



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

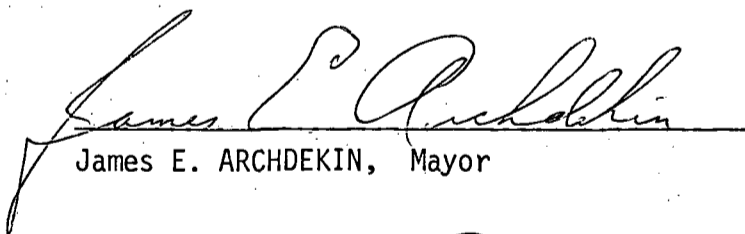
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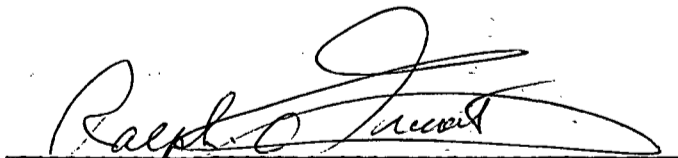
To authorize the execution of an agreement with VENTRELLA BROS. CONSTRUCTION LIMITED - Contract No. 80-41 (sidewalk repair)

The Council of The Corporation of the City of Brampton ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated 1980 08 14 between the City and VENTRELLA BROS. CONSTRUCTION LIMITED, relating to sidewalk repair. (Contract No. 80-41)

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 22nd day of September, 1980.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

CERTIFICATE OF LIABILITY INSURANCE

THE HALIFAX 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 Ventrella Bros. Construction Limited  
(CONTRACTOR)

Whose Address is 107 Langstaff Road East, Thornhill, Ontario L3T 3M5.

has comprehensive liability insurance in this Company under Policy  
No. 5-052085 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 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.

THE POLICY EXPIRES ON March 31, 1981

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

With respect to Contract No. 80-41 for the ~~Construction of~~  
Sidewalk Repair

We certify that the Corporation will be coinsured with the Contractor.

DATE: August 27th, 1980

COUNTERSIGNED: Ida Stella

NAME OF AGENCY OR COMPANY

PEEL INSURANCE AGENCIES INC

1125 DUNDAS ST. E.  
MISSISSAUGA, ONT.  
L4T 2G4  
279-7177  
AGENCIES INC.

PEEL INSURANCE  
AGENCIES INC.

APPROVED AS TO FORM  
LAW DEPT.  
BRAMPTON  
DATE 12/5/80

PERFORMANCE AND MAINTENANCE BOND

Bond No. 83-0120-590-80

Contract 90-41

Account \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we Ventrella Bros. Construction  
Limited (The Contractor)

hereinafter called "The Principal", and  
UNITED STATES FIDELITY AND GUARANTY 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 \$ 27,927.00 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  
25 of AUGUST, 19 80.

Whereas by an Agreement in writing dated the 14th day of August, 19 80., the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the ~~construction, alteration, repair, or maintenance of~~ Sidewalk  
Repair  
(Description of Works)

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.

APPROVED AS TO FORM LAW BOOK SECTION  
*[Signature]*  
DATE 12/1/80

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 of 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 an 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 Oblige.

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

*L. J. [Signature]*  
Witness signs here

VENTRELLA BROS. CONSTRUCTION LIMITED.  
*[Signature]* (Seal)  
Principal signs here and seal where applicable

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

*Roberta Mills*  
Witness signs here

UNITED STATES FIDELITY AND GUARANTY COMPANY  
*David Hodgson*  
DAVID HODGSON Attorney-in-Fact (Seal)  
Surety Company Officer signs here with seal

This Agreement made in Quadruplicate this 14th day of August, 19 80.

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

- AND -  
VENTRELLA BROS. 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 :

Sidewalk Repair

(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

(Twenty Seven Thousand, Nine Hundred & Twenty Seven Dollars).

DOLLARS (\$ 27,927.00 )

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:

Ventrella Bros. Construction Limited  
107 Langstaff Road East,  
THORNHILL, Ontario  
L3T 3M5.

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.

*[Handwritten Signature]*

WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS 107 LANGSTAFF RD E  
THORNHILL ONT

VENTRELLA BROS. CONSTRUCTION LIMITED.

*[Handwritten Signature]*

OCCUPATION Bookkeeper

APPROVED  
AS TO FORM  
LAW DEPT.  
BRAMPTON  
DATE 12/6/80

CORPORATION OF THE CITY OF  
BRAMPTON

*[Handwritten Signature]*

MAYOR

*[Handwritten Signature]*

CLERK

AUTHORIZATION BY-LAW  
NUMBER 251-80  
PASSED BY CITY  
COUNCIL ON THE 22ND  
DAY OF SEPTEMBER 1980

FORM OF TENDER

FOR

CONTRACT NO. 80-41

THIS TENDER SUBMITTED BY Ventrella Bros. Construction Ltd. FIRM NAME OR  
107 Langstaff Rd. E. Thornhill, Ont. INDIVIDUAL  
ADDRESS

(416) 889-8501 TELEPHONE NUMBER

TO THE MAYOR AND COUNCIL OF THE CORPORATION  
OF THE CITY OF BRAMPTON.

XI/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.

XII/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.

XIII/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.

XIV/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.

XV/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.

XVI/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.







FORM OF TENDER

CONTRACT #80-41

SCHEDULE OF ITEMS AND UNIT PRICES

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	RATE	AMOUNT
<u>MISCELLANEOUS REPAIRS</u>					
IN AREAS DESIGNATED BY THE ENGINEER					
	BREAK OUT AND DISPOSE OF EXISTING CONCRETE SIDEWALK.	615	M <sup>2</sup>	\$ 4.40	\$ 2,706.00
2.	FORM AND POUR NEW CONCRETE SIDEWALK AS PER SPECIFICATIONS	615	M <sup>2</sup>	\$ 15.40	9,471.00
3.	BREAK OUT AND DISPOSE OF EXISTING CONCRETE SIDEWALK	250	M <sup>2</sup>	\$ 5.00	1,250.00
4.	FORM AND POUR NEW CONCRETE SIDEWALK AS PER SPECIFICATIONS	250	M <sup>2</sup>	\$ 15.40	3,850.00
5.	FORM AND POUR NEW CONCRETE BUS PADS	200	M <sup>2</sup>	\$ 27.50	5,500.00
6.	SUPPLY AND PLACE CONCRETE CURB AND GUTTER AS PER STANDARD DRAWING 220. PRICE SHALL INCLUDE REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER AND ANY EXCAVATION REQUIRED.	100	M	\$ 36.00	3,600.00
7.	SUPPLY, PLACE AND COMPACT GRANULAR 'B' MATERIAL AS REQUIRED.	100	TONNES	\$ 7.00	700.00
8.	SUPPLY, PLACE AND COMPACT GRANULAR 'A' MATERIAL AS REQUIRED	100	TONNES	\$ 8.50	850.00

TOTAL TENDER PRICE	\$ 27,927.00
ESTIMATED VALUE OF MATERIALS TO BE INCORPORATED INTO PERMANENT WORKS	\$ 7,000.00
ESTIMATED VALUE OF LABOUR	\$ 18,000.00
ESTIMATED VALUE OF OTHER THINGS	\$ 2,927.00
TOTAL (MUST INCLUDE TOTAL TENDER PRICE)	\$ 27,927.00

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PASSED September 22, 19 80

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# BY-LAW

251-80

No. \_\_\_\_\_

To authorize the execution of an agreement with VENTRELLA BROS. CONSTRUCTION LIMITED - Contract No. 80-41 (sidewalk repair)