



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 292-79

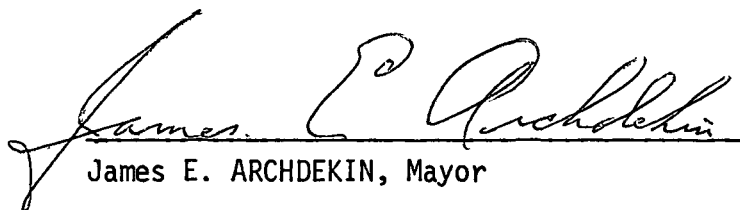
To authorize the execution of an Agreement
with ANDREW PAVING & ENGINEERING LIMITED
- Contract No. 79-50 (installation of
asphalt park walkways)

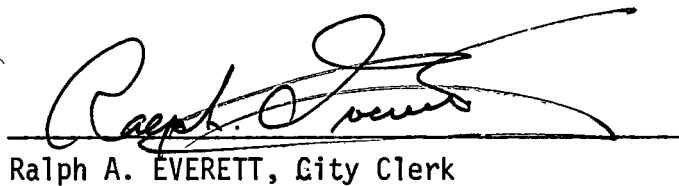
WHEREAS it is deemed expedient to enter into and execute Contract No.
79-50 with ANDREW PAVING & ENGINEERING LIMITED;

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.
79-50 with ANDREW PAVING & ENGINEERING 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. 79-50 with
ANDREW PAVING & ENGINEERING LIMITED, attached hereto as
Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this
10th day of October, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

(This Agreement made in Quadruplicate this 26th day of September, 19 79

BETWEEN:

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

- AND -

ANDREW PAVING & ENGINEERING 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 :

Installation of Asphalt Park Walkways at
various locations within the City of Brampton

(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 Parks and Recreation, 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 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.

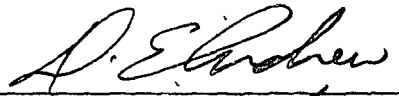


WITNESS AS TO SIGNATURE OF CONTRACTOR)

ADDRESS _____


OCCUPATION _____

Andrew Paving & Engineering Limited

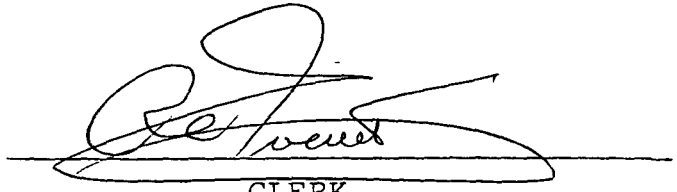


Treasurer

CORPORATION OF THE CITY OF
BRAMPTON



MAYOR



CLERK

THE CORPORATION OF THE
CITY OF BRAMPTON
PARKS AND RECREATION DEPARTMENT

T E N D E R
(LUMP SUM PRICE)
CONTRACT NO. 79-50

ANDREW PAULING & ENG LTD.

NAME OF FIRM OR INDIVIDUAL (THE CONTRACTOR)

Box 835 Station B Willowdale 4956111

ADDRESS AND TELEPHONE NUMBER

S.G. Martley

NAME OF PERSON SIGNING FOR FIRM

SECRETARY

OFFICE OF PERSON SIGNING FOR FIRM

FOR: INSTALLATION OF ASPHALT PARK WALKWAYS
LOCATION: VARIOUS WITHIN THE CITY OF BRAMPTON

M.S. Lingard,
Purchasing Agent

D.M. Gordon,
Commissioner
Parks & Recreation

THE CORPORATION OF THE
CITY OF BRAMPTON
24 Queen Street East
Brampton, Ontario
L6V 1A4.

IN INK OR
TYPEWRITER

FORM OF TENDER

FOR

CONTRACT NO. 79-50

THIS TENDER SUBMITTED BY Andrew Proulx Eng Ltd FIRM NAME
INDIVIDUAL
ADDRESS

9956111 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, Agreement and Bond relating thereto, prepared, submitted and rendered available by the Commissioner, 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, 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 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.

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 Performance Deposit, 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 by reason of any such default or failure on MY/OUR part.

Dated at Toronto this 12th day of September
19 79.

[Signature]
SIGNATURE OF WITNESS

[Signature]
SIGNATURE AND SEAL OF TENDERER.

BID SHEET

CONTRACT NO. 79-50

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

The Tenderer shall prepare this bid 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 the total of the tender adjusted accordingly.

<u>DESCRIPTION</u>	<u>ESTIMATED QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Asphalt	2520	Tons	\$ <u>23.75</u>	\$ <u>59,850.⁰⁰</u>
Granular Material	4570	Tons	\$ <u>5.50</u>	\$ <u>25,135.⁰⁰</u>

Contingency Allowance \$5,000.00

TOTAL LUMP SUM PRICE \$ 89,985.⁰⁰*

Note *

IF EXCAVATION IS REQUIRED EXTRA LUMP SUM PRICE WILL BE "20,000" ADDITIONAL TO ABOVE "89,985" LUMP SUM PRICE

Bidders must bid on all of the above work, no partial bids will be accepted. The Corporation of the City of Brampton reserves the right to award all of the Contract or any portion thereof.

