



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* 142-79

To authorize the execution of an agreement with VAL-NICOL CONSTRUCTION LIMITED- Contract No. 79-113 (construction of Trueman Street Pedestrian Bridge)


WHEREAS it is deemed expedient to enter into and execute Contract No. 79-113 with Val-Nicol Construction 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. 79-113 with Val-Nicol Construction 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. 79-113 with Val-Nicol Construction Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 25th day of June, 1979.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

PASSED June 25, 1979

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# BY-LAW

No. 142-79

To authorize the execution of an  
agreement with Val-Nicol Construction  
Limited - Contract No. 79-113  
(construction of Trueman Street  
Pedestrian Bridge)

PERFORMANCE AND MAINTENANCE BOND

BOND NO. 83-0120-5580-79

ACCOUNT NO. \_\_\_\_\_

CONTRACT NO. 79-113

KNOW ALL MEN BY THESE PRESENTS, that we Val-Nicol Construction Limited  
(Contractor)

hereinafter called the "Principal" and

UNITED STATES FIDELITY AND GUARANTY COMPANY

(Bonding Company)

hereinafter called the "Surety" are jointly and severally held and firmly bound unto the Corporation of the City of Brampton hereinafter called the "Obligee", its successors and assigns, in the sum of \$143,750.00 of lawful money of Canada, to be paid unto the Obligee, for which payment well and truly to be made we the Principal and Surety jointly and severally bid ourselves, our and each of our respective heirs, executors, administrators, successors, and assigns by these presents.

Signed and Sealed with our respective seals and dated this 30th of  
May 1979.

Whereas by an Agreement in writing dated the 25th day of May 1979, the Principal has entered into a Contract with the Obligee, hereinafter called the "Contract", for the construction, ~~alteration, repair or maintenance~~ of:

Trueman Street Pedestrian Bridge

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.

No 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 indemnified 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 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 any 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 forbearance to exercise 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, forbearance 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.

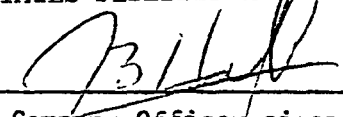
SIGNED, SEALED AND DELIVERED BY THE  
PRINCIPAL IN THE PRESENCE OF

  
\_\_\_\_\_  
Witness signs here

  
\_\_\_\_\_  
Val-Nicol Construction Limited  
Principal signs here and seal  
where applicable

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

  
\_\_\_\_\_  
Witness signs here

UNITED STATES FIDELITY AND GUARANTY COMPANY  
  
\_\_\_\_\_  
Surety Company Officer signs  
here with seal  
(J. Brian Hall)  
Attorney-in-fact

3. - CERTIFICATE OF LIABILITY INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

INSURANCE COMPANY THE CANADIAN INDEMNITY COMPANY

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

THIS IS TO CERTIFY THAT: Val-Nicol Construction Limited

CONTRACTOR

whose address is 46 North Queen Street, Toronto, Ontario

has comprehensive liability insurance in this Company under Policy No. 314924  
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 an 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 limitation 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.

RE: the construction of Trueman Street Pedestrian Bridge

This policy expires on December 24, 1979

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

DATE May 30, 1979

COUNTERSIGNED

HALL: [Signature]

1. FORM OF AGREEMENT

THE CORPORATION OF THE CITY OF BRAMPTON  
FORM OF AGREEMENT

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CONTRACT NO. 79-113

This agreement made in quadruplicate this 25th day of  
May 1979.

BETWEEN: The Corporation of the City of Brampton  
(Hereinafter called the "Corporation"  
of the first part)

-AND- VAL-NICOL 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 Trueman Street Pedestrian Bridge

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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 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 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 of this 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 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 one to seven inclusive are all of 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 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:

CONTRACTOR:	<u>Val-Nicol Construction</u> <u>Limited</u>	ENGINEER:	J. F. Curran, P.Eng. City Engineer
	<u>46 North Queen Street,</u>		24 Queen Street East
	<u>Toronto, Ontario M8Z 2C4.</u>		Brampton, Ontario L6V 1A4

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 affect his Tender or his acceptance of the Work, or that not having so investigated is willing to assumed 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.

Mattes Bank  
WITNESS AS TO SIGNATURE OF CONTRACTOR

[Signature]  
Val-Nicol Construction Limited

ADDRESS 639 Glenview Ave  
OCCUPATION off. Manager

THE CORPORATION OF THE CITY OF BRAMPTON

MAYOR [Signature]

CLERK [Signature]

Vb 10-2

FORM OF TENDER

CITY OF BRAMPTON

TRUEMAN STREET

PEDESTRIAN BRIDGE

CONTRACT NO. 79-113

FORM OF TENDER

CITY OF BRAMPTON

ENGINEERING DEPARTMENT

FT1

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF TENDER

CONTRACT NO. 79-113

This Tender Submitted By: VAL-NICOL CONSTRUCTION LTD.

ADDRESS: 46 NORTH QUEEN STREET TORONTO M8Z 2C4.

TELEPHONE NUMBER: 237-4133

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.

I/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.

