more than one tender is read out under the same name for the same contract, and no withdrawal notice has been received, the tender contained in the envelope bearing the latest date and time stamp shall be considered the intended bid. The first tender received shall be considered withdrawn and returned to the bidder in the usual manner.

7. TENDER OPENING

All tenders will be opened publicly either by the City Council or a Tender Opening Committee under the chairmanship of an elected member of Council.

After opening, all tenders will be checked by City Officials for arithmetic errors, correct deposits and any other irregularities. If arithmetical errors are found in a unit price contract, the unit price tendered shall govern and the extension(s) and addition(s) shall be corrected accordingly. The lowest or any tender need not necessarily be accepted.

8. UNBALANCED TENDER

Each item in the Form of Tender shall be reasonably priced for such item. Tenders that contain prices which appear to be unbalanced as to affect adversely the interest of the owner may be rejected.

9. EXECUTION OF CONTRACT

The Contractor to whom this contract is awarded will be required to execute the contract within ten (10) days from the date of mailing of notice of award by the owner and must return within the ten days mentioned above, the following items.

- a) Four (4) copies of the executed contract documents
- b) A Performance & Maintenance Bond or Cash deposit as described above
- c) A certified copy of the Contractor's insurance policy which shall be a minimum of \$500,000.00 all inclusive.
- d) A Workmen's Compensation Declaration properly signed and witnessed.

If this tender has not been accepted by the owner after 60 (sixty) day has elapsed from the date of Tender Opening, the tender deposit will be returned on demand. No additional payments will be made in the event of delay in executing the agreement.

10. COMMENCEMENT DATE

The Contractor shall commence work in accordance with the General Condition Section upon receipt of an order from the owner to commence work. The date specified therein shall constitute the official commencement date with respect to calculating the completion date and liquidated damages, as specified in the tender form if applicable.

11. OMISSIONS AND DISCREPANCIES

Should a Tenderer find discrepancies prior to the closing date in, or omissions from the drawings or contract documents, or should he be in doubt as to their meaning, he should notify the Purchasing Agent as soon as possible, who may send a written instruction or an addendum to all Tenderers.

12. FAIR WAGE AND HOURS

All persons employed by the Contractor and his Sub-Contractors on or in connection with the construction of the works shall be paid fair wages and shall have hours in conformity with the latest Fair Wage Schedule of the Province of Ontario Toronto Zone.

13. CONSTRUCTION SAFETY ACT

It is specifically drawn to the attention of the Contractor that the Construction Safety Act, 1973 or the latest revision, applies to this contract and all conditions set out therein must be complied with.

14. SITE EXAMINATION

The Tenderer must satisfy himself as to the location of the proposed works, the condition of the site, and the actual soil and foundation conditions. No claims for extra work will be entertained as a result of unexpected site conditions such as rock, high water table, unstable soil or any other unusual conditions, unless specified otherwise.

15. RESTORATION

The Contractor shall repair all damages caused to adjacent property, public or private, such as sidewalks, roadways, grassed areas, trees and shrubs and any structures, at his own expense before acceptance of the work by the owner.

The restoration work shall be governed by a record of existing conditions filed with the Director of Parks and Recreation or his authorized designate.

16. MAINTENANCE AND REPAIR

The Contractor shall at his own expense maintain all of the works for the duration of the maintenance period as specified in the Special Provisions. All works requested by the Director of Parks & Recreation or his authorized designate during the maintenance period must be carried out in the time period set at the discretion of the Director at the time of his request in writing. If the request is not complied with the owner shall have the option to carry out the work and collect all expenditures from the maintenance bond held until the end of the maintenance period.

17. PAYMENT

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 85%, providing for a 15% holdback in accordance with the Mechanic's Lien Act, and as set out in the General Conditions.

After performance acceptance of the works, and in accordance with the Mechanic's Lien Act, the holdback will be paid to the Contractor upon receipt of a Statutory Declaration that all accounts and labour have been paid in full and receipt of a Workmen's Compensation Declaration.

Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the Director of Parks & Recreation or his authorized designate the Performance and Maintenance Bond will be returned to the Contractor.

All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Director of Parks & Recreation or his authorized designate.

18. EXTRA WORK

If the work to be carried out is such that it is considered an extra to the contract a Change Order shall be processed. This Extra Work must be approved by the Director of Parks and Recreation or his authorized designate or no payment will be made.

All claims for Extra Work must be substantiated by showing all time for labour, equipment and material incorporated in the work.

19. TAXES

The Tenderer is referred to the appendix in the Special Provisions attached hereto with respect to the payment of Federal and Provincial Taxes.

