



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 150-80

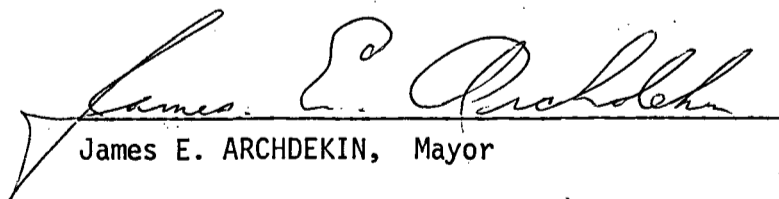
To authorize the execution of an Agreement  
with CALEDON SAND & GRAVEL LIMITED -  
Contract No. 80-18 (gravel resurfacing)

WHEREAS it is deemed expedient to enter into and execute Contract  
No. 80-18 with CALEDON SAND & GRAVEL LIMITED;

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. 80-18 with CALEDON SAND & GRAVEL LIMITED,  
attached hereto as Schedule A.
- (2) THAT the Mayor and the Clerk are hereby authorized  
to affix their signatures to the said Contract No.  
80-18 with CALEDON SAND & GRAVEL LIMITED, attached  
hereto as Schedule A.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this  
9th day of June, 1980.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk


**CANADIAN IMPERIAL BANK OF COMMERCE**

302 King &amp; Jarvis, Toronto, Ontario, Canada

May 30, 1980

KNJ7115/302

BRANCH AND DATE

TO: The Corporation of the  
City of Brampton,  
24 Queen Street East,  
Brampton, Ontario L6V 1A4

WE HEREBY AUTHORIZE YOU TO DRAW ON Canadian Imperial Bank of Commerce, King & Jarvis Branch,  
Toronto, Ontario.

THE ACCOUNT OF CALEDON SAND & GRAVEL LIMITED

UP TO AN AGGREGATE AMOUNT OF Can.\$90,000.00 (Ninety Thousand Canadian Dollars)

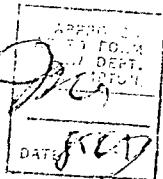
AVAILABLE ON DEMAND.

PURSUANT to the request of our customer, the said Caledon Sand & Gravel Limited, we Canadian Imperial Bank of Commerce, King & Jarvis, Toronto, Ontario hereby establish and give to you an Irrevocable Letter of Credit in your favour in the total amount of Can.\$90,000.00 (Ninety Thousand Canadian Dollars) which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customers to make such demand, and without recognizing any claim of our said customers.

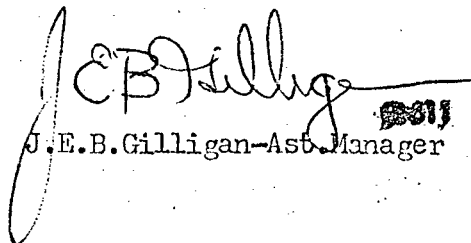
Provided, however, that you are to deliver to us at such time as a written demand for payment is made upon us, a certificate confirming that monies drawn pursuant to this Letter of Credit are to be and/or have been expended pursuant to obligations incurred or to be incurred in connection with the agreement between Caledon Sand & Gravel Limited and the City of Brampton dated May 29, 1980.

This Letter of Credit will continue up to the 18th day of July 1980 and will expire on that date and you may call for payment of the full amount outstanding under this Letter of Credit at any time prior to that date. Partial drawings are permitted. The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing given to us by you.

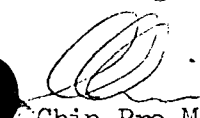
It is a condition of this Letter of Credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless thirty days prior to any such date we shall notify you in writing that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder by means of your demand accompanied by your written certification that the amounts drawn will be retained and used to meet obligations incurred or to be incurred in connection with the above agreement.



FOR: CANADIAN IMPERIAL BANK OF COMMERCE,  
KING & JARVIS, TORONTO, ONTARIO

  
J.E.B. Gilligan - Ast. Manager

Countersigned:

  
J. Chin - Pro Manager

CERTIFICATE OF LIABILITY INSURANCE

RELIANCE INSURANCE COMPANY  
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 150 CENTRAL PARK DRIVE, BRAMPTON, ONTARIO L6T 2T9.

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

Whose Address is 3185A Bathurst St., Toronto, Ontario. M6A 2B2

has comprehensive liability insurance in this Company under Policy  
No. CIP .112 62 96 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 ex-  
clusions 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 ON June 1st, 1980

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

With respect to Contract No. 80-18 for the Construction of  
Supply and Place Granular "A"- various city streets

We certify that the Corporation will be coinsured with the Contrac-  
tor.

DATE: May 9th, 1980

COUNTERSIGNED: *[Signature]*

NAME OF AGENCY OR COMPANY Chartwell Insurance Agencies Ltd., Oakville, Ont.

DUPLICATED  
FORM  
DEPT.  
BRAMPTON  
LEPUC13

This Agreement made in Quadruplicate this 29th day of May, 1980.

BETWEEN:

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

- AND -

CALEDON SAND & GRAVEL 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 :

Gravel Resurfacing

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(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, 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 Commissioner of Public Works, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular way to the Corporation within the time specified in the General Conditions, 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 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 and in respect of the works the sum of

(Ninety Thousand Dollars)

DOLLARS (\$ 90,000.00 )

in accordance with the unit prices as set out in the Form of Tender, as may be applicable, forming part of this Contract, and in accordance with the Provisions as set out in the Conditions and Specifications forming part of this Contract.

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 Commissioner of Public Works, 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 Commissioner of Public Works at the following addresses :-

THE CONTRACTOR:

Caledon Sand & Gravel Limited  
3185A Bathurst Street,  
Toronto, Ontario  
M6A 2B2.

