

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 116-74

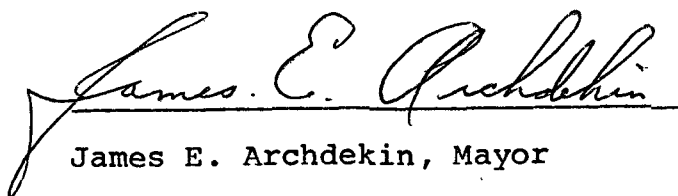
A By-law to authorize the execution of Contract No. 74-30 with D. McLean Landscaping Ltd. (Supply and Installation of Sod - Victoria Park)

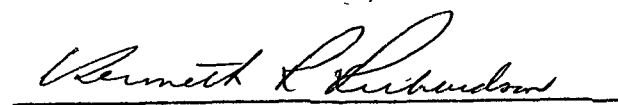
WHEREAS it is deemed expedient to enter into and execute Contract No. 74-30 with D. McLean Landscaping Ltd;

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. 74-30, attached hereto as Schedule "A", with D. McLean Landscaping Ltd.
2. That the Mayor and the Clerk are hereby authorized to affix their signatures to the said Contract No. 74-30, attached hereto as Schedule "A", with D. McLean Landscaping Ltd.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council this 7th day of October, 1974.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

This Agreement made in Quadruplicate this 13th day of October, 19 74

BETWEEN:

The Corporation of the City of  
Brampton  
(Hereinafter called "The Corporation")  
of the First Part

-And-

**D. McLean Landscaping Ltd.**  
(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 Installation of Sod - Victoria Park, 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 Director of Parks and Recreation, 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 Information to Bidders 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 and in respect of the works the sum of

**Fifteen thousand, Six hundred and seventy six dollars**

DOLLARS (\$ 15,676.00 )

Subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the Provision that the Corporation may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

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 Director, Parks and Recreation, 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 Director, Parks and Recreation at the following Addresses:

THE CONTRACTOR:

**D. McLean Landscaping Ltd.  
154 Otensbee Drive  
Kitchener, Ontario**

THE DIRECTOR, PARKS AND RECREATION:

D.M. Gordon,  
Director, Parks and Recreation,  
City of Brampton  
150 Central Park Drive  
Bramalea, Ontario.

## ARTICLE 6

A copy of each of the Contract documents is hereto annexed and together with the Specs 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 the contract contained, nor from any position or situation of the parties at any time, 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 affect 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 fulfil, 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.

Cristel Terry )  
WITNESS AS TO SIGNATURE OF CONTRACTOR )  
Address 67 Allen St. W. Waterloo )  
Occupation Accountant )

D. Nelson Landscaping Ltd.  
X [Signature]  
**President**

CORPORATION OF THE CITY OF  
BRAMPTON

[Signature]  
MAYOR

[Signature]  
CLERK



**ECONOMICAL MUTUAL INSURANCE COMPANY**  
 HEAD OFFICE KITCHENER, ONTARIO. PO BOX 700, N2G 4C1 (519) 743-5271

**PERFORMANCE BOND**

BOND No. 1-809312

\$ 15,676.00

KNOW ALL MEN BY THESE PRESENTS THAT

..... D. McLEAN LANDSCAPING LTD. as Principal,  
 hereinafter called the Principal, and ECONOMICAL MUTUAL INSURANCE COMPANY, a corporation  
 created and existing under the laws of Canada and duly authorized to transact the business of Suretyship, as  
 Surety, hereinafter called the Surety, are held and firmly bound unto