20. SETTING OUT

It will be the contractor's responsibility to supply all of the necessary lines and grades for the construction of the works and to check the lines and grades given against the plans.

21. CLEAN-UP

The Contractor will be responsible for the cleaning up of the roadway allowance from all dirt, debris, and any other rubbish from his operations and shall proceed with such clean-up forthwith when requested by the Director of Parks and Recreation or his authorized designate. In case of undue delay, the Director of Parks and Recreation or his authorized designate will carry out these operations with City or other forces, and deduct the costs incurred from monies due to the Contractor.

22. HOLDBACK REDUCTION

In the event that all items in the Contract cannot be completed before the current construction season ends, the Director of Parks and Recreation or his authorized designate may, at his sole discretion allow a reduction in the holdback amount, provided that, in the opinion of the Director of Parks & Recreation or his authorized designate, sufficient work has been completed to justify such a reduction.

Whether or not a reduction in holdback will be allowed and the amount of the holdback reduction if any shall be as determined by the Director of Parks & Recreation or his authorized designate and his decision shall be final.

Should a reduction in holdback be approved the provisions contained in Item 17 would apply.

FORM OF TENDER

FOR

CONTRACT NO. 78-39

THIS TENDER SUBMITTED BY PIPES LANDSCAPE CONTRACTORS LTD. FIRM NAME
1272 LAKEVIEW DR. OAKVILLE OR INDIVIDUAL ADDRESS
416-844-9942 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 signature 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 all the Plans, Drawings, Profiles, Specifications, Form of Tender, Information for Tenderers, General Conditions, Agreement and Bond relating thereto, prepared, submitted and rendered available by the Director, Parks and Recreation, and the Purchasing Agent, by and on behalf of the Corporation of the City of Brampton and hereby acknowledged, 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.

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 ninety (90) days after the Tender Closing date whichever 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 for 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 an amount equal to 100% of the Contract, 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 or 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 reasons of such default or failure, or by reason of such acting, as aforesaid, on their part, including the cost of any advertisement 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 be reason of any such default or failure on MY/OUR part.

I/WE PROPOSE SIMCOE & ERIE

A Company which is willing to become bound with ME/US in the amount designated for due performance and fulfillment of the Contract for which this is the Tender.

I/WE agree that the dates of completion as referred to in the General Conditions shall be no later than 30 DAYS.

A Certified Cheque or Bid Bond in an amount equal to 10% (Ten Percent) of the tender price, payable to the Corporation of the City of Brampton (\$ 14,650) fourteen thousand six hundred & fifty /100 is enclosed.

Dated at OKAVILLE this 4th day of July, 19 78.

Donna Pipes
SIGNATURE OF WITNESS

David Pipes
SIGNATURE AND SEAL OF TENDERER

CONTRACT NO. 78-39

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

The Contractor shall prepare this bid legibly in ink or by typewriter.

The Contractor's bid shall be shown in words and also in figures. Any changes, erasures or overwriting of the prices in words shall be initialled.

In the event of any discrepancy between the words and the figures, the words shall be deemed the Contractor's lump-sum price and figures shall be ignored.

| <u>CONTRACT</u> | <u>DESCRIPTION</u> | <u>CONTRACTORS LUMP SUM BID (IN WORDS)</u> | <u>CONTRACTORS LUMP SUM BID (IN FIGURES)</u> |
|-----------------|---------------------------------------|---|--|
| 78-39 | Tree Planting, Sodding and Grading | <i>fourteen thousand \$ six hundred & fifty</i> | <i>\$ 14,650.</i> |
| | TOTAL LUMP SUM PRICE | <i>fourteen thousand \$ six hundred & fifty</i> | <i>\$ 14,650.</i> |

Bidders must bid on all of the above work, no partial bids will be accepted. The Corporation of the City of Brampton reserves the right to award all of the Contract or any portion thereof.

If this Tender is accepted, I/We David Pipes hereby identify this as the Bid Sheet for Contract No. 78-39 by me/us bearing the date this 4th day of July, 1978.

WITNESS DONNA PIPES

SIGNATURE David Pipes

SIGNATURE Donna Pipes

POSITION IN FIRM President

APPENDIX "A"

BID SHEET

| | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|---|-------------------|--------------------|
| Replacement planting including supply, delivery and installation of the following trees as per specifications | | |
| 45 Austrian Pine 5 - 6 ft. high | \$ <u>110.</u> | \$ <u>4950.</u> |
| 180 Russian Olive 5 - 6 ft. high | \$ <u>40.</u> | \$ <u>7200.</u> |
| | | 12,150 |
| Resodding of work area as per specification - Appendix "A" | \$ _____ | \$ <u>2500.</u> |
| | | 14,650 |
| TOTAL LUMP SUM PRICE | \$ _____ | \$ <u>14650.</u> |

The lowest or any tender is not necessarily accepted and the right is reserved to accept any portion thereof.

