



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 226-78

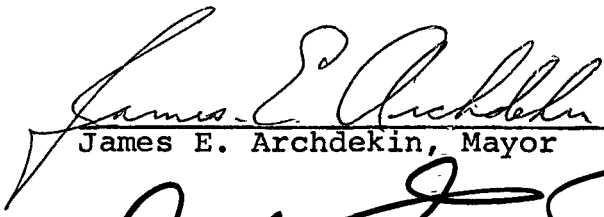
To authorize the execution of Contract
No. 78-29 with Frank Vespi Construction
Ltd.
(REPAIR AND RESURFACING OF VARIOUS PARKING
AREAS)

WHEREAS it is deemed expedient to enter into and execute
Contract No. 78-29 with Frank Vespi Construction 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. 78-29 with Frank Vespi Construction
Ltd. attached hereto as Schedule "A".
- (2) That the Mayor and the Clerk are hereby authorized
to affix their signatures to the said Contract No.
78-29 with Frank Vespi Construction Ltd. attached
hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and Passed in Open
Council this 11th day of September, 1978.


James E. Archdekin, Mayor


Ralph A. Everett, Acting Clerk

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF AGREEMENT

CONTRACT NO. 78-29

This agreement made in quadruplicate this 12th day of September 19 78.

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

-AND- FRANK VESPI 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:-

repair and resurfacing of various parking areas at Centennial Recreation Centre, Balmoral Recreation Centre, Brampton Cemetery Memorial Arena

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:

FRANK VESPI CONSTRUCTION
CONTRACTOR: LIMITED
P.O. Box 211,
Brampton, Ontario.
L6V 2L1

ENGINEER: J. F. Curran, P.Eng.
Commissioner of Public Works
City of Brampton
24 Queen Street East
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.

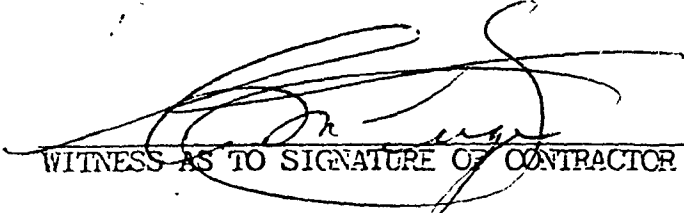
ARTICLE 9 :

The Contractor declares that in tendering for the works and in entering in 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 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.

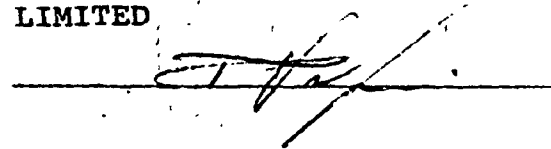
ARTICLE 10 :

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.


WITNESS AS TO SIGNATURE OF CONTRACTOR)

FRANK VESPI CONSTRUCTION
LIMITED

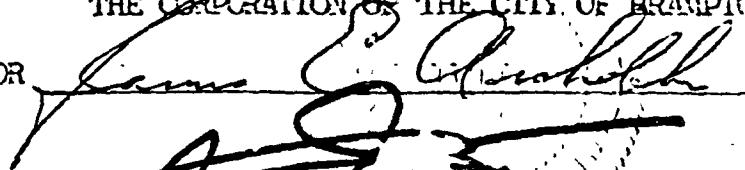


ADDRESS

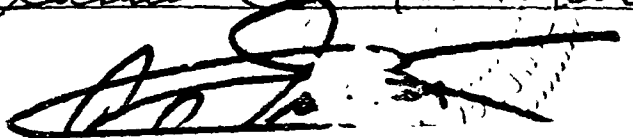
OCCUPATION

THE CORPORATION OF THE CITY OF BRAMPTON

MAYOR



d CLERK



THE CORPORATION OF THE CITY OF BRAMPTON
PARKS AND RECREATION DEPARTMENT

TENDER

CONTRACT NO. 78-29

IN INK OR
TYPEWRITER

FRANK VESPI CONSTRUCTION LTD

(NAME OF FIRM OR INDIVIDUAL (CONTRACTOR)

P.O. Box 211 BRAMPTON ONT 453-6100

(ADDRESS AND TELEPHONE NUMBER

FRANK VESPI

(NAME OF PERSON SIGNING FOR FIRM

PRESIDENT

(OFFICE OF PERSON SIGNING FOR FIRM

FOR:

REPAIR AND RESURFACING OF VARIOUS PARKING AREAS.