A Certified Cheque or Bid Bond in an amount equal to 10% (Ten Percent) of the Tender Price payable to the Corporation of the City of Brampton (\$ 9,000.⁰⁰) Nine Thousand

100 is attached hereto.

If this Tender is accepted I/WE [Signature] hereby identify this as the Bid Sheet for Contract No. 79-50 executed by me/us bearing the date this 12 day of September 1979.

WITNESS _____

SIGNATURE [Signature]

SIGNATURE [Signature]

POSITION IN FIRM SECRETARY

SCHEDULE OF TENDER DATA, PLANS AND SPECIFICATIONS

CONTRACT NO. 79-50

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

Cover Sheet - Page 1
Information to Tenderers (6 copies)
Tender Form - Page 8 & 9 (2 copies)
Proposed Sub Contractors - Page 10
Contractor's Experience Record - Page 11
Bid Sheet - Page 12
Schedule Form - Page 13
General Conditions - Page 14
Specifications and Scope of Work (28 sheets)
Drawings (9 copies)
Ontario Retail Sales Tax Exemption (3 sheets)
Certificate of Liability Insurance (1 sheet)
Performance Bond - (3 sheets)
Agreement (4 sheets)

By my/our signature, I/WE, SL Hu
hereby identify this as the Schedule of Tender Data, Plans and
Specifications for Contract No. 79-50 executed by me/us and
bearing date the 12th day of September 1979.

WITNESS _____

SIGNATURE SL Hu

SIGNATURE _____

POSITION IN FIRM SECRETARY

GENERAL CONDITIONS

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

GENERAL TYPE OF CONTRACT: Installation of Asphalt Park Walkways
LOCATION: Various within the City of Brampton
SUBMISSION OF TENDER: Your tender must be made on this form and returned sealed in the enclosed envelope ON OR BEFORE 2:00 o'clock p.m. E.D.S.T.

WEDNESDAY, SEPTEMBER 12th, 1979

addressed to Mr. M.S. Lingard, Purchasing Agent, Supply and Services Section, The Corporation of the City of Brampton. (One extra copy of the Form of Tender and Bid Sheet is included for your retention). Pages 8, 9 and 12

The lowest or any tender is not necessarily accepted.

COMMENCEMENT DATE: Contractor to commence work within 5 (five) days after receipt of Notice of Acceptance.

COMPLETION DATE: Not later than November 15, 1979.

The Contractor shall supply all materials for this Contract.

By my/~~our~~ signature hereunder, I/~~We~~ SL Lin
hereby identify this as the General Conditions for Contract No. 79-50
executed by me/~~us~~ and bearing date the 12th day of September
1979.

WITNESS _____

SIGNATURE SL Lin

SIGNATURE [Signature]

POSITION IN FIRM SECRETARY

PERFORMANCE AND MAINTENANCE BOND

Bond No. BND 222 88 12

Contract 79-50

Account _____

KNOW ALL MEN BY THESE PRESENTS, that we Andrew Paving & Engineering
(The Contractor)

Limited

hereinafter called "The Principal", and

The Continental 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 \$109,985.00 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 bind 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

4th of October, 1979

Whereas by an Agreement in writing dated the 26th day of September 19 79, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the ~~construction, alteration, repair and maintenance of~~ Installation

of Asphalt Park Walkways at various locations within the City of Brampton

(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.

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 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

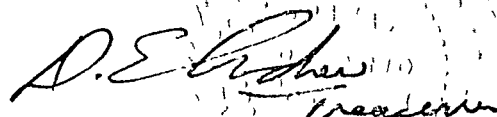
to be constructed, altered, repaired or maintained under the contract or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee. Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than 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



Witness signs here



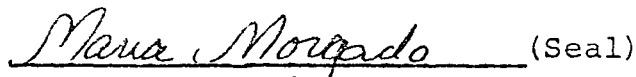
Andrew Paving & Engineering Limited (Seal)

Principal signs here and seal where applicable

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

Witness signs here

The Continental Insurance Company

 (Seal)

Surety Company Officer signs here with seal

Maria Morgado, Attorney

CERTIFICATE OF LIABILITY INSURANCE

THE CITY OF BRAMPTON
OF CANADA

(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 24 QUEEN STREET, EAST, BRAMPTON, ONTARIO, L6V 1A4

THIS IS TO CERTIFY THAT Andrew Paving & Engineering Limited
(CONTRACTOR)

Whose Address is P.O. Box 835, Station "B" Willowdale, Ontario
has comprehensive liability insurance in this Company under Policy
No. C 184888, 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 September 13, 1980

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

With respect to Contract No. 79-50 for the ~~Construction of~~ ^{Installation of} Asphalt Park Walkways at various locations within The City of Brampton

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

DATE: October 4, 1979

COUNTERSIGNED: _____

James J. Burns
THE CITY OF BRAMPTON INSURANCE COMPANY
OF CANADA

PASSED October 10th 19 79



BY-LAW

No. 292-79

To authorize the execution of an
Agreement with ANDREW PAVING & ENGINEERING
LIMITED - Contract No. 79-50 (installation
of asphalt park walkways)

[Handwritten initials]