THE COMMISSIONER,

J. F. Curran, P. Eng.,  
Commissioner of Public Works,  
City of Brampton  
150 Central Park Drive,  
Brampton, Ontario  
L6T 2T9.

ARTICLE 5. (Cont'd.)

However, in the matter of "Call Back Work", as defined in the Information to Tenderers, verbal communication with the Contractor shall be deemed as sufficient notice.

ARTICLE 6.

A copy of each of the Contract documents is hereto annexed and together with the Specifications and/or 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 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.

*John Sartell*

WITNESS AS TO SIGNATURE OF CONTRACTOR)

John Sartell

ADDRESS 2185A Bathurst St.

Toronto, Ontario. M6A 2B2

OCCUPATION Sales Manager

Caledon Sand & Gravel Ltd.

CALEDON SAND & GRAVEL LIMITED

*S. Hochman*

S. Hochman-President

APPROVED AS TO FORM LAW DEF. BRAMPTON  
*[Signature]*  
DATE 8063

CORPORATION OF THE CITY OF BRAMPTON

*James P. Archdekin*  
MAYOR

*Raept [Signature]*  
CLERK

AUTHORIZATION BY-LAW  
NUMBER 150-80  
PASSED BY CITY  
COUNCIL ON THE NINTH  
DAY OF JUNE 1980

FORM OF TENDER

FOR  
CONTRACT NO. 80-18

THIS TENDER SUBMITTED BY CALEDON SAND & GRAVEL LTD. FIRM NAME OR  
3185A Bathurst St. Toronto, Ont. INDIVIDUAL  
ADDRESS

782-9882 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 signatures 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.

~~X~~/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.

~~XX~~/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 and Bond relating thereto, prepared, submitted and rendered available by the Commissioner of Public Works and the Purchasing Agent, by and on behalf of the Corporation of the City of Brampton and hereby acknowledge 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.

~~X~~/We, further declare 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.

~~XX~~/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.

~~XXX~~/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 sixty (60) days after the Tender Closing date whichever 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.



~~xxx~~/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.

~~xxx~~/We, agree that the awarding of the contract based on this tender by the Council for the said City shall be an acceptance of this tender.

If this tender is accepted, ~~xx~~/We agree to furnish the required Performance Bond and/or Deposit, Insurance Certificate and Workmen's Compensation Card Letter, and properly sign the contract documents in quadruplicate within ten (10) days after being notified so to do. In the event of default or failure on our part so to do, ~~xx~~/We agree that the Corporation of the City of Brampton shall be at liberty to retain the money deposited by ~~xxx~~/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 ~~xx~~/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 advertising 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 ~~xx~~/Our part.

~~xx~~/We propose CANADIAN IMPERIAL BANK OF COMMERCE

King & Jarvis St. Branch, Toronto, Ontario.

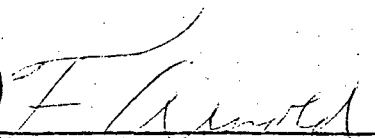
A company which is willing to become bound with ~~xxx~~/Us in the amount designated for the due performance and fulfillment of the contract for which this is the tender.

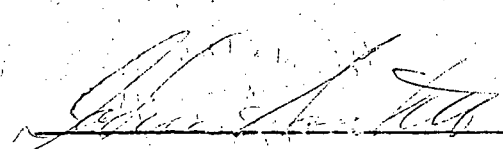
~~xx~~/We, agree that the date of completion as referred to in the General Conditions shall be Thirty (30) working days from the date of written order to commence work. The Contractor agrees to pay the Corporation One Hundred Dollars as liquidated damages, per day for each and every day that any portion of the work remains incomplete, after the time of completion as specified above.

A certified cheque in the amount of \$ 5,000.00

Five thousand-----xx/100 is enclosed.

Dated at Toronto this 5th day of May, 19 80.

  
SIGNATURE OF WITNESS  
F. Arnold

  
SIGNATURE & SEAL OF TENDERER  
John Sartell





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 - 29,000 Tonnes.

Supply of Class "A" Crushed Gravel (M.T.C. Specification Form 1010 - October, 1977) and spread on City Roads in the locations as directed by the Commissioner of Public Works or his Representative.

SOURCE OF MATERIAL (1) pts. Lots-12-13&14-Concs 1 & 2 CALEDON

29,000 Tonnes @ 3.37 PER TONNE DELIVERED  
= \$ 97,730.00

(A) The quantities and locations shown are approximate and may be increased, decreased or changed at the discretion of the Commissioner of Public Works.

A Certified Deposit Cheque payable to the City of Brampton in the amount of \$ 5,000.00 is attached hereto, as specified.

By ~~ME~~/OUR signature hereunder, ~~BY~~ WE CALEDON SAND & GRAVEL LTD.

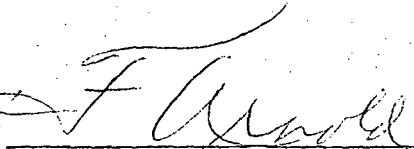
hereby identify this as the Itemized Bid Sheet for Contract

executed by ~~ME~~/US and bearing date the 5th day of May, 1980

F. Arnold

WITNESS

  
SIGNATURE John Sartell



SIGNATURE

Sales Manager  
POSITION IN FIRM

PASSED June 9th, 19 80

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# BY-LAW

No. 150-80

To authorize the execution of an  
Agreement with CALEDON SAND & GRAVEL  
LIMITED - Contract No. 80-18  
(gravel resurfacing)

Corporation of the City of Brampton

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