

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 70-75

A By-law to authorize the execution
of Contract No. 75-101 with Ventrella
Bros. Ltd.

WHEREAS it is deemed expedient to enter into and execute
Contract No. 75-101 with Ventrella Bros. Ltd.

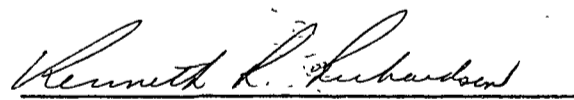
NOW THEREFORE the Council of the Corporation of the City
of Brampton ENACTS as follows:

1. That the City of Brampton enter into and
execute Contract No. 75-101 with Ventrella Bros. 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. 75-101
attached hereto as Schedule "A", with Ventrella Bros. Ltd.

READ a FIRST, SECOND and THIRD TIME and PASSED in OPEN COUNCIL
this 21st day of APRIL, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THE CORPORATION OF THE CITY OF BRAMPTON
FORM OF AGREEMENT

CONTRACT # 75-101

This agreement made in quadruplicate this 11th
day of April 19 75.

-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 consider-
ation 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 new sidewalk at various locations

(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 and 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 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 (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 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:

THE CONTRACTOR:
Ventrella Bros. Const. Ltd.,
107 Hwy. # 7 E.,
Thornhill, Ontario.

THE ENGINEER:
J. F. Curran, P.Eng.
City Engineer
City of Brampton
24 Queen Street East
Brampton, 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 effect 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.

L. Chodowski
WITNESS AS TO SIGNATURE OF CONTRACTOR

VENTRELLA BROS. CONST. LTD.

[Signature]
President.
[Circular Stamp]

304 Denman St. Richmond Hill
ADDRESS

OCCUPATION Bookkeeper

CORPORATION OF THE CITY OF BRAMPTON

(MAYOR) James E. Archibald
(CLERK) Kenneth R. Richardson

SCHEDULE OF ITEMS AND PRICES

-4-

CONTRACT #75-101
CITY OF BRAMPTON

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Excavation & disposal of material from the installation of 5' concrete sidewalk	9,800	L.F.	\$ <u>0.25</u>	\$ <u>2,450.00</u>
2.	Form, pour, remove forms for new 5' concrete sidewalk (5 s.f. = 1 l.f.)	9,800	L.F.	\$ <u>4.50</u>	\$ <u>44,100.00</u>
3.	Supply & place concrete curb and gutter (Std.D-32)	100	L.F.	\$ <u>4.90</u>	\$ <u>490.00</u>
4.	Saw cut existing concrete driveways	100	L.F.	\$ <u>0.20</u>	\$ <u>20.00</u>
5.	Saw cut existing asphalt driveways	5000	L.F.	\$ <u>0.10</u>	\$ <u>500.00</u>
6.	Supply and place Granular "A" Material	100	tons	\$ <u>5.00</u>	\$ <u>500.00</u>
7.	Supply and place Granular "C" Material	100	tons	\$ <u>3.50</u>	\$ <u>350.00</u>
8.	Contingency Item				\$ <u>2,500.00</u>
TOTAL					\$ <u>50,910.00</u>

17. SUBGRADE PREPARATION :-

It shall be the responsibility of the Contractor to supply and place at no cost to the City all granular material required as per Clause 7 in the Sidewalk Specifications.

The Contractor shall note that no fill section of any consequence is anticipated.

If, in the opinion of the Engineer, considerable fill is required, the Contractor shall be paid for the supply, placement and compaction of this material as per the applicable item in the Form of Tender.

18. CONTRACTOR'S REPRESENTATIVE :-

The prime Contractor must have his representative on the site at all times. This person shall have foreman or supervisory capabilities as judged by the City and be able to speak English.

19. SAW CUTTING :-

It is anticipated that there will be locations where it is not feasible or economical to remove sidewalk or curb to the nearest expansion joint, therefore, the Contractor may be called on to provide a suitable machine for sawing concrete with a neat straight edge to a depth of at least three (3) inches as per the applicable item in the Form of Tender.

20. DEPTH OF DRIVEWAYS :-

The Contractor shall note that on Standard Drawing D-35, the depth of concrete at all driveway crossings shall be six (6) inches instead of four (4) inches. No additional payment will be allowed for this requirement.

21. NEW CONCRETE SIDEWALKS:

The following is a list of areas to be provided with new five (5) foot concrete sidewalks as per standard drawing D-35. Payment shall be made on a square foot basis and paid in Bid Item No. 2:-

- A. Wellington Street - North Side
(from George Street to Main Street) 200 feet
- B. Bartley Bull Parkway - South Side
(Main Street to Pinetree Crescent) 1,000 feet
- C. George Street - East Side
(Nelson Street to Wellington Street) 800 feet

- D. Kennedy Road - East Side
(from Steeles Avenue to W.J. Fenton School) 2,000 feet
- E. Union Street - East Side
(from Queen Street to Nelson Street) 600 feet
- F. Nanwood Drive - South Side
(from Main Street to Cathedral Road) 1,100 feet
- G. Queen Street West - South Side
(from McLaughlin Road to Kimbark Road) 1,800 feet
- H. Cathedral Road - West Side
(from Nanwood Drive to Bartley Bull Parkway) 1,000 feet
- J. Eldomar Avenue - North Side
(from Meadowland Drive to end) 4,000 feet
- K. Duke Street - East Side
(Deerfield Crescent to Balmoral Drive) 900 feet

22. EXCAVATION :-CON :-

The Contractor shall note that Bid Item 1, Excavation shall include removal of all sod, topsoil, asphalt and concrete, debris from the site at the Contractor's expense. Measurement for payment shall be made on a lineal foot basis. Five square feet shall be considered as one lineal foot.