NAME OF FIRM OR PERSON QUOTING PIPES LANDSCAPING CONTRACTORS LTD

SIGNED BY David Pyes

ADDRESS 1272 LAKEVIEW DR, DAKUILLE

TELEPHONE NO. 416-844-9942

GENERAL CONDITIONS

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

GENERAL TYPE OF CONTRACT: Tree Planting, Sodding and Grading
LOCATION: Dixie Road between Birchbank and Clark Blvd.
ADMISSION OF TENDER: Your tender must be made on this form and returned sealed in the enclosed envelope ON OR BEFORE 2:00 o'clock p.m., E.D.S.T.,

TUESDAY, JULY 4, 1978

addressed to Mr. M.S. Lingard, Purchasing Agent, Supply and Services Section The Corporation of the City of Brampton. (One extra copy of the Form of Tender and Bid Sheet is included for your retention.)

The lowest or any tender is not necessarily accepted and the City reserves the right to accept any portion thereof.

The Contractor shall supply all labour, equipment and materials necessary to complete this contract.

My/our signature hereunder, I/We David Pipes hereby identify this as the General Conditions for Contract No. 78-39 executed by me/us and bearing date the 4th day of July, 1978.

WITNESS DONNA PIPES

SIGNATURE David Pipes

SIGNATURE Donna Pipes

POSITION IN FIRM President

SPECIAL SPECIFICATIONS

Planting of trees, regrading and resodding of area.

SCOPE OF WORK

Planting of Austrian Pine and Russian Olive.

Regrading and sodding of work area.

SITE WORK

1. Description of Work

Perform all planting as staked out by the Parks Landscape Designer and planting lists.

2. Quality Assurance

- a. Work in this section shall be carried out under the supervision of a qualified foreman.
- b. Supplier of plant materials shall meet the standards of the Canadian Nursery Trades Association.
- c. Inspection at source of supply
 1. Make plant materials available for inspection at source of supply when requested in writing by the Parks Representative.
 2. Give timely notice in writing to the Parks Representative when materials are available for inspection at the source.
 3. Approval of plant materials at source of supply shall not impair the right of the Parks Representative to inspect plants upon arrival on the site or during the course of construction and reject plants which have been damaged or which, in any way do not conform to the specifications.
- d. Soil Tests
 1. Topsoil supplied by Contractor shall be tested at Contractor's expense to the approval of Park-representative before work commences.
 2. Testing shall be arranged by Contractor and carried out by a reputable firm.
 3. Topsoil shall be tested for N.P.K. Mg, soluble salt contents, organic matter and pH value.
 4. Submit soil analysis report to Park representative prior to commencement of work.

3. Material and Equipment

a. Transportation and Handling

1. Do not remove labels, attached to plants, until after final inspection.
2. Deliver all plant material to the site in such a manner as to prevent wilt, broken branches or injury to the root system.

b. Storage and Protection

1. Protect plant materials, which cannot be planted immediately upon arrival on site, with soil or similar material to permit drying out and keep moist until planted.
2. Protect plant materials against damage and drying out from the time of digging until planting on site.
3. Tie branches carefully in such a manner so as not to break or damage trunks.

SPECIFICATIONS

3. Material and Equipment-continued

- b 4. Any material damaged while being stored or installed will be rejected by the Parks Representative and the contractor will replace any such material at his own expense.

4. Job Conditions

- a. Plant during suitable weather conditions and time that is approved by the Parks Landscape Designer.

5. Alternatives

a. Materials

- 1. Plant substitutions after closing date of quotation are not allowed unless approved in writing by the Parks Representative.

6. Guarantees and Replacements

- a. Guarantee all plant material for a period of one year commencing on the date of inspection.

b. Replacements:

- 1. Replace, at Contractor's expense, plant materials maintained by Contractor during guarantee period that are found dead, in an unhealthy and unsatisfactory growing condition or in any other way that do not meet the requirements of the specifications.
- 2. The contractor shall not be responsible for the cost of replacements resulting from theft, vandalism, carelessness or neglect on the part of others or any other causes due to circumstances beyond his control.
- 3. Required replacements shall be plants of the same size and species as specified on planting list and supplied in accordance with drawings and specifications.

