



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 229-76

A By-law to authorize the execution
of Contract #76-102 with Armbro
Materials & Construction Ltd.
(CONSTRUCTION OF NORTH PARK DRIVE)

WHEREAS it is deemed expedient to enter into and execute
Contract No. 76-102 with Armbro Materials & Construction
Ltd;

NOW THEREFORE the Council of the Corporation of the City
of Brampton ENACTS as follows:

1. That the City of Brampton enter into and execute
Contract No. 76-102 with Armbro Materials &
Construction Ltd., attached hereto as Schedule 'A'.
2. That the Mayor and the Clerk are hereby authorized
to affix their signatures to the said Contract
No. 76-102, attached hereto as Schedule 'A', with
Armbro Materials & Construction Ltd.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 8th day of November, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF AGREEMENT

CONTRACT # 76-102

This agreement made in quadruplicate this 18th
day of October 19 76.

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

-AND- Armbro Materials & Construction Ltd.
(Hereinafter called the "Contractor" of
the second part)

WITNESSETH

That the Corporation and the Contractor in consider-
ation 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:

Construction of North Park Drive

(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 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 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 (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:

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.

PERFORMANCE AND MAINTENANCE BOND

Bond No. Y 1938507 Account _____ Contract 76-102

KNOW ALL MEN BY THESE PRESENTS, that we Armbro Materials & Construction Ltd. (the Contractor)

hereinafter called 'the Principal', and

TRAVELLERS INDEMNITY COMPANY OF CANADA
(the Bonding Company)

hereinafter called 'the Surety' are jointly and severally held and firmly bound unto the Corporation of the City of Brampton hereinafter called 'the Obligee', its successors and assigns, in the sum of \$ 163,755.10 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

15th of October 1976.

Whereas by an Agreement in writing dated the 18th day of October 1976 the Principal has entered into a contract with the Obligee, hereinafter called the 'Contract', for the construction, alteration, repair, or maintenance of: _____

Construction of North Park Drive

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 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

ARBRO MATERIALS & CONSTRUCTION LTD.

Witness Signs here

By: *[Signature]*
Principal signs here and
seal where applicable

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

Travellers Indemnity Company of Canada

Witness signs here

by *[Signature]*
Surety Company Officer
signs here with seal

P. C. Searle, Attorney-in-Fact

TO: THE CORPORATION OF THE CITY OF BRAMPTON,
 .24 Queen Street East,
 Brampton, Ontario

CERTIFICATE OF INSURANCE

This is to certify that the following insurance policies have been issued to:



ARM BRO HOLDINGS LIMITED; ARMSTRONG HOLDINGS (BRAMPTON) LIMITED;
 ARM BRO MATERIALS & CONSTRUCTION LIMITED; ARM BRO TRANSPORT LIMITED;
 ARM BRO WAREHOUSING LIMITED; ARM BRO DEVELOPMENTS LIMITED;
 MONTCALM CONSTRUCTION INC., and all subsidiary, controlled, affiliated or
 associated companies, jointly and severally.

Address of Insured: P.O. Box 1000, Brampton, Ontario L6V 2L9

TYPE OF INSURANCE	COMPANY	POLICY NUMBER	LIMITS OF LIABILITY
Comprehensive General Liability	The Canadian Indemnity Company	3L 4595	Inclusive Limit Bodily Injury & Property Damage Liability Combined: 500,000. each occurrence 500,000. aggregate products
Owned Automobile Liability	The Canadian Indemnity Company	7075500	500,000. inclusive limit
Non-Owned Automobile Liability	The Canadian Indemnity Company	3L 4595	500,000. inclusive limit
UMBRELLA LIABILITY	AMERICAN HOME INS. CO.	BE 3377876	10,000,000. each occurrence,
2nd Excess	"	XLC 9014712	aggregate where applicable, in 5,000,000.
3rd Excess	"	CE 3449689	excess of above primary insurance policies 5,000,000.

DESCRIPTION & LOCATION OF OPERATIONS & AUTOMOBILES COVERED

All operations of Insured and all licensed vehicles owned and operated by Insured.

SPECIAL NOTES: ALL OPERATIONS OF THE INSURED UNDER CONTRACT WITH THE CORPORATION OF THE CITY OF BRAMPTON. POLICY INCLUDES LIABILITY ASSUMED UNDER CONTRACT.

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.

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

HARRY PRICE, HILBORN INSURANCE LIMITED
 7 King Street East, Toronto, Ontario M5C 1A2
 (416) 868-2800

DATE: October 26th, 1976

PASSED November 8, 19 76



BY-LAW

No. 229-76

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(CONSTRUCTION OF NORTH PARK DRIVE)