LOCATION:

BALMORAL RECREATION CENTRE, CENTENNIAL RECREATION CENTRE,
CHINGUACOUSY PARK DRIVE-WAY ENTRANCE AND SKI HILL PARKING
LOT, MEMORIAL ARENA ENTRANCE AND BRAMPTON CEMETARY WORK AREA.

D.M. GORDON
COMMISSIONER
PARKS AND RECREATION

M.S. LINGARD
PURCHASING AGENT
PURCHASING DEPARTMENT

THE CORPORATION OF THE
CITY OF BRAMPTON
24 QUEEN STREET EAST
BRAMPTON, ONTARIO
L6V 1A4

FORM OF TENDER

CONTRACT NO .. 78-29

THIS TENDER SUBMITTED BY FRANK VESP CONSTRUCTION LTD FIRM NAME OF
INDIVIDUAL
P.O. BOX 211 BRAMPTON ADDRESS

453-6100 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 signature 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 all the Plans, Drawings, Profiles, Specifications, Form of Tender, Information for Tenderers, General Conditions, Agreements and Bond relating thereto, prepared, submitted and rendered available by the Director of Parks and Recreation and the Purchasing Agent, by and on behalf of the Corporation of the City of Brampton and hereby acknowledged, 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.

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 sixty days (60) after the Tender Closing Date which ever 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 for 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 an amount equal to 100% of the Contract, in the form attached hereto, Insurance Certificate and Workmen's Compensation Board 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, 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 reasons of such default or failure, or by reason of such acting, as aforesaid, on their part, including the cost of any advertisement 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 be reason of any such default or failure on My/Our part.

I/We propose PITTS INSURANCE COMPANY.

A Company which is willing to become bound with Me/Us in the amount designated for due performance and fulfillment of the Contract for which this is the Tender.

I/We agree that the dates of completion as referred to in the General Conditions shall be within the specified number of working days noted in Article 22 of the Information For Tenders and in any case shall not be more than thirty-five (35) working days, from the date of written order to commence work. The Contractor agrees to pay the Corporation \$100.00 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.

A certified cheque or bid bond in an amount equal to 10% of the Tender Price payable to the Corporation of the City of Brampton (\$ 7,837.62).

SEVEN THOUSAND, EIGHT HUNDRED & THIRTY SEVEN - 62100 is

enclosed. Dated at BRAMPTON this FIFTH day of SEPT. 1978.

[Signature]
SIGNATURE OF WITNESS

[Signature]
SIGNATURE AND SEAL OF TENDERER

THIS FORM SHALL REMAIN
ATTACHED TO THIS TENDER

CONTRACT NO. 78-29

The Contractor shall note that in the event of a discrepancy between the extended total of an item, and the product of the item quantity and the unit price for the same item, then the unit price quoted for that item will be accepted and the total of the tender adjusted accordingly.

PART "A" CENTENNIAL RECREATION CENTRE PARKING LOT

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
A.1	Remove and dispose of broken and cracked asphalt only	400	Sq. Yd.	\$ <u>0.50</u> per Sq. Yd.	\$ <u>200.00</u>
A.2	Remove and dispose of asphalt and underlying material from soft spot areas to 18" depth	400	Sq. Yd.	\$ <u>2.25</u> per Sq. Yd.	\$ <u>900.00</u>
A.3	Subexcavation and filling and compaction with select on-site fill of poor subsoil areas as specified.	80	Cu. Yd.	\$ <u>7.00</u> per Cu. Yd.	\$ <u>560.00</u>
A.4	Supply place and compact 6" of Granular B	340	Tons	\$ <u>4.25</u> per ton	\$ <u>1445.00</u>
A.5	Supply place and compact 6" of Granular A	230	Tons	\$ <u>5.35</u> per ton	\$ <u>1230.50</u>
A.6	Supply place and compact 1 1/2" layer of HL6 asphalt on repair areas	100 tons		\$ <u>20.00</u> per ton	\$ <u>2000.00</u>
A.7	Supply place and compact 1" overlay layer of HL3 asphalt on parking area	250 tons		\$ <u>20.00</u> per ton	\$ <u>5000.00</u>

