



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 294-78

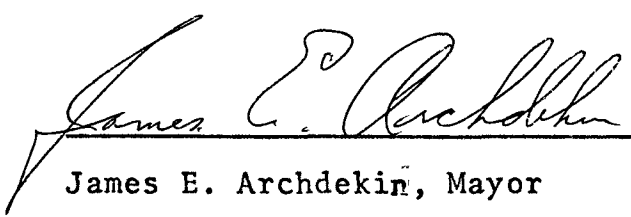
To authorize the execution of an agreement with CANADIAN CUTTING & CORING (TORONTO) LIMITED - Contract No. 78-129 (Construction of Rosalea Parking Lot - Union Street including Building and Pool Removal)

WHEREAS it is deemed expedient to enter into and execute Contract No. 78-129 with Canadian Cutting & Coring (Toronto) 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. 78-129 with Canadian Cutting & Coring (Toronto) 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. 78-129 with Canadian Cutting & Coring (Toronto) Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 6th day of November, 1978.

  
James E. Archdekin, Mayor

  
Ralph A. Everett, Acting Clerk

THE CORPORATION OF THE CITY OF BRAMPTON  
FORM OF AGREEMENT

CONTRACT NO. 78-129

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- CANADIAN CUTTING AND CORING (TORONTO) 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 the Rosalea Parking Lot Union Street  
Including Building and Pool Removal

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:	CANADIAN CUTTING AND <u>CORING (TORONTO)</u> LIMITED	ENGINEER:	J. F. Curran, P.Eng. City Engineer 24 Queen Street East Brampton, Ontario L6V 1A4
	<u>1860 Sismet Road,</u> Mississauga, Ontario.		

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.

John Wilson.  
WITNESS AS TO SIGNATURE OF CONTRACTOR

20 Fairbank Road.  
Brampton.  
Sales.  
ADDRESS  
OCCUPATION

CANADIAN CUTTING AND CORING  
(TORONTO) LIMITED

[Signature]  
[Signature]

THE CORPORATION OF THE CITY OF BRAMPTON

MAYOR

James E. Archibkin

CLERK

[Signature]

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF TENDER.

CONTRACT NO. 78-129

This Tender Submitted By: CANADIAN CUTTING & CORING (TORONTO)

LIMITED

ADDRESS: 1860 SISMET ROAD, MISSISSAUGA, ONTARIO. L4W 1W9

TELEPHONE NUMBER: 624-1414

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 A Irrevocable Standby Letter of Credit From The Royal Bank of Canada For The Full Amount of The Contract

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 thirty (30) 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/x/100 is enclosed, Dated at

MISSISSAUGA this 19TH day of SEPTEMBER 19 78

[Signature]  
SIGNATURE OF WITNESS

[Signature]  
SIGNATURE AND SEAL OF TENDERER

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

LIST OF SUB-CONTRACTORS

The Tender submits the following list of sub-contractors whom he proposes to use and he understands that no additions or changes to this list will be permitted after the closing date of the tenders.

SUB-CONTRACTORS	ADDRESS	TRADE AND NATURE OF WORKS
Anthony Paving Co. Ltd.	40 Poplar Heights Dr., Islington, Ontario.	Items 6 & 7
Angellotti Contracting Ltd.	1365 Weston Road Toronto, Ontario.	Items 12, 13, 14 & 16





SCHEDULE OF QUANTITIES

FT-6

ROSALEA POOL RENOVATIONS AND  
PARKING LOT EXTENSION  
CONTRACT NO. 78-109

ITEM NO	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
13.		Supply & install 2' x 2' ditch inlet catchbasin as per Std.#322 including removal of existing catch basin	1	each	\$ 660.00 per each	\$ 660.00
14.	Special	Supply & install 8" dia. C14-E.S. catch basin lead including excavation, appropriate fitting, Class"B" bedding & Granular "C" backfill	10	lin.ft	\$ 110.00 per lin.ft.	\$ 1,100.00
15.	City Special	Remove existing sidewalk	70	S.F.	\$ 1.00 per S.F.	\$ 70.00
16.	351 City Special	Construct concrete sidewalk as per Std. #225.	250	S.F.	\$ 2.00 per S.F.	\$ 500.00
17.	City, 571 Special	Supply & place nursery sod including 3" topsoil & Water	250	S.Y.	\$ 3.08 per S.Y.	\$ 770.00
18.		Contingency Item (see information for Tenderers)				\$ 3,000.00
Total for Contract #78-129						\$ 47,435.90

CERTIFICATE OF LIABILITY INSURANCE

COMMERCIAL UNION ASSURANCE GROUP

(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

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

THIS IS TO CERTIFY THAT CANADIAN CUTTING & CORING LTD.  
(CONTRACTOR)

Whose Address is 1860 Sismet Road, Mississauga, Ontario

has comprehensive liability insurance in this Company under Policy No. 221J575 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 December 31st, 1978

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

With respect to Contract No. 78-129 for the Construction of

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

DATE: September 28th, 1978 ROBERT G. MEYER INSURANCE AGENCY LIMITED

COUNTERSIGNED: PER.....A. Thomas.....

