



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 128-77

A By-law to authorize the execution
of Contract #77-9 with Zalcar Engineering
& Contracting Co. Limited.
(ALTERATIONS TO CENTURY GARDENS)

WHEREAS it is deemed expedient to enter into and execute
Contract No. 77-9 with Zalcar Engineering & Contracting
Co. 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. 77-9 with Zalcar Engineering &
Contracting Co. 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. 77-9
attached hereto as Schedule "A", with Zalcar
Engineering & Contracting Co. Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 13th day of June, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

Stipulated price contract

project

ALTERATIONS TO CENTURY GARDENS
COMMUNITY CENTRE,
BRAMPTON, ONT.

CONTRACT: 77-9.



AGREEMENT BETWEEN OWNER AND CONTRACTOR

for use when a stipulated price forms the basis of payment and to be used only with the General Conditions of the Contract.

This Agreement made in duplicate the . . . 18-th day of May
in the year Nineteen hundred and seventy seven

by and between

. The Corporation of the City of Brampton
.
hereinafter called the "Owner"

and

. Zalcar Engineering & Contracting Co. Limited
.
hereinafter called the "Contractor"

witnesseth. that the Owner and Contractor undertake and agree as follows

ARTICLE A-1 THE WORK

The Contractor shall

- (a) perform all the Work required by the Contract Documents for Alterations to Century