UNITED STATES FIDELITY AND GUARANTY COMPANY

TORONTO MONTREAL

(A Stock Company)

PERFORMANCE BOND

No. 83-0120-0447-75

\$ 50,910.00

Know All Men by These Presents That

VENTRELLA BROTHERS CONSTRUCTION LTD.

hereinafter called the Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation created and existing under the laws of the State of Maryland, and whose principal office for Canada is located in the City of Toronto, Ontario, and duly authorized to transact the business of Suretyship in all provinces and territories in Canada, as Surety, hereinafter called the Surety, are held and firmly bound unto

CORPORATION OF THE CITY OF BRAMPTON

as Obligee,

hereinafter called the Obligee, in the amount of **FIFTY THOUSAND, NINE HUNDRED AND TEN**-----

-----Dollars, (\$ 50,910.00) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has entered into a written contract with the Obligee, dated the day of 19 , for sidewalk construction, Contract No. 75-101, Brampton, Ontario.

in accordance with the Specifications and Drawings submitted therefor which contract, Specifications and Drawings, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, Therefore, the Condition of This Obligation is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) complete the Contract in accordance with its terms and conditions or
- (2) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

In Witness Whereof, the Principal and the Surety have Signed and Sealed this Bond this 8th day of APRIL 19 75 .

Signed and Sealed
In the presence of:

}

(SEAL)

(SEAL)

(SEAL)

Endorsed by
 Insurance Bureau of Canada
 The Royal Architectural Institute of Canada
 The Association of Consulting Engineers of Canada
 The Engineering Institute of Canada
 The Specification Writers Association of Canada

UNITED STATES FIDELITY AND GUARANTY COMPANY

Can. F&S 637A (6-72)
 Approved by Canadian Construction Association, 1972

Riley J. Todd
 (RILEY J. TODD) Attorney-in-fact

THE HALIFAX INSURANCE COMPANY



CERTIFICATE OF INSURANCE

INSURED'S NAME & ADDRESS

The Corporation of the
City of Brampton,
24 Queen St. East,
BRAMPTON, Ontario.
L6V 1A4

Ventrella Brothers Construction Limited
107 No. 7 Highway, East,
THORNHILL, Ontario.

Issued at
request of:
Address:

The Insurer hereby certifies that it has issued to the Insured named herein the policy described below: —

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	TYPE OF INSURANCE
5-03 20 28	Nov.23/74	Nov. 23/75	Comprehensive General Liability

LIABILITY INSURANCE

LIMITS OF LIABILITY — As specified:

Bodily Injury	\$	each person	} or	COMBINED	} \$500,000.00
	\$	each occurrence		INCLUSIVE	
Property Damage	\$	each accident		LIMIT	
Bodily Injury	\$	aggregate products	} or	COMBINED	} \$500,000.00
Property Damage	\$	aggregate products		INCLUSIVE LIMIT	

DESCRIPTION OF COVERAGES

Contract No. 75-101, Construction of New Sidewalks

The public Liability policy, if any, above cited, is the standard form of policy used by this Company covering the operations of the insured above specified.

The undersigned hereby certifies that the above policies are now in force and in consideration of your approval of the said insurance, it is hereby agreed that if the said policies, or any of them, are cancelled or changed during their term in such a manner as to affect this certificate, ³⁰ ~~30~~ days prior written notice of such change or cancellation will be given by us, by letter mailed to you at the above address.

This certificate is furnished as a matter of information only and confers no right upon the holder. It is issued with the understanding that the rights and liabilities of the parties will be governed by the original policy as it may be lawfully amended by endorsement from time to time.

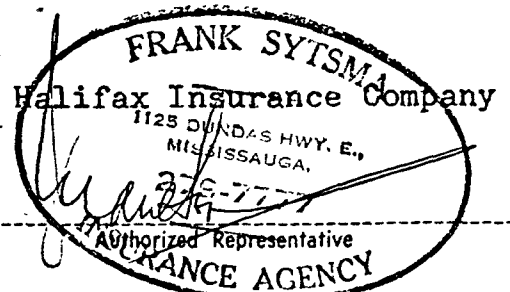
Insurance is afforded only with respect to policy and coverages described herein.

Dated at Mississauga,

8th day of

April 1975

6/70



APR 17 1975

THE CORPORATION OF THE CITY OF BRAMPTON

INTER OFFICE MEMORANDUM

To Mrs. J. Hendy
From M. S. Lingard

Date April 17, 1975
Subject Contract No. 75-101
Construction of New
Sidewalks

Please find attached four (4) copies of Agreement, one (1) copy of Performance Bond and one (1) copy of Certificate of Liability Insurance duly completed by Ventrella Brothers Construction Limited.

Would you please approve the attached documents and forward to Mr. K. R. Richardson for execution by Council.

MS Lingard

MSL/dw
attac.
c.c. K. R. Richardson

*Approved as to execution.
- Inse. cert. & performance bond
should be retained by city.
JRH.*