..... CORPORATION OF THE CITY OF BRAMPTON as Obligee,  
 hereinafter called the Obligee, in the amount of  
 FIFTEEN THOUSAND, SIX HUNDRED SEVENTY-SIX AND - - - - 00/100 Dollars (\$ 15,676.00 )  
 lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety  
 bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
 these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the 11th  
 day of October, 1974, for supply and installation of sod,  
 Victoria Park, Brampton, Ontario,

in accordance with the specifications and drawings submitted therefor which contract, specifications and draw-  
 ings, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly  
 and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full  
 force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee  
 having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall  
 promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its  
 terms and conditions, and upon determination by the Obligee and the Surety of the lowest responsible  
 bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses  
 (even though there should be a default or a succession of defaults, under the contract or contracts of  
 completion, arranged under the paragraph) sufficient funds to pay the cost of completion less the balance  
 of the contract price; but not exceeding, including other costs and damages for which the Surety may be  
 liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract  
 price", as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal  
 under the Contract, less the amount properly paid by the Obligee to the Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which  
 final payment under the Contract falls due.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the  
 Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond this 10th  
 day of October 1974

SIGNED and SEALED  
 in the presence of:

*Cristel Fry*

*[Signature]* D. McLean Landscaping Ltd.

*[Signature]*  
 Principal

ECONOMICAL MUTUAL INSURANCE COMPANY

*[Signature]*  
 Guarantee Superintendent



**ECONOMICAL MUTUAL INSURANCE COMPANY**  
 HEAD OFFICE KITCHENER, ONTARIO

**Certificate of Insurance**

No. \_\_\_\_\_

**This is to Certify to:**

Name: Corporation of the City of Brampton .....

Address: .....

that the following described policy is now in force having been issued by

ECONOMICAL MUTUAL INSURANCE COMPANY to the following:

Insured: D. McLean Landscaping Limited .....

Address: 154 Otonabee Drive, Kitchener, Ontario .....

covering in accordance with the conditions thereof with respect to the following:

COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY
Comprehensive General Liability <u>Operations Covered</u> Installation of sod at Victoria Park, Brampton, Ontario	4-315881	25/4/74	25/4/75	\$1,000,000.00 Inclusive Limit -- Bodily Injury & Property Damage -- exclusive of interest and costs, regardless of the number of claims arising from any one accident.

It is the intention of the Company that in the event of cancellation of the above policy by the Company fifteen days written notice of such cancellation will be given to you at the address stated above.

DATE: October 10, 1974 ..... ECONOMICAL MUTUAL INSURANCE CO.

AGENCY: Peter Stark Insurance Agency

BY: *Michael Leckie*  
 (Authorized Representative)


ECONOMICAL MUTUAL INSURANCE COMPANY  
ENDORSEMENT

Add'l Prem.	Ret Prem	New Rate	Revised Amount
\$ -	\$ -	-	\$ -

It is hereby understood and agreed that in the event of cancellation of the policy by the Company,  
Thirty days written notice of such cancellation will be given to the Corporation  
of the City of Brampton.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the Policy shall have full force and effect.

Attached to and forming part of the Policy issued by ECONOMICAL MUTUAL INSURANCE COMPANY bearing

Policy No. 4-315881	Issued to D. McLean Landscaping Limited
Endorsement effective from noon Standard Time October 10, 1974	Agent Peter Stark Insurance Agency Limited
Countersigned	
 President	
Authorized Representative	



THE WORKMEN'S COMPENSATION BOARD

90 HARBOUR STREET, TORONTO 117, ONTARIO TELEPHONE 362-3411 AREA CODE 416



October 10, 1974 to Corporation of the City of Brampton  
BRAMPTON, Ontario

REGARDING FIRM 249750-C - D. McLean Landscaping Limited  
154 Otonabee Drive  
KITCHENER, Ontario

Re: supply and installation of sod  
Victoria Park  
BRAMPTON, Ontario

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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 this Act the principal is liable to pay any assessment for which the contractor is liable and does not pay. The principal should require the contractor to produce evidence that he is in good standing with the Board before final settlement is made.

Yours very truly,

A handwritten signature in dark ink, appearing to read 'H. A. Gramolini', written in a cursive style.

H. A. Gramolini,  
Chief Assessor.