SPECIFICATIONS

MATERIALS

a. Topsoil

1. Topsoil supplied by Contractor shall be fertile, friable, natural loam containing 4% organic matter for clay loams and 2% minimum organic matter for sandy loams with acidity range of 6.0 of pH to 7.5 pH.
2. Topsoil shall be free of any admixtures of subsoil, clay lumps, stones, and roots over 2" in diameter.

b. Peat Moss

1. Peat moss shall be of partially decomposed fibrous or cellular stems and leaves of Sphagnum mosses.
2. Texture shall vary from porous fibrous to spongy fibrous and be fairly elastic and substantially homogenous.
3. The pH value shall range from 4.5 to 6.0.
4. Moss shall be baled, free of decomposed colloidal residue, wood, sulphur and iron, brown in colour, and finely shredded with shredded particles not exceeding $\frac{1}{4}$ " in size.

c Fertilizers

1. Fertilizers shall be complete commercial fertilizers containing not less than 6-% urea-formaldehyde and the following percentage by weight:

| <u>Nitrogen</u> | <u>Phosphoric Acid</u> | <u>Potash</u> |
|-----------------|------------------------|---------------|
| 10 | 6 | 4 FOR TREES |
| 12 | 6 | 6 FOR SHRUBS |

d Bonemeal

1. Bonemeal shall be a commercial raw bonemeal, finely ground with a minimum analysis of 4% nitrogen and 20% phosphoric acid.

e Plant Materials

1. All plant materials shall meet the Horticultural Standards of the Canadian Nursery Trades Association with respect to grading and quality.
2. Plant materials shall be nursery grown, under proper horticultural practices as recommended by the Canadian Nursery Trades Association.
3. Nomenclature of specified plants shall conform to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of Standardized Plant Names. Names of varieties not named therein are generally in conformity with the names accepted in the nursery trade.
4. Plants dug from native stands, wood lots, orchards or neglected nurseries which have not received proper cultural maintenance as advocated by the Canadian Nursery Trades Association, shall be designated as "Collected plants".
5. "Collected plants" shall not be permitted without written approval from the Director.
6. Plants shall be true to type, structurally sound, well branched, healthy, vigorous, free of disease, insect infestation, rodent damage, sun scald, frost cracks and abrasions or scars to the bark. Plants shall be densely foliated when in leaf and have healthy, well developed root systems.
7. Pruning wounds shall show vigorous bark on all edges and all parts shall be moist and show live, green cambium tissue when cut,
8. Plant materials shall conform to the measurements specified in the Plant List. Plants larger than specified may be used if approved by the Commissioner. The use of larger plants shall not increase the contract price. When larger plants are used, increase the earth ball proportionally to the size of plant.
9. Measure plants when the branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant not from branch tip to root base nor from branch tip to branch tip.

e Plant materials continued

10. Caliper measurements shall be made to the diameter of the trunk 12" above ground as the tree stands in the nursery.

f Mulches

1. Supply and place mulches for tree saucers and planting beds as shown on drawings.
2. Wood chip mulch shall be clean, firm chips, not more than two (2) inches in diameter and free of sticks and chopped branches. (Submit sample for approval).

g Accessories

1. Wrapping material for tree trunks shall be first quality burlap, at least 8 oz./sq. yd. in weight and not less than 6" nor more than 10" in width, or a heavy waterproof crepe paper 4" or 6" wide.
2. Anchors required for the support of large shrubs and trees shall be metal "T" bars or approved equal.
3. Cables, eye bolts and turnbuckles shall be zinc-coated and of sufficient strength to withstand any wind pressure. Turnbuckles shall have a 6" long opening with a 3/8" diameter threaded opening for tightening of turnbuckle for trees exceeding 3" caliper and over. For smaller trees, the opening shall be 3" long with a 1/2" threaded opening.
4. Wires for fastening to anchors shall be pliable #9 gauge minimum galvanized iron wire for trees 3" in caliper and over, and #11 gauge for smaller trees. Cables shall be used for all trees 3" in caliper and over.
5. New black rubber hose, two-ply, reinforced and 1/2" in diameter or approved equal, shall be used to encase wires where they circle the trunk or branches.
6. Wood Stakes for staking shall be 2"x2" fir wood stakes treated with creosote or approved preservative.
7. "T" bars for staking shall be made of steel.

h Mixes

1. Planting soil mixture for filling, planting pits and beds shall consist of 5 parts topsoil and 1 part peat moss.
2. Add 1 lb. bonemeal per cubic yard to this mixture 2M.111.8 (a) unless otherwise specified.
3. Add fertilizer at rates based on soil analysis report.
4. Mix ingredients thoroughly, prior to backfilling in topsoil that is not frozen or muddy.

