



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 252-78

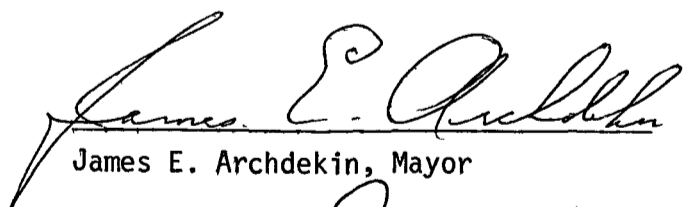
To authorize the execution of Contract
No. 78-123 with Ferpac Paving Inc.
(RECONSTRUCTION OF ROSALEA PARK PARKING
LOT - CHURCH STREET)

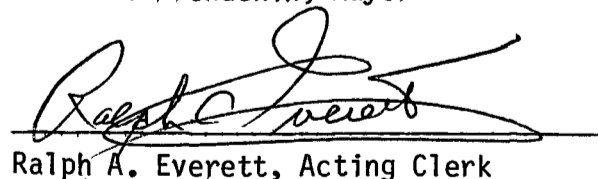
WHEREAS it is deemed expedient to enter into and execute Contract
No. 78-123 with Ferpac Paving Inc.

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. 78-123 with Ferpac Paving Inc., attached hereto as
Schedule "A".
2. That the Mayor and the Clerk are hereby authorized to affix
their signatures to the said Contract No. 78-123 attached
hereto as Schedule "A", with Ferpac Paving Inc.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council
this 23rd day of October, 1978.


James E. Archdekin, Mayor


Ralph A. Everett, Acting Clerk

THE CORPORATION OF THE CITY OF BRAMPTON
FORM OF AGREEMENT

CONTRACT NO. 78-123

This agreement made in quadruplicate this 26th day of September, 1978.

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

-AND- FERPAC PAVING INC.
(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:-

Reconstruction of the Rosalea Park Parking Lot - Church Street

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>FERPAC PAVING INC.</u> ,	ENGINEER: J. F. Curran, P.Eng.
<u>1919 Albion Road,</u>	City Engineer
<u>Rexdale, Ontario.</u>	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 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.

WITNESS AS TO SIGNATURE OF CONTRACTOR

FERPAC PAVING INC.



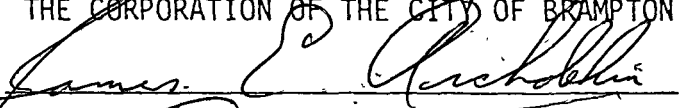
John G. Ferzoco, President.

ADDRESS R. R. # 1, Bolton, Ontario.

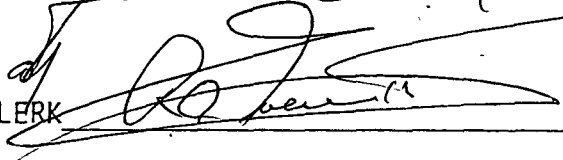
OCCUPATION Bookkeeper

THE CORPORATION OF THE CITY OF BRAMPTON

MAYOR



CLERK



THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF TENDER

CONTRACT NO. 78-123

This Tender Submitted By: FERPAC PAVING INC

ADDRESS: P.O. Box 2055 STN 'B' REXDALE

TELEPHONE NUMBER: 675-1216

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 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:-
- ~~I~~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.
- ~~I~~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.
- ~~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 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 SIMCOE & ERIC GENERAL INSURANCE

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 twenty (20) 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 incompletd, after the time of completion as specified above.

A certified cheque in the amount of \$2,000.00

Two Thousand 00 /100 is enclosed, Dated at

REXDALE this 19th day of SEPT 1978

J. Colocchia
SIGNATURE OF WITNESS

J. G. Ferzoco
SIGNATURE AND SEAL OF TENDERER
J. G. FERZOLO PRESIDENT

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT5

CONTRACT NO. 78-123
ROSALEA PARK PARKING LOT - CHURCH S

The Tenderer shall prepare this Tender legibly in ink or typewriter. Any changes, erasures or overwriting of the prices shall be initialled.

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 total of the tender adjusted accordingly.

Specification numbers and S.P. refer to the Ministry of Transportation and Communications Specifications. Special refers to the City of Brampton Special Provisions. City refers to the City of Brampton Standard Specifications.

