

THE CORPORATION OF THE CITY OF BRAMPTON

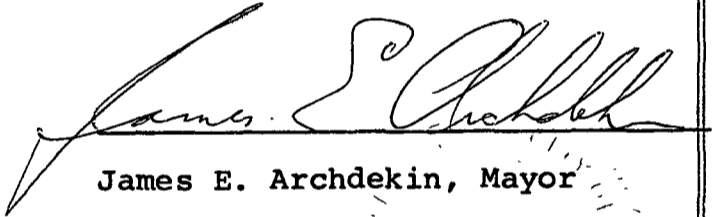
BY-LAW NUMBER 122-75

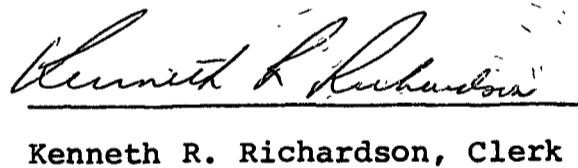
A By-law to authorize the
execution of a Contract with
Caledon Sand & Gravel Limited

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. 75-121, attached hereto as
Schedule "A", with Caledon Sand & Gravel Limited for
gravel resurfacing.
2. That the Mayor and the Clerk are hereby authorized to
affix their signatures to the said Contract No. 75-121,
attached hereto as Schedule "A", with Caledon Sand & Gravel
Limited.

READ a FIRST, SECOND, and THIRD TIME and PASSED in OPEN COUNCIL
this 7th day of July, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

CONTRACT NO. 75-121

THIS AGREEMENT MADE IN QUADRUPLICATE THIS 24th DAY OF June, 191975

BETWEEN:

THE CORPORATION OF THE CITY OF
BRAMPTON

(HEREINAFTER CALLED THE "CORPORATION
OF THE FIRST PART

-AND-

CALEDON SAND & GRAVEL LIMITED *SL*

(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:

SUPPLY AND SPREAD CLASS 'A' GRANULAR ON

VARIOUS CITY STREETS.

(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:

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.

[Signature]
WITNESS AS TO SIGNATURE OF CONTRACTOR

5 Cypress Ave. Weston
ADDRESS

OCCUPATION
Sales Manager

CALEDON SAND & GRAVELS LIMITED

Per: *[Signature]*

CORPORATION OF THE CITY OF
BRAMPTON

[Signature]
MAYOR

[Signature]
CLERK

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OF THE FIRST PART

-AND-

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THE CONTRACTOR:

THE ENGINEER:
J.F. CURRAN, P.ENG.
CITY ENGINEER
CITY OF BRAMPTON
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John L. [Signature]
WITNESS AS TO SIGNATURE OF CONTRACTOR

CALEDON SAND & GRAVEL LIMITED

5 Cypress Ave. Weston, Ontario.
ADDRESS

Per: *Stanley Johnson*

OCCUPATION
Sales Manager

CORPORATION OF THE CITY OF
BRAMPTON

James E. [Signature]
MAYOR

Herbert A. [Signature]
CLERK

2 Bloor Street East
Toronto, Ontario
M4W 3C4
Telephone (416) 965-8666

The Workmen's Compensation Board

TO Town of Brampton



May 28, 1975

060746

Caledon Sand and Gravel
3185 A Bathurst Street
Toronto, Ontario
Attention: Mr. J. Sartell

REGARDING FIRM

Re: 75-121

GENTLEMEN:

THE ABOVE MENTIONED FIRM HAS COMPLIED WITH THE REQUIREMENTS OF THE
WORKMEN'S COMPENSATION ACT AND IS IN GOOD STANDING AS OF THIS DATE.

UNDER SECTION 9 OF THE ACT THE PRINCIPAL IS LIABLE TO PAY ANY ASSESSMENT
FOR WHICH THE CONTRACTOR IS LIABLE AND DOES NOT PAY. FOR HIS OWN
PROTECTION THE PRINCIPAL SHOULD THEREFORE REQUIRE THE CONTRACTOR TO
PRODUCE EVIDENCE THAT HE IS IN GOOD STANDING WITH THE BOARD BEFORE FINAL
SETTLEMENT IS MADE.

YOURS VERY TRULY,

W.J. GRAHAM
SUPERVISOR
COLLECTION SECTION
ACCOUNTING BRANCH

CERTIFICATE OF LIABILITY INSURANCE

GUARDIAN ASSURANCE COMPANY LIMITED

(INSURANCE COMPANY)

TO: CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 24 QUEEN STREET, EAST, BRAMPTON, ONTARIO.

THIS IS TO CERTIFY THAT CALEDON SAND & GRAVEL LIMITED
(CONTRACTOR)

Whose address is 3185A Bathurst Street, Toronto, Ontario

Has Comprehensive Liability Insurance in this Company under

Policy No. 0918396 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 \$1,000,000.00 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.

This Policy Expires on June 1st, 1976

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

DATE: June 23rd, 1975

COUNTERSIGNED:

G. L. Hackett

LAW INSURANCE AGENCIES LIMITED