



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

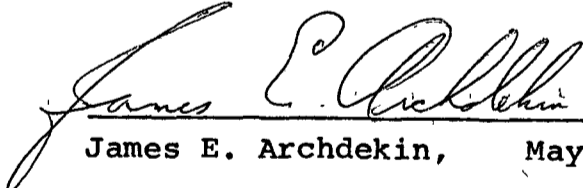
Number 142-76

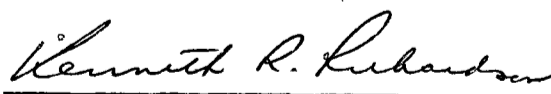
A By-law to authorize the execution of an Agreement between The Corporation of the City of Brampton and Armbro Materials and Construction Ltd.

The Council of The Corporation of the City of Brampton  
ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between The Corporation of the City of Brampton and Armbro Materials and Construction Ltd., attached hereto as Schedule 'A'.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 21st day of June, 1976.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

THE CORPORATION OF THE CITY OF BRAMPTON  
FORM OF AGREEMENT

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CONTRACT # 76-119

This agreement made in quadruplicate this 1 st  
day of June 1976.

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  
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(a) A general description of the work is:

Gravel resurfacing  
\_\_\_\_\_  
\_\_\_\_\_

(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  
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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

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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

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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

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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:  
 Ambro Materials & Construction  
 Ltd.  
 P.O. Box 1000  
 Brampton, Ontario  
 L6V 2L9

THE ENGINEER:  
 J. F. Curran, P.Eng.  
 City Engineer  
 City of Brampton  
 24 Queen Street East  
 Brampton, Ontario

ARTICLE 6

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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

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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

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Time shall be deemed the essence of this contract.

ARTICLE 9

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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

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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.

*Bryan Berbert*

WITNESS AS TO SIGNATURE OF CONTRACTOR )

*[Signature]*

President

Box 1000, BRAMPTON )  
ADDRESS )

OCCUPATION General Manager )

CORPORATION OF THE CITY OF BRAMPTON

(MAYOR)

*James E. Archdick*

(CLERK)

*Kenneth L. Richardson*

FORM OF TENDER

FORM OF TENDER

FOR

CONTRACT NO. 76-119

THIS TENDER SUBMITTED BY ARMBRO MATERIALS & CONSTRUCTION LTD.

FIRM NAME  
OR  
INDIVIDUAL  
ADDRESS

BOX 1000, BRAMPTON, ONTARIO.

451 - 7200 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 Ninety(90) 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 AWARDING 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 TRIPLICATE WITHIN (Ten) 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 Travellers Indemnity Company  
of Canada

A COMPANY WHICH IS WILLING TO BECOME BOUND WITH ME/US IN THE AMOUNT DESIGNATED FOR THE DUE PERFORMANCE AND FULFILMENT 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 THIRTY (30) WORKING DAYS 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 (\$ 5,000.00 )

-- Five Thousand -----xx/100 is

ENCLOSED. DATED AT Brampton THIS 7 DAY  
OF May, 1976.

Bryan Beckett  
SIGNATURE OF WITNESS

J. R. H. [Signature]  
SIGNATURE AND SEAL OF TENDERER

ITEMIZED BID SHEET FOR CONTRACT NO. 76-119

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

THE CONTRACTOR SHALL PREPARE THIS BID LEGIBLY, IN INK OR TYPEWRITER.

THE CONTRACTOR SHALL SUPPLY THE NAME AND THE LOCATION OF PIT OR PITS TO BE USED.

ESTIMATED QUANTITY FOR THIS CONTRACT - 35,000 TONS

SUPPLY OF CLASS "A" CRUSHED GRAVEL AND SPREAD ON CITY ROADS IN THE LOCATIONS AS DIRECTED BY THE CITY ENGINEER. THE AREAS ARE DEFINED ON THE SCHEDULE 1 ATTACHED TO AND FORMING PART OF THIS TENDER.

SOURCE OF MATERIAL (1) ... Caledon Pit, Caledon .....

... Bovaird's Pit, Brampton .....