Total For Part A (carried to summary) 11 335.50

PART "B" BALMORAL RECREATION CENTRE PARKING LOT

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
B.1	Remove and dispose of asphalt and underlying material from parking area to 12" depth	2170	Sq. Yd.	\$ <u>1.51</u> per Sq. Yd.	\$ <u>3276.70</u>
B.2	Subexcavation and filling and compaction select on-site fill of poor subsoil as specified	160	Cu. Yd.	\$ <u>7.00</u> per Cu. Yd.	\$ <u>1120.00</u>
B.3	Supply and place 6" dia. 18 Ga Hel-Con Perforated drain or equivalent including outlet to Balmoral Drive Curb.	380	Lin. Ft.	\$ <u>3.50</u> per Lin. ft.	\$ <u>1330.00</u>
B.4	Supply and place and compact 6" of 3/4" clear stone.	860	Tons	\$ <u>6.25</u> per ton	\$ <u>5419.00</u>
B.5	Supply, place and compact 4" of Granular 'A'	570	Tons	\$ <u>5.35</u> per ton	\$ <u>3049.50</u>
B.6	Supply, place and compact 2" layer of HL4 asphalt on new parking area.	400	Tons	\$ <u>20.00</u> per ton	\$ <u>8000.00</u>
B.7	Install precast curb stops and pins (materials supplied by Parks & Recreation Dept.)	35	Each	\$ <u>5.00</u> each	\$ <u>175.00</u>
Totals for Part B (carried to summary)					<u>22,369.20</u>

PART "C" CHINGUACOUSY PARK DRIVEWAY ENTRANCE AND SKI HILL PARKING LOT

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
C.1	Remove and dispose of existing asphalt only from parking lot or scarify and break down to maximum of 2" dia. pieces.		Lump Sum		<u>1250.00</u>
C.2	Remove and dispose of broken and cracked asphalt only, from driveway entrance repair areas	400	Sq. Yd.	\$ <u>0.50</u> per Sq. Yd	\$ <u>200.00</u>
C.3	Remove and dispose of asphalt and underlying material from soft spot areas in driveway entrances to 18" depth.	400	Sq. Yd.	\$ <u>2.25</u> per Sq. Yd.	\$ <u>900.00</u>
C.4	Subexcavation and filling and compaction with select on-site fill of poor subsoil areas as specified	20	Cu. Yd.	\$ <u>7.00</u> per Cu. Yd.	\$ <u>140.00</u>
C.5	Supply, place and compact 10" of Granular 'B' in driveway entrance repair areas only	300	Tons	\$ <u>4.25</u> per ton	\$ <u>1275.00</u>
C.6	Supply, place and compact 6" of Granular 'A' in driveway entrance repair areas only, and 8" of Granular 'A' on parking lot only	2600	Tons	\$ <u>5.35</u> per ton	\$ <u>13910.00</u>
C.7	Supply, place and compact 1 1/2" layer of HL6 asphalt on repair areas only.	60	Tons	\$ <u>20.00</u> per ton	\$ <u>1200.00</u>
C.8	Supply, place and compact 1" overlay layer of HL3 asphalt on driveway entrances only.	200	Tons	\$ <u>20.00</u> per ton	\$ <u>4000.00</u>

cont'd.....

PART "C" CHINGUACOUSY PARK DRIVEWAY ENTRANCE AND SKI HILL PARKING LOT CONT'D

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
C.9	Supply, place and compact 2" layer of HL4 asphalt on new parking area only	600	Tons	\$ <u>20.00</u> per ton	\$ <u>12,000</u>

Total for Part C (carried to summary) 34,875.