EXECUTION

1. Inspection

- a Verify surfaces to receive work in this section and report any conditions or defects encountered to the Parks Representative before construction commences.
- b Do not commence work until such conditions or defects have been corrected.
- c Commencement of work implies acceptance of conditions after which there shall be no claim for defects.

2. Preparation

a Ball and Burlap Digging

- 1. Plants specified "B&B" shall be moved with solid balls wrapped in burlap.
- 2. Plants with broken or cracked root balls incurred prior to or during planting shall not be used.
- 3. Plants with burlap, staves or ropes removed prior to transplanting shall not be used.
- 4. The sizes of root balls for trees shall be as specified below. Ball sizes are minimum and shall be adjusted according to growth habits of plants. At any rate ball sizes shall be sufficiently large to contain at least 75% of the fibrous root system.

| <u>Deciduous Trees</u> | <u>Caliper</u> | <u>Root Ball Diameter</u> |
|-------------------------|----------------|---------------------------|
| | 1" - 1½" | 2' - 0" |
| | 2" | 2' - 6" |
| | 3" | 3' - 0" |
| | 4" | 3' - 6" |
| | 5" | 4' - 6" |
| | 6" | 5' - 0" |
| | 8" | 6' - 0" |
| | 10" | 7' - 6" |
| <u>Coniferous Trees</u> | <u>Height</u> | <u>Root Ball Diameter</u> |
| | 6' - 8' | 2' - 6" |
| | 8' - 10' | 3' - 0" |
| | 10' - 12' | 3' - 6" |
| | 12' - 15' | 4' - 0" |
| | 15' - 18' | 4' - 6" |

For deciduous trees with a caliper of more than (10") ten inches and for coniferous trees over (18') eighteen feet in height, the diameter of the root ball shall be increased (6") six inches for every additional (1") one inch in caliper, or every (1') one foot in height.

EXECUTION

2. Preparation continued

a Ball and Burlap Digging

5. The ball depth-ratio for "B&B" deciduous and coniferous trees shall be not less than 18" or 50% of ball diameter.
6. All root balls less than 1' - 6" in diameter shall be burlapped with 5 oz. Hessian burlap or approved equal. Balls from 1' - 6" to 2' - 6" in diameter shall be double burlapped. Balls 3' - 0" and larger in diameter shall be double burlapped and drum laced with 1/4" rope at 8" spacing.
7. Plants moved with frozen ball shall be moved only when balls are complete, and root systems intact. Such plants shall be planted as soon as possible after digging.

b Planting Pits

1. Locate planting pits and obtain approval from the Parks Landscape Designer prior to excavation.
2. Excavate planting pits for trees and large shrubs to the following minimum sizes:

| <u>Deciduous Trees</u> | <u>Root Ball Diameter</u> | <u>Planting Pit Sizes</u> |
|-------------------------|---------------------------|--------------------------------|
| | 2' - 0" | 9" clearance around root ball |
| | 2' - 6" | 9" clearance around root ball |
| | 3' - 0" | 12" clearance around root ball |
| | 3' - 6" | 12" clearance around root ball |
| | 4' - 6" | 18" clearance around root ball |
| | 5' - 0" | 18" clearance around root ball |
| | | |
| <u>Coniferous Trees</u> | 6' - 0" | 24" clearance around root ball |
| | 7' - 6" | 24" clearance around root ball |
| | 2' - 6" | 12" clearance around root ball |
| | 3' - 0" | 12" clearance around root ball |
| | 3' - 6" | 18" clearance around root ball |
| | 4' - 0" | 18" clearance around root ball |
| | 4' - 6" | 24" clearance around root ball |

Pits shall be deep enough to allow a minimum depth of (6") six inches of planting soil mixture under the root ball.

3. Installation

a Plant Installation

1. Place a layer of loose, unfrozen soil mixture to a minimum depth of 6" under each plant.
2. Set plants plumb in the centre of pits to achieve the same relation to grade as originally given after settlement of soil under plant has taken place.
3. Place trees and plants to give the best appearance or relationship to adjacent structures and to the approval of the Parks Landscape Supervisor.