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

In the even of a discrepancy between the extended total of an item and the product of an item quantity, and the unit price quoted for that item will be accepted and the total of the item adjusted accordingly.

Specification numbers 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.	DESCRIPTIONS	EST. QTY	UNIT	UNIT PRICE	AMOUNT
1.	Special	Removal of concrete deck to limits shown on drawing	825	S.Y.	\$ <u>4.42</u> per S.Y.	\$ <u>3,646.50</u>
2.	Special	Remove swimming pools including plugging of drains & removal of service piping.		Lump Sum	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
3.	Special	Demolish building shown on drawing including removal & disposal of all building materials, fixtures & equipment		Lump Sum	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
4.	City 210 Special	Excavation to subgrade including removal & disposal of surplus material	700	C.Y.	\$ <u>5.00</u> per C.Y.	\$ <u>3,500.00</u>
5.	1010,314 City	Supply, place & compact 6" Granular "A" material	550	tons	\$ <u>5.44</u> per ton	\$ <u>2,992.00</u>
6.	310 City	Supply, mix & place 1½" hot-mix, H.L.6 asphalt including asphalt cement	150	tons	\$ <u>21.83</u> per ton	\$ <u>3,274.50</u>
7.	310 City	Supply, mix & place 1" H.L.3 asphalt overlay including asphalt cement.	400	tons	\$ <u>22.11</u> per ton	\$ <u>8,844.00</u>
8.	353 City Special	Construct concrete curb as per std. #232.	305	lin.ft	\$ <u>7.00</u> per lin.ft.	\$ <u>2,135.00</u>
9.		Remove chain link fence where shown on drawings	400	lin.ft	\$ <u>.70</u> per lin.ft.	\$ <u>280.00</u>
10.		Remove existing guard rail where shown on drawings	165	lin.ft	\$ <u>2.00</u> per lin.ft.	\$ <u>330.00</u>
11.	Special	Supply & install steel beam guard rail as per Std. #410,411 & #412.	370	lin.ft	\$ <u>12.23</u> per lin.ft.	\$ <u>4,525.10</u>
12.	Special City,406, 314	Supply & install 18" dia. C76-III storm sewer (with rubber gasket joints) including Class "B" bedding, excavation & reinstatement of Union Street	286	lin.ft	\$ <u>30.80</u> per lin.ft.	\$ <u>8,808.80</u>



Toronto - International Centre  
 Royal Bank Plaza, Toronto, Ontario  
 M5J 2J5

September 26, 1978

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 6342/9783 FOR CAN.\$47,435.90

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

We hereby authorize you to draw on The Royal Bank of Canada, International Centre,  
 Royal Bank Plaza, Toronto, Ontario M5J 2J5

For the account of Canadian Cutting & Coring (Toronto) Limited

Up to an aggregate amount of Forty Seven Thousand Four Hundred Thirty Five ---90/100  
 Canadian Dollars (Can.\$47,435.90)

Available on demand

Pursuant to the request of our customer, the said Canadian Cutting & Coring (Toronto) Limited, we, The Royal Bank of Canada, hereby establish and give to you an irrevocable letter of credit which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customer to make such demand, and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to us at such time as a written demand for payment is made upon us, a certificate confirming that monies drawn pursuant to this letter of credit are to be and/or have been expended pursuant to obligations incurred or to be incurred in connection with the agreement between Canadian Cutting & Coring (Toronto) Limited and the City of Brampton dated September 26, 1978.

This letter of credit will continue up to the 1st day of March 1979 and will expire on that date and you may call for payment of the full amount outstanding under this letter of credit at any time prior to that date. Partial drawings are permitted. The amount of this letter of credit may be reduced from time to time as advised by notice in writing given to us by you.

It is a condition of this letter of credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless thirty days prior to any such date we shall notify you in writing that we elect not to consider this letter of credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder by means of your demand accompanied by your written certification that the amounts drawn will be retained and used to meet obligation incurred or to be incurred in connection with the above agreement.

YOURS TRULY.

THE ROYAL BANK OF CANADA

*[Signature]*  
 \_\_\_\_\_  
 S. A. SHALASKY  
 (AUTHORIZED SIGNATURE)

*[Signature]*  
 \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

PASSED November 6 1978

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# BY-LAW

294-78

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

To authorize execution of an agreement with CANADIAN CUTTING & CORING (TORONTO) LIMITED - Contract No. 78-129 (Construction of Rosalea Parking Lot Union Street including Building and Pool Removal)