PART "D" BRAMPTON CEMETERY WORK AREA

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
D.1	Excavate existing area for new asphalt working area (average depth 12")	300	Sq. Yd.	\$ <u>2.00</u> per Sq. Yd.	\$ <u>600.00</u>
D.2	Supply, place and compact 10" of Granular B	200	Tons	\$ <u>4.25</u> per ton	\$ <u>850.00</u>
D.3	Supply, place and compact 6" of Granular A	140	Tons	\$ <u>5.35</u> per ton	\$ <u>749.00</u>
D.4	Supply, place and compact 2" layer of HL4 asphalt	50	Tons	\$ <u>25.00</u> per ton	\$ <u>1250.00</u>
D.5	Supply and install 6" high Cedar Wood Fence with 1" x 6" boards, 4" x 6" cedar post top cap, and bottom cap as per Detail Drawing attached.	110	Lin. Ft.	\$ <u>13.50</u> per Lin. Ft.	\$ <u>1485.00</u>

Total for Part D (carried to summary) 4,934.00

PART "E" MEMORIAL ARENA ENTRANCE

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
E.1	Remove and dispose of broken and cracked asphalt only	100	Sq. Yd.	\$ <u>1.00</u> per Sq. Yd.	\$ <u>100.00</u>
E.2	Remove and dispose of asphalt and underlying material from soft spot areas to 18" depth.	80	Sq. Yd.	\$ <u>3.00</u> per Sq. Yd.	\$ <u>240.00</u>
E.3	Supply, place and compact 10" of Granular 'B'	60	Tons	\$ <u>4.25</u> per ton	\$ <u>255.00</u>
E.4	Supply, place and compact 6" of Granular 'A'	50	Tons	\$ <u>5.35</u> per ton	\$ <u>267.50</u>
E.5	Supply, place and compact 1 1/2" layer of HL6 asphalt on repair area only.	25	Tons	\$ <u>25.00</u> per ton	\$ <u>625.00</u>
E.6	Supply, place and compact 1" overlay layer of HL3 asphalt on entrance area only	35	Tons	\$ <u>25.00</u> per ton	\$ <u>875.00</u>

Total for Part E (carried to summary) 2362.50

SUMMARY OF CONTRACT 78-29

PART A	Centennial Recreation Centre	\$ <u>11,335.50</u>
PART B	Balmoral Recreation Centre	\$ <u>22,369.20</u>
PART C	Chinguacousy Park	\$ <u>34,875.00</u>
PART D	Brampton Cemetery	\$ <u>4,934.00</u>
PART E	Memorial Arena	\$ <u>2,362.50</u>
	Miscellaneous and Contingency	\$ <u>2500.00</u>
	Total for Contract No. 78-29	\$ <u><u>78,376.20</u></u>

PERFORMANCE AND MAINTENANCE BOND

Bond No. F18-1974

Account _____

Contract 78-29

KNOW ALL MEN BY THESE PRESENTS, that we

(the Contractor)

FRANK VESPI CONSTRUCTION LIMITED

hereinafter called 'the Principal', and

PITTS INSURANCE COMPANY

(the 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 \$43,501.20 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

14th of September, 1978.

Whereas by an Agreement in writing dated the 12th day of September 1978 the Principal has entered into a contract with the Obligee, hereinafter called the 'Contract', for the construction, alteration, repair, or maintenance of: _____

repair and resurfacing of various parking areas

at Centennial Recreation Centre, Balmoral Recreation Centre, Brampton Cemetery, Memorial Arena
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.

Now 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.

CERTIFICATE OF LIABILITY INSURANCE

INSURANCE COMPANY COMMERCIAL UNION ASSURANCE GROUP

TO:- THE CORPORATION OF THE CITY OF BRAMPTON
24 Queen Street East
Brampton, Ontario
L6V 1A4

THIS IS TO CERTIFY THAT:- FRANK VESPI CONSTRUCTION LIMITED
CONTRACTOR

whose address is P.O. Box 211, Brampton, Ontario. L6V 2L1
has comprehensive liability insurance in this company under
Policy Number 296C421 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 (one (1)
million) \$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 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.

This policy expires on AUGUST 31, 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 SEPTEMBER 14, 1978.

COUNTERSIGNED

Merita Wainner
JOHN FLYS, INSURANCE

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 any 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


FRANK VESPI CONSTRUCTION LIMITED



Witness signs here


Principal signs here and seal where applicable

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

PITTS INSURANCE COMPANY


Witness signs here


Surety company officer signs here with seal

Pitts Insurance Company

RD September 11 19 78



BY-LAW

No. 226-78

To authorize the execution of Contract
No, 78-29 with Frank Vespi Construction
Ltd.
(REPAIR AND RESURFACING OF VARIOUS
PARKING AREAS)