EXECUTION

3. Installation continued

a Plant Installation continued

4. Pull all burlap, ropes, wires and any other binding away from the top of the ball.
5. Place bare root plants with roots in natural position.
6. Backfill soil mixture (2M-111.9) in layers not exceeding 6" in depth.
7. Tamp each layer firmly in place in such a manner that the plant retains its vertical position. Ensure that no air pockets remain under or around the roots.
8. Water soil mixture thoroughly when hole is half full and again when full.
9. Construct an earth saucer around each plant not in a planting bed, to retain water around the roots of the plant. The saucer shall have a diameter as large as the excavated area.

b Tree Wrapping

1. Wrap the main stem of each tree having a caliper of 2" or greater
2. Apply wrapping neatly in a spiral manner with overlap starting at grade and extending upwards to just above the second branches.
3. Tie wrapping in place with a suitable cord.
4. Spray trunks with a wettable powder of a long residual insecticide before applying the wrapping for borer protection.

c Tree Support

1. Guying

- i Brace trees in an upright position by three guys fastened to anchors.
- ii Insert a turnbuckle in each guy in such a manner that the guy can easily be kept taut.
- iii Cover cables with pieces of rubber hose at points of contact with the bark.
- iv Place guys around the trunk at a point higher than the lowest branches of the trees in such a manner that branches will not be subject to undue strain.
- v Space anchors equally around tree pit at a distance of not less than 2 feet outside the edge of the tree pit with the top of the anchors not less than 2" below finished grade.

2. Wood Staking

Secure all coniferous trees under 6' in height with 2 wooden stakes as per detail D-2M-111.4.

3. "T" Bar Staking

Secure all deciduous trees, 2½" caliper or less with 2 steel "T" bars as per detail D-2M-111.1.

EXECUTION

3. Installation continued

d Pruning

1. Prune all plants after planting.
2. Limit pruning to the minimum necessary to remove dead or injured branches and to compensate for the loss of roots as a result of transplanting operations.
3. Prune in such a manner as to preserve the natural character of the plants.
4. Do not remove leaders.
5. Use clean, sharp tools.
6. Trace cuts, bruises or scars on the bark back to living tissue leaving clean flesh with no stubs.
7. Shape affected areas so as not to retain water.
8. Paint all treated areas with an approved tree paint.

4. Maintenance and Clean - up

a Maintenance Data

1. Maintain all plant materials immediately after installation until the date of acceptance unless otherwise specified.
2. Maintenance shall include all measures necessary to establish and maintain all plants in an acceptable, vigorous and healthy growing condition including, but not limited:
 - i cultivating and weeding of planting and tree pits. Herbicide used for weed control shall be applied in accordance with manufacturer's recommendations. Damage resulting from Contractor's use of herbicides shall be remedied at his own expense.
 - ii Watering when required and sufficient to saturate root system
 - iii Pruning, including the removal of dead or broken branches and treatment of pruning wounds.
 - iv Disease and insect control when required. When chemicals are used for such control, use in accordance with manufacturer's recommendations.
 - v Maintain all accessories in good condition such as tree wrappings, tree guys, turnbuckles, stakes, including adjustment of turnbuckles to keep tight and repair or replace all such accessories when required.

General conditions to be read as general conditions of the City of Brampton.

DO NOT CUT A LEADER

T BAR MADE OF STEEL
#11 WIRE (GALVANIZED) &
CASED IN 1/2" Ø RUBBER

WRAP ALL DECIDUOUS TR
WITH APPROVED TREE WR
FROM TOP OF BALL TO 12
LEAVE FIRST BRANCH

2" WOODCHIP MULCH

CUT & REMOVE EURLAP F
TOP OF ROOT BALL.

