

#### THE CORPORATION OF THE CITY OF BRAMPTON

## **BY-LAW**

Number_	221-77	
No. 77-105 w	the execution of with Giosand Const ercourse "B")	

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 Giosand Construction Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 22nd day of August, 1977.

James E. Archdekin, Mayor

Kenneth R. Richardson, Clerk

CONTRACT NO. 77-105
This Agreement made in Quadruplicate this 17th day of August ,19
BETWEEN: The Corporation of the City of Brampton (Hereinafter called "The Corporation") of the First Part
-AND-
GIOSAND CONSTRUCTION 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:
CONSTRUCTION OF WATERCOURSE "B", FROM SOUTH OF
BIRCHBANK ROAD, TO CLARK BOULEVARD

(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 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 City 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 any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other documents 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 City 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:

G.M. Pappin, P.Eng. Secretary-Treasurer Giosand Construction Limited 117 Disco Road Rexdale, 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 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 quaranteed 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.

WITNESS	AS TOUSIGNATURE OF CONTRACTOR)
ADDRESS	) ) 320 The West Mall
	Borough of Etobicoke )
	Ontario )
	)
OCCUPATI	ON <u>Controller</u>
	)
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Dun Mapper.
Secretary-Treasures

CORPORATION OF THE CITY OF BRAMPTON

MAYOR

CLERK

### CERTIFICATE OF LIABILITY INSURANCE

THE CULLING TRUE TRUE CONTOURS				
(INSURANCE COMPANY)				
TO: THE CORPORATION OF THE CITY OF BRAMPTON				
ADDRESS: 24 QUEEN STREET, EAST, BRAMPTON, ONTARIO, L6V 1A4				
THIS IS TO CERTIFY THAT GLOSAUD CONSTRUCTION LIMITED (CONTRACTOR)				
Whose Address is				
has comprehensive liability insurance in this Company under Policy				
No. 3L6050 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.				
THE POLICY EXPIRES ONAngust 27, 1973				
AND WILL NOT BE ALTERED, CANCELLED OR ALLOWED TO LAPSE WITHOUT THIRTY (30) DAYS PRIOR NOTICE TO THE CORPORATION.				
With respect to Contract No. 77-105 for the Construction of				
Witerconnee "3", from smill of Bire bant De. to Clark Altd., Brenoton, Interio				
We certify that the Corporation will be coinsured with the Contrac-				
tor.				
DATE: August 17, 1977				
COUNTERSIGNED: HALL & ANDRES TD.				

### PERFORMANCE AND MAINTENANCE BOND

120-2368-77	Contract # 77-105		
• ************************************	·	(The Contrac	etor)
			•
	•	COMPANY	
(The Bond	ling Company		
of lafor which payment Surety jointly a espective heirs, y these presents.	awful money of well and trand severally executors, a	of Canada to be ruly to be made y bid ourselves, administrators,	paid unto we the our and successors,
	OSAND CONSTRUCTION I  alled "The Princi ITED STATES FIDELITY  (The Bond alled "The Surety unto the Corporat "The Obligee", it 55.00 of la for which payment Surety jointly a espective heirs, y these presents.  ALED WITH OUR RES	(The Bonding Company) alled "The Surety" are joint; unto the Corporation of the o "The Obligee", its successors 55.00 of lawful money of for which payment well and to Surety jointly and severally espective heirs, executors, and y these presents.  ALED WITH OUR RESPECTIVE SEAR AUGUST	(The Contraction Construction Limited)  alled "The Principal", and  ITED STATES FIDELITY AND GUARANTY COMPANY  (The Bonding Company)  alled "The Surety" are jointly and severally unto the Corporation of the City of Brampton "The Obligee", its successors and assigns, it so of lawful money of Canada to be for which payment well and truly to be made Surety jointly and severally bid ourselves, espective heirs, executors, administrators, y these presents.  ALED WITH OUR RESPECTIVE SEALS and dated this

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 indemnifed 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 forebearance 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, forebearance 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

GICSAMD CONSTRUCTION LIMITED

Witness signs here

Principal signs here seal where applicable

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

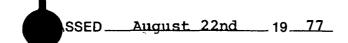
UFITED STATES FIDELITY AND CUARANTY COMPANY

Witness signs here

Surety Company Officer signs here with seal

(Seal)

(J. Brian Hall) Attorney-in-fact





# **BY-LAW**

No. 221-77

To authorize the execution of Contract No. 77-105 with Giosand Construction Limited (Watercourse "B")