



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 223-78

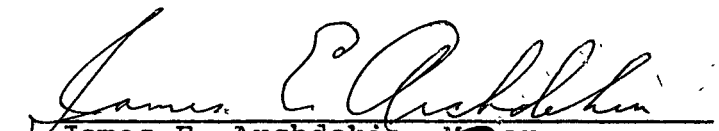
To authorize the execution of Contract  
No. 78-126 with Graham Bros. Construction  
Limited.

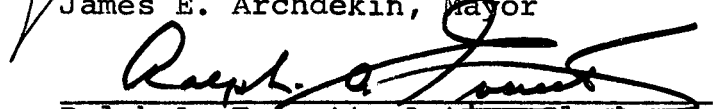
WHEREAS it is deemed expedient to enter into and execute  
Contract No. 78-126 with Graham Bros. Construction Limited;

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. 78-126 with Graham Bros. 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. 78-126 attached hereto as Schedule "A", with  
Graham Bros. Construction 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

FORM OF TENDER  
AND  
SCHEDULE OF QUANTITIES AND UNIT PRICES  
CONTRACT #78-126

FORM OF TENDER

FOR

CONTRACT NO. 78-126

THIS TENDER SUBMITTED BY GRAHAM BROS.  
CONSTRUCTION LIMITED FIRM NAME  
OR  
INDIVIDUAL  
290 CLARENCE ST. BRAMPTON ADDRESS

453-1260 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 BY THE CITY ENGINEER, 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 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 AGREE 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 AWARDED 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 QUADRUPPLICATE WITHIN 10 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 REASON 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 BY REASON OF ANY SUCH DEFAULT OR FAILURE ON MY/OUR PART.

I/WE PROPOSE CONTINENTAL INSURANCE COMPANIES

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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 DATES OF COMPLETION AS REFERRED TO IN THE GENERAL CONDITIONS SHALL BE FIFTEEN WORKING DAYS (15) FROM THE DATE OF WRITTEN ORDER TO COMMENCE WORK. THE CONTRACTOR AGREES TO PAY THE CORPORATION AS LIQUIDATED DAMAGES THE SUM OF \$100.00 (ONE HUNDRED DOLLARS) PER DAY FOR EACH AND EVERY DAY THAT ANY PORTION OF THE WORK REMAINS INCOMPLETED AFTER THE TIME OF COMPLETION AS SPECIFIED ABOVE.

A CERTIFIED CHEQUE OR A BID BOND IN THE AMOUNT OF (\$ 5000.00 )

FIVE THOUSAND <sup>xy</sup> /100 IS

ENCLOSED. DATED AT BRAMPTON ONT. THIS 5<sup>TH</sup> DAY OF SEPTEMBER, 19 78.

[Signature]  
SIGNATURE OF WITNESS

[Signature]  
SIGNATURE AND SEAL OF TENDERER

SCHEDULE OF ITEMS AND UNIT PRICES

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
1.	SUPPLY PLACE AND COMPACT H.M.H.L. ASPHALT TO M.T.C. 310 SPECIFICATIONS (H.L.6) INCLUDING PADDING.	2,300	TONS	<u>14.30</u>	<u>32,890</u>
2.	SUPPLY PLACE AND COMPACT H.M.H.L. ASPHALT TO M.T.C. 310 SPECIFICATIONS (H.L.3)	1,200	TONS	<u>14.30</u>	<u>17,160</u>
3.	ASPHALT BURNING	50	LIN.FT.	<u>5.00</u>	<u>250.00</u>

TOTAL TENDER PRICE \$ 50,300.00

ESTIMATED VALUE OF MATERIALS TO BE INCORPORATED INTO PERMANENT WORKS \$ 17,300.00

ESTIMATED VALUE OF LABOUR \$ 10,000.00

ESTIMATED VALUE OF OTHER THINGS \$ 23,000.00

TOTAL (MUST INCLUDE TOTAL TENDER PRICE) \$ 50,300.00

*[Handwritten Signature]*  
(CONTRACTOR'S SIGNATURE)

CONTRACT NO. 78-26

THIS AGREEMENT MADE IN QUADRUPLICATE THIS 15th DAY OF September, 19

BETWEEN:

THE CORPORATION OF THE CITY OF  
BRAMPTON

(HEREINAFTER CALLED THE "CORPORATION"  
OF THE FIRST PART

-AND-

GRAHAM BROS. 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 :

ASPHALT REPAIR RUTHERFORD ROAD SOUTH

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(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:

Grahm Bros. Construction Limited,  
290 Clarence Street,  
Brampton, Ontario.  
L6W 1T4

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 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.

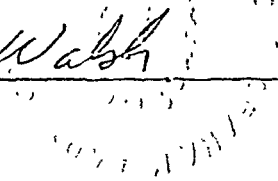
IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE D.Y AND YEAR FIRST ABOVE WRITTEN; OR CAUSED THEIR CORPORATE SEALS TO BE AFFIXED, ATTESTED BY THE SIGNATURE OF THEIR PROPER OFFICERS AS THE CASE MAY BE.

M.M. Walsh  
WITNESS AS TO SIGNATURE OF CONTRACTOR

GRAHAM BROS. CONSTRUCTION LIMITED

19 Esplanade Rd  
ADDRESS Brampton

OCCUPATION P. ENG

T. Walsh  


CORPORATION OF THE CITY OF BRAMPTON

James O. Dickson  
MAYOR

[Signature]  
CLERK

ED September 11 19 78.

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# BY-LAW

No. 223-78

To authorize the execution of Contract  
No. 78-126 with Graham Bros. Construction  
Limited.