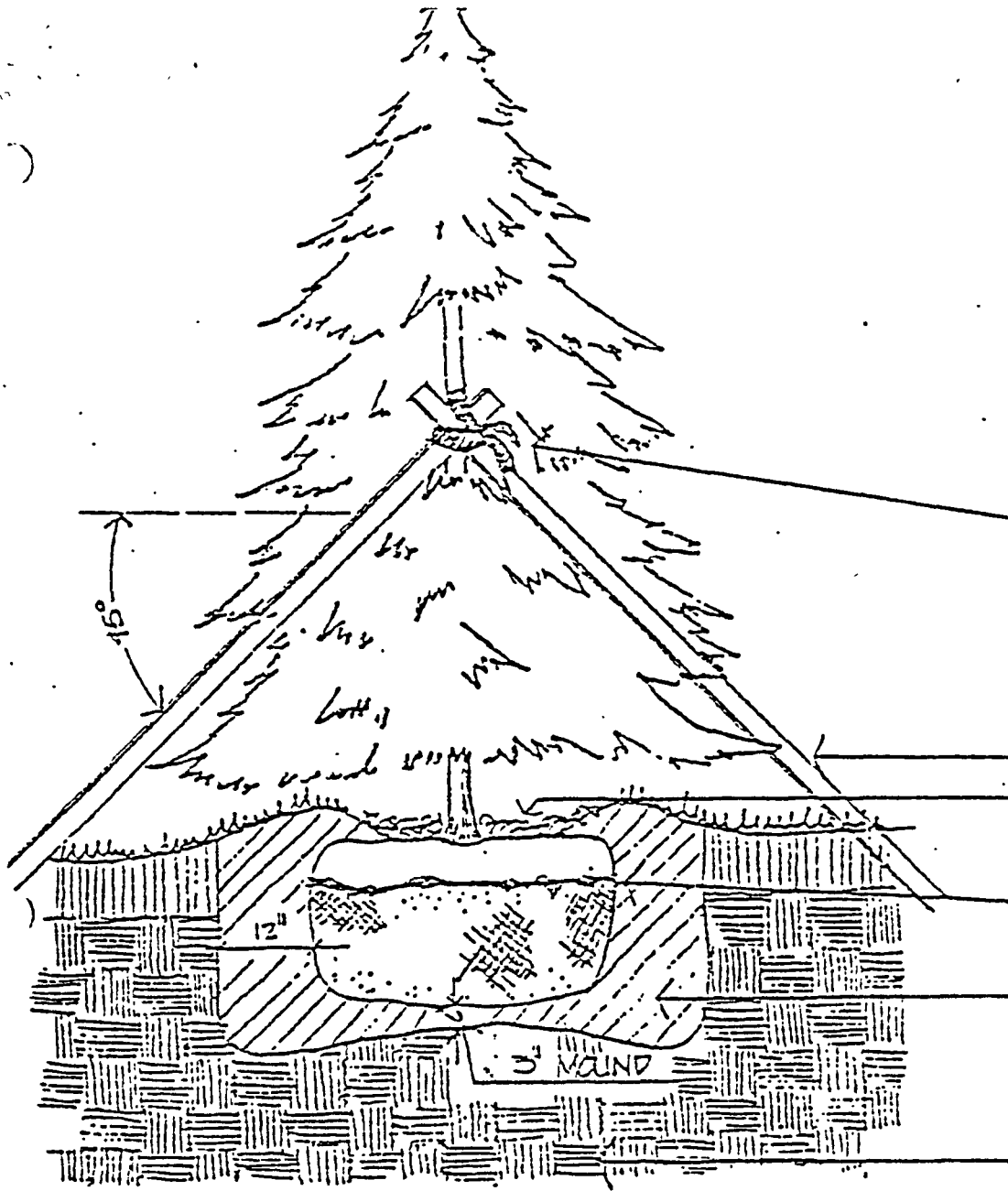
PLANTING SOIL MIXTURE
AS SPECIFIED.

FIRMLY COMPACT BACK
FILLED SOIL TO ELIMINATE
AIR POCKETS AND PREVENT
SETTLEMENT.

NOTES:

1. ALL TREES 2 1/2" CAL. OR LESS, INSTALLED IN LAWN OR PLANTING AREAS SHALL BE STAKED, (EXCEPT CONIFERS)
2. PAINT ALL CUTS TO ROOTS AND BRANCHES OVER 1/2" Ø WITH APP'VD. TREE

D-2M-111-1



SECURE TWO (2) STAKES
ON TO MAIN TRUNK WITH
APPROVED SOFT
ROPE. ENSURE THAT
STAKES ARE NOT
CONTACT WITH BARK

2" X 2" FIR WOOD STAKES
TREATED WITH CR
OR APPROVED ECUE
SECURE INTO GROUND
A MIN. OF 1'-6"

2" WOODCHIP MULCH

CUT AND REMOVE BARK
FROM TOP OF ROOT

PLANTING SOIL MOUND
AS SPECIFIED

FIRMLY COMPACT
BACKFILLED SOIL
ELIMINATE AIR POCKETS
AND PREVENT SETTLING

NOTES:

1. ALL CONIFEROUS TREES UNDER SIX (6) FOOT IN HEIGHT AND INSTALLED IN LAWN OR PLANTING AREAS SHALL HAVE TWO (2) STAKES AS SUPPORTS.
2. PAINT ALL CUTS TO ROOTS AND BRANCHES OVER 1/2" Ø WITH APPR. TREE PAINT.
3. THE ABOVE DETAIL DOES NOT REPRESENT ANY SPECIFIC VARIETY