I/We further declare that we have carefully examined the locality and site of the proposed works, as well as the plans, drawings, profiles, Specifications, Form of Tender, Information for Tenderers, General Conditions, Agreement by the City Engineer, 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, 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 therefor, the Firm Lump Sum Price of:

ONE HUNDRED AND FORTY-THREE THOUSAND SEVEN  
HUNDRED AND FIFTY DOLLARS (\$ 143750.— ).

I/We further declare that if the tender is accepted by the City, we will execute whatever additional work may be required 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.

I/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 60 days after the tender closing date whichever event 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.

I/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.

I/We agree that the awarding of the contract based on this tender by the Council of the said city shall be an acceptance of this tender.

If this tender is accepted I/We agree to furnish the required contract bond in the form attached hereto, insurance certificate and Workmen's Compensation Board Letter, and properly sign the Contract documents in quadruplicate within 10 days after being notified so to do. In the event of default or failure on our part so to do, I/We agree that the Corporation of the City of Brampton shall be at liberty to retain the money deposited by Me/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 I/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 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 My/Our part.

I/We propose UNITED STATES FIDELITY AND GUARANTY

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

I/We agree that the date of completion as referred to in the General Conditions shall be 40\* working days from the date of written order to commence work. The Contractor agrees to pay the Corporation \$250.00 as liquidated damages, per day for each and every day that any portion of the work remains incompleted, after the time of completion as specified above.

\* Contractor to complete.

CITY OF BRAMPTON

FT3

FORM OF TENDER

A certified cheque in the amount of \$ 10,000.-

TEN THOUSAND DOLLARS \*7100 is enclosed,

Dated at Toronto this 15<sup>th</sup> day of MAY, 1979.

M. Peter Baur  
SIGNATURE OF WITNESS

VAL-NICOL CONSTRUCTION LTD.  
F. D. ...  
SIGNATURE AND SEAL OF TENDERER







ADDENDUM NUMBER 1

TRUEMAN STREET

PEDESTRIAN BRIDGE

THE CORPORATION OF THE

CITY OF BRAMPTON

CONTRACT 79-113

TO ALL BIDDERS

Monday May 7, 1979.

1. INTENT

This Addendum is issued prior to award of Contract to provide for certain revisions as stated hereinafter.

Work covered by this Addendum shall be read in conjunction with the Drawings, Specifications and Contract Documents, and all costs involved shall be included in the Tender Price.

2. DRAWINGS AND DOCUMENTS

The following Drawing accompanies and forms part of this Addendum:

- Drawing S-2 marked "Issued for Revisions, Addendum No. 1" and dated May 7, 1979.

3. DETAILS

3.1 Drawing Revisions

- (a) Detail of asphalt drain added as shown on Dwg. S-2. Reference to detail of asphalt drain will be noted on Dwg. S-1 at time of Construction Issue.
- (b) Section 1 on Dwg. S-2 revised as shown.

Addendum No. 1  
Trueman St.  
Pedestrian Bridge  
Contract 79-113

Page 2

3.2 Specification Revisions

- (a) Add the following clause to the Information for Tenderers Section of the Specification:

30. CONTINGENCY ITEM

Tenderers shall include the following lump sum amount in the Tender Price, as a General Contingency Allowance to be expended only on specific authorization of the Owner. Upon completion of the Contract, the unexpended portion, if any, of the Contingency Allowance, shall be credited to the account of the Owner.

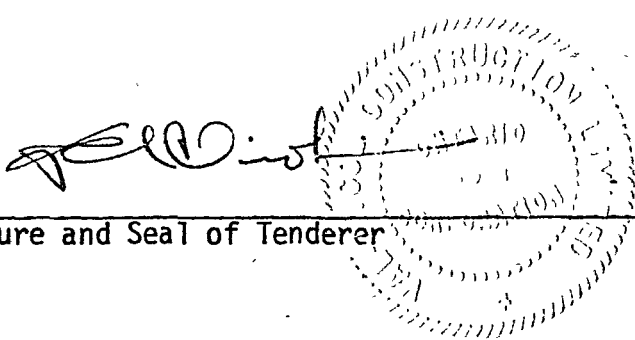
Contingency Allowance - Seven Thousand, Five Hundred Dollars. (\$7,500)

The Contingency item is a Provisional Sum to allow for any extra work and materials as may be required during the execution of the work. Payments made under the Contingency Item shall be only for the amounts shown on the authorized Extra Work Orders and the Contract shall have no claim on any portion of the Item amount unless Extra Work has actually been performed and authorized.

The cost of the extra work done shall be determined in accordance with Section 108-4 of the General Conditions for work done on a time and material basis or in accordance with Section 103-3 of the General Conditions where negotiated prices are used, whichever is applicable.

3.3 Signature

The Tenderer shall sign this Addendum in the space provided below, shall affix his seal hereto and shall submit this Addendum in the same envelope as his Tender.

A handwritten signature in black ink is written over a circular embossed seal. The seal contains the text "SEAL OF THE TENDERER" around the perimeter and "CONTRACT NO. 79-113" in the center. The signature is written in a cursive style.

Signature and Seal of Tenderer

Mar. 15 - 1979.

Date