

THE CORPORATION OF THE CITY OF BROCKVILLE

BY-LAW NUMBER

49 -94

BY-LAW TO AUTHORIZE THE ACCEPTANCE OF THE
TENDER OF DIBBLEE CONSTRUCTION LIMITED FOR
HOT MIX PAVING IN VARIOUS LOCATIONS IN THE
AMOUNT OF NINETY THOUSAND, THREE HUNDRED AND
EIGHT DOLLARS (\$90,308.00) EXCLUDING GST.

WHEREAS tenders have been received for the City of
Brockville Contract 94-25 for hot mix asphalt paving in various
locations, and

WHEREAS it is deemed expedient to accept the tender of
Dibblee Construction Limited in the amount of Ninety Thousand,
Three Hundred and Eight Dollars (\$90,308.00) excluding GST;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
CITY OF BROCKVILLE ENACTS AS FOLLOWS:

1. THAT the tender of Dibblee Construction Limited in the
amount of Ninety Thousand, Three Hundred and Eight Dollars
(\$90,308.00) excluding GST for Contract 94-25 for hot mix asphalt
paving in various locations be accepted, a copy of which Contract
is attached hereto.
2. THAT the Mayor and Clerk be and they are hereby
authorized to execute the said Contract on behalf of the
Corporation of the City of Brockville.

GIVEN UNDER THE SEAL OF THE CORPORATION

OF THE CITY OF BROCKVILLE AND PASSED THIS

12th DAY OF April A.D., 1994.



MAYOR



CLERK



FORM OF AGREEMENT

THIS AGREEMENT made in triplicate

BETWEEN: DIBBLEE CONSTRUCTION LIMITED of the City
of Cornwall in the Province of Ontario
hereinafter called the "Contractor"

THE PARTY OF THE FIRST PART

-and-

THE CORPORATION OF THE CITY OF BROCKVILLE
hereinafter called the "Municipality"

THE PARTY OF THE SECOND PART

WITNESSETH, that the party of the first part, for
and in consideration of the payment or payments specified in
the Tender for this work, hereby agrees to furnish all
necessary machinery, tools, equipment, supplies, labour and
other means of construction and, to the satisfaction of the
Engineer, to do all work as described hereafter, furnish all
materials except as herein otherwise specified, and to complete
such works in strict accordance with the plans, specifications

and Tender herefore, which are identified and acknowledged in the Special Provisions, Plans, Specification and Conditions attached to the Tender and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

DESCRIPTION OF THE WORKS: CONTRACT 94-25

Supply of all plant, labour and materials required for the placement of H.L.3 hot mix asphalt overlays on various streets within the City of Brockville.

The Contractor further agrees that he will deliver the whole of the works completed before Friday, August 5, 1994 in accordance with this Agreement and if such time limit is exceeded, may be subject to the Special Provision for the Contract entitled "Liquidated Damages".

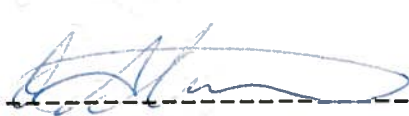
The Contractor agrees that any monies due the Municipality as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

IN CONSIDERATION WHEREOF, said party of the second part agrees to pay to the Contractor for all work done, the unit or lump sum prices of the Tender.

THIS AGREEMENT shall ensure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Contractor and the Municipality have hereunto signed their names and set their seals.

DIBBLEE CONSTRUCTION LIMITED



CONTRACTOR
Dale Stewart
Vice President and
General Manager



Leo Kiley
Regional Comptroller

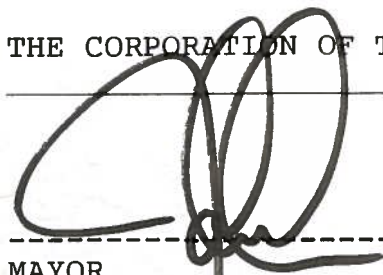
POSITION



WITNESS

DATE April 13, 1994

THE CORPORATION OF THE CITY OF BROCKVILLE



MAYOR



CLERK

DATE April 28, 1994