1. Preparation of sod bed
It is imperative that sufficient preparation be carried out prior to sodding to endure a fine, friable but firm sod bed a minimum of 4" of topsoil is required.
2. Area
Areas to be sodded shall be the disturbed work area.
3. Fertilizer
Prior to commencement of sodding operations, twenty percent (20%) superphosphate shall be evenly spread over the whole of the approved top soiled area at the rate of twenty pounds (20) per 1,000 square feet. This application shall be thoroughly incorporated into the top soil. In addition 10-6-4 fertilizer shall be applied directly to the sod at the rate of twenty pounds (20) per 1,000 square feet. This application shall only be permitted between April 1st and September 30th. Sodded areas finished after September 30th shall receive this application the following spring.
4. Type of sod
All sod must be approved by the Director, or his delegate prior to/and upon the delivery of the sod.

The sod shall contain a 50% mixture of Kentucky Bluegrass and 50% of Merion Bluegrass and shall be cut from areas reasonably free of weeds, mosses and stones.

Sod shall meet specifications of the National Sod Growers Association.

The sod shall not be permitted to dry out before laying.

Prior to laying sod supply, apply, grade and firm topsoil to a minimum depth of four (4) inches of the entire area or prepare existing soil to a soil suitable to receive sod to the satisfaction of the Parks representative upon inspection. The topsoil and or existing soil shall not have any stones, roots or pieces of old sod greater than two (2) inches diameter. Sod shall be laid so that it is even and closely knit together. No overlapping of sod, gaps between sods or thin sections within sod strips shall be permitted.

The whole area shall be graded so as not to allow any ponding of water.

APPENDIX "A"

4. Type of Sod
Continued

In all cases sod surfaces shall be even with adjoining surfaces whether they are to be paved, sodded or to be left in natural state. Under no circumstances shall sod be laid in such a manner that it obstructs the flow of surface water from adjoining surfaces.
5. Care of Sod

Immediately following the sod laying, water shall be thoroughly applied to ensure moisture penetration of two (2) to three (3) inches through sod, soil and sub-soil. Contractor is responsible for the water supply for watering purposes. After the soil has dried out to a point where the structure will not be damaged, the sod shall be rolled with a medium weight roller twice in opposite directions or tamped to provide a uniform surface.

The Contractor shall be fully responsible for the cutting and watering of all sodded areas until such time as the lawns are accepted by the Director, thirty (30) days from the day of completion.
6. Clean up

The Contractor must clean the roads, walks, patios, gutters, etc. of all sod, debris, excess earth, etc. resulting from his sodding operations at no additional cost to the City. This operation must be carried out with the completion of sodding operations on a daily basis.
7. Damages

All damages to existing sod, walks, trees, plants or buildings shall be made good by the Contractor at no cost to the City of Brampton.

PERFORMANCE AND MAINTENANCE BOND

Bond No. _____

Contract _____

Account _____

KNOW ALL MEN BY THESE PRESENTS, that we _____
(The Contractor)

hereinafter called "The Principal", and

(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 \$ _____ 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

_____ of _____, 19 ____.

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

(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 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

Witness signs here

(Seal)
Principal signs here and
seal where applicable

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

Witness signs here

(Seal)
Surety Company Officer
signs here with seal

CERTIFICATE OF LIABILITY INSURANCE

(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

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

THIS IS TO CERTIFY THAT _____
(CONTRACTOR)

Whose Address is _____
has comprehensive liability insurance in this Company under Policy
No. _____ 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 \$500,000.00 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.

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

With respect to Contract No. _____ for the Construction of _____

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

DATE: _____

COUNTERSIGNED: _____

This Agreement made in Quadruplicate this _____ day of _____, 19__

BETWEEN:

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

-AND-

(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:

(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 Director of Parks and Recreation, 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 Information to Bidders 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 and in respect of the works the sum of

DOLLARS (\$ _____)

Subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the Provision that the Corporation may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

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 Director, Parks and Recreation, 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 Director, Parks and Recreation at the following addresses:

THE CONTRACTOR:

THE DIRECTOR, PARKS AND RECREATION
D. M. Gordon,
Director, Parks and Recreation,
City of Brampton
150 Central Park Drive
Bramalea, Ontario

ARTICLE 6

A copy of each of the Contract documents is hereto annexed and together with the Specs 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 the contract contained, nor from any position or situation of the parties at any time, 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 affect 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 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 fulfil, 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.

September 11th 19 78.



BY-LAW

No. 214-78

To authorize the execution of
Contract No. 78-39 with Pipes
Landscaping Contractors Limited.
(TREE PLANTING)