

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 109-74

A By-law to authorize the execution of Contract No. 74-118 with Pave-Al Limited. (Major road repairs on various streets within the City of Brampton)

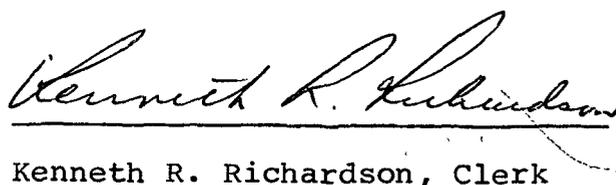
WHEREAS it is deemed expedient to enter into and execute Contract No. 74-118 with Pave-Al Limited;

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. 74-118, attached hereto as Schedule "A", with Pave-Al Limited.
2. That the Mayor and the Clerk are hereby authorized to affix their signatures to the said contract, attached hereto as Schedule "A", with Pave-Al Limited.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council this 23rd day of September, 1974.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

CONTRACT NO. 74-118

THIS AGREEMENT MADE IN QUADRUPLICATE THIS 17TH DAY OF JULY, 197

BETWEEN:

THE CORPORATION OF THE CITY OF
BRAMPTON

(HEREINAFTER CALLED THE "CORPORATION"
OF THE FIRST PART

-AND-

PAVE-AL 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:

MAJOR ROAD REPAIRS 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, 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:
PAVE-AL LIMITED,
6205 AIRPORT ROAD,
MISSISSAUGA, ONTARIO.

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 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.

J. Alexander
WITNESS AS TO SIGNATURE OF CONTRACTOR

6205 Airport Road, Miss
ADDRESS

OCCUPATION Accountant

PAVE-AL LIMITED
[Signature]

CORPORATION OF THE CITY OF
BRAMPTON

James E. Archbold
MAYOR

Kenneth Richardson
CLERK