ITEM NO	SPEC. NO	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
1.	Special City, 406	Supply and install concrete storm sewer pipe (with rubber gasket joints), Class "B" bedding and select native backfill to subgrade, or as specified				
a.		12" dia. C14-ES .	40	Lin.Ft.	\$ 33. ⁰⁰ per lin.ft.	\$ 1320. ⁰⁰
b.		15" dia. C14-SS	365	Lin.Ft.	\$ 16.50 per lin.ft.	\$ 6022.50
2.	Special City	Construct catchbasin manholes including excavation, frames, grate and granular backfill as per detail.				
a.		C.B.M.H. #1A as per detail			lump sum	\$ 880. ⁰⁰
b.		C.B.M.H. #2A as per detail			lump sum	\$ 880. ⁰⁰
c.		C.B.M.H. #3A as per detail			lump sum	\$ 880. ⁰⁰
d.		C.B. #4A as per Std. 323 & 325			lump sum	\$ 880. ⁰⁰
3.	Special	Construct concrete outfall structure including excavation, and supply and installation of a flap gate.				
					lump sum	\$ 2000. ⁰⁰
4.	Special	Supply, place and compact approved, imported fill material	200	C.Y.	\$ 1. ⁰⁰ per cu.yd.	\$ 200. ⁰⁰
5.	Special	Fine grading of subgrade			lump sum	\$ 1350. ⁰⁰

ITEM NO	SPEC. NO	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
6.	City 314 1010 Special	Supply, place and compact 6" Granular "A" base course	2200	tons	\$ <u>4.60</u> per ton	\$ <u>10,120.00</u>
7.	310 City	Supply mix and place 2" of hot mix, hot laid H.L. 3A asphalt including asphalt cement	720	tons	\$ <u>18.20</u> per ton	\$ <u>13,104.00</u>
8.a.	Special	Salvage and reinstall existing guard rail if possible	240	lin.ft.	\$ <u>7.15</u> per lin.ft.	\$ <u>1716.00</u>
b.		Additional for new guard rail as per Std. No.410	240	lin.ft.	\$ <u>17.60</u> per lin.ft.	\$ <u>4224.00</u>
9.	Special	Supply and place nursery sod plus 3 inches of topsoil including water	350	sq.yd.	\$ <u>2.00</u> per sq.yd.	\$ <u>700.00</u>
10.		Contingency Item (See Information for Tenderers)				\$ <u>3,000.00</u>
						<u>✓</u> <u><u>47,276.50</u></u>

PERFORMANCE AND MAINTENANCE BOND

BOND NO. F - 3864

ACCOUNT NO. _____

CONTRACT NO. 78-123

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Contractor)

FERPAC PAVING INC.

hereinafter called the "Principal" and

SIMCOE & ERIE GENERAL INSURANCE 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 \$ 47,276.50 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 26th of September, 1978.

Whereas by an Agreement in writing dated the 26th day of Sept., 1978, the Principal has entered into a Contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair or maintenance of:

Reconstruction of the Rosalea Park Parking Lot - Church Street

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

FERPAC PAVING INC.

BY:  (Seal)

Principal signs here and seal where applicable

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

Witness signs here

SIMCOE & ERIE GENERAL INSURANCE COMPANY

BY: 

Surety Company Officer signs here with seal
ROBERT R.S. WRIGHT, Attorney-in-fact.

CERTIFICATE OF LIABILITY INSURANCE

INSURANCE COMPANY ROYAL INSURANCE COMPANY POLICY #4812631

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

THIS IS TO CERTIFY THAT: FERPAC PAVING INC.
CONTRACTOR

whose address is 1919 Albion Road, Rexdale, Ontario.

has comprehensive liability insurance in this Company under Policy No. 4812631 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.

This policy expires on APRIL 11, 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 1978 09 26

COUNTERSIGNED

Burns - Darling

61 ALNESS ST. BRAMPTON, ONT
M3J 2H2
Tel: 561-5770

ROYAL INSURANCE CO. OF CANADA

Charles ... For The Company

PASSED October 23rd 19 78



BY-LAW

No. 252-78

Being a By-law to authorize the execution
of Contract No. 78-123 with Ferpac Paving Inc.
(RECONSTRUCTION OF ROSALEA PARK PARKING LOT -
CHURCH STREET)