

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 138-74

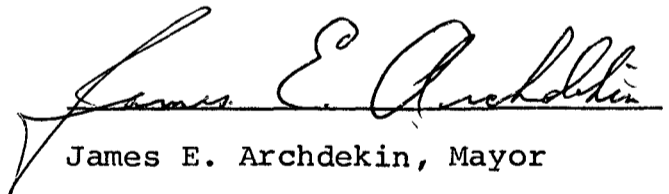
A By-law to authorize the execution of Contract No. 74-38 with McLean-Piester Limited (Century Gardens - Phase II Baseball Field 'A' and Soccer Field 'A').

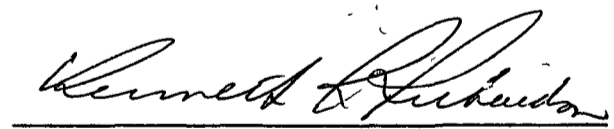
WHEREAS it is deemed expedient to enter into and execute Contract No. 74-38 with McLean-Piester Limited;

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. 74-38, attached hereto as Schedule "A", with McLean-Piester Limited.
2. That the Mayor and the Clerk are hereby authorized to affix their signatures to the said Contract No. 74-38, attached hereto as Schedule "A", with McLean-Piester Limited.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of November, , 1974.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

Schedule "A"

CONTRACT NO. 74-38

This Agreement made in Quadruplicate this 20th day of November, 1974

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

-And-
Mc Lean - Peister, 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:

Site development i.e. earthmoving, drainage and installation of
playing fields.

(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

~~One Hundred and Seventy-nine Thousand, Four Hundred~~ 00/Dollars

DOLLARS (\$ 179,400.00)

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:

Mc Lean - Peister, Limited,
3328 King Street East,
Kitchener, Ontario. N2G 3W6
ATTENTION: Mr. Dave Carter

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.

D. Hamilton
WITNESS AS TO SIGNATURE OF CONTRACTOR

Address 3328 King St. E., Kitchener

Occupation Secretary

MC LEAN - PEISTER, LIMITED

Peister
PRESIDENT

CORPORATION OF THE CITY OF
BRAMPTON

James E. Archibald
MAYOR

Archibald
CLERK