35,000 TONS @ 2.60 PER TON DELIVERED \$ 91,000.00

(A) THE QUANTITIES AND LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE INCREASED, DECREASED OR CHANGED AT THE DISCRETION OF THE CITY ENGINEER.

A CERTIFIED DEPOSIT CHEQUE PAYABLE TO THE CITY OF BRAMPTON IN THE AMOUNT OF \$ 5,000.00 IS ATTACHED HERETO, AS SPECIFIED.

BY MY/OUR SIGNATURE HEREUNDER, I/WE ARMBRO MATERIALS & CONSTRUCTION

HEREBY IDENTIFY THIS AS THE ITEMIZED BID SHEET FOR CONTRACT #76-119

EXECUTED BY ME/US AND BEARING DATE THE 7 DAY OF May, 1976.

Bryan Burkart  
WITNESS

[Signature]  
SIGNATURE

[Signature]  
SIGNATURE

Vice-President  
POSITION IN FIRM

SCHEDULE 1

MAJOR GRAVEL RESURFACING

1. 5TH SIDEROAD FROM EIGHTH LINE EAST TO HWY. #50
2. 10TH LINE EAST FROM HWY. #50 TO 17 SIDEROAD
3. 8TH LINE EAST FROM 4,000' NORTH OF HWY. #7 TO 17 SIDEROAD
4. 7TH LINE EAST FROM HWY. #7 TO STEELES AVENUE
5. 15TH SIDEROAD FROM GORE ROAD TO HWY. #50
6. 3RD LINE WEST FROM QUEEN STREET TO 17 SIDEROAD
7. 5TH LINE WEST FROM HWY. #7 TO 17 SIDEROAD
8. 15TH SIDEROAD FROM 4TH LINE WEST TO 6TH LINE WEST

ESTIMATED TONNAGE:            35,000 TONS

CERTIFICATE OF LIABILITY INSURANCE

(1) THE CANADIAN INDEMNITY COMPANY (2) AMERICAN HOME INSURANCE CO.  
(INSURANCE COMPANY)

TO: CORPORATION OF THE CITY OF BRAMPTON

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

THIS IS TO CERTIFY THAT ARMRO MATERIALS & CONSTRUCTION LIMITED  
(CONTRACTOR)

Whose address is P.O. BOX 1000, BRAMPTON, ONTARIO. L6V 2L9

has Comprehensive Liability Insurance in this Company under  
Policy No. (1) 3L 4595 covering Legal Liability for damages  
because of (2) BE3377876

- 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.

RE: CONTRACT 76-119 GRAVEL RESURFACING

THIS POLICY EXPIRES ON (1) March 1, 1977 (2) December 31, 1976

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

DATE: June 3, 1976

COUNTERSIGNED:

AMERICAN HOME ASSURANCE COMPANY

CERTIFICATE OF LIABILITY INSURANCE

(1) THE CANADIAN INDEMNITY COMPANY (2) AMERICAN HOME INSURANCE CO.  
(INSURANCE COMPANY)

TO: CORPORATION OF THE CITY OF BRAMPTON

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

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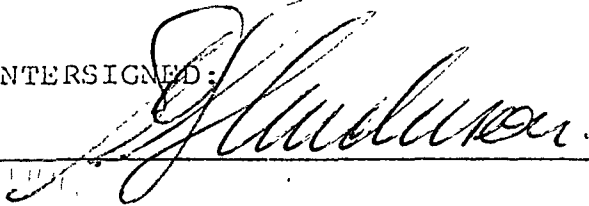
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DATE: June 3, 1976

COUNTERSIGNED:

  
\_\_\_\_\_

PERFORMANCE AND MAINTENANCE BOND

Bond No. 193 7847

Contract 76-119

Account \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we ARMBRO MATERIALS & CONSTRUCTION  
(The Contractor)

LTD.

hereinafter called "The Principal", and

TRAVELERS 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 \$ 85,000.00 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

1st of June, 1976.

Whereas by an Agreement in writing dated the 1st day of June 19 76, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair, or maintenance of \_\_\_\_\_  
**gravel resurfacing**

(Description of Works)

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 of 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 an 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

