

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 109-75


A By-law to authorize
the execution of a
Contract with Graham
Bros. Construction Limited.

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

1. That the Corporation of the City of Brampton enter
into and execute Contract No. 75-106, attached hereto
as Schedule "A", with Graham Bros. Construction
Limited.

2. That the Mayor and the Clerk are hereby authorized
to affix their signatures to the said Contract No.
75-106, attached hereto as Schedule "A", with
Graham Bros. Construction Limited.

READ a FIRST, SECOND, and THIRD TIME and PASSED in OPEN
COUNCIL this 23rd day of June, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF AGREEMENT

CONTRACT # 75-106

This agreement made in quadruplicate this 10th
day of June 1975.

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

-AND- ^{S. W. S.} Graham Bros. Construction Limited
(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:

Reconstruction of McMurphy Avenue, South

(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.

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.

 T. Walsh)

WITNESS AS TO SIGNATURE OF CONTRACTOR))

 Wm. E. ...

 290 CLARENCE ST. BRAMPTON)
ADDRESS)

OCCUPATION GEN. MGR.)

CORPORATION OF THE CITY OF BRAMPTON

(MAYOR)

 James E. ...

(CLERK)

 Kenneth L. ...

PERFORM 'CE AND MAINTENANCE BOND

Bond No. BND 202 29 75 Account _____ Contract 75-106

KNOW ALL MEN BY THESE PRESENTS, that we _____
GRAHAM BROS. CONSTRUCTION LIMITED (the Contractor)

hereinafter called 'the Principal', and
THE CONTINENTAL 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 \$420,679.35 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
10th of June 19 75.

Whereas by an Agreement in writing dated the 10th day of June 19 75 the Principal has entered into a contract with the Obligee, hereinafter called the 'Contract', for the construction, alteration, repair, or maintenance of: _____

Reconstruction of McMurphy Avenue South, Contract 75-106

City of 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 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

BW Ash

Witness Signs here

Wm Seaton

Principal signs here and seal where applicable

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

Suzanne Revick

Witness signs here

THE CONTINENTAL INSURANCE COMPANY

M. Scott

M. Scott, Attorney.

Surety Company Officer signs here with seal

CERTIFICATE OF LIABILITY INSURANCE

THE CONTINENTAL INSURANCE COMPANY
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON
24 Queen Street East,
Brampton, Ontario L6V 1A4

THIS IS TO CERTIFY THAT: GRAHAM BROTHERS CONSTRUCTION LIMITED
CONTRACTOR

whose address is 290 Clarence Street, Brampton, Ontario

has comprehensive liability insurance in this company under
Policy Number 3-192897 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, under-
pinning, 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.

This policy expires on December 31, 1976

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

RE: Reconstruction of McMurphy Avenue South, Contract 75-106 - City of Brampton.

June 10, 1975
DATE


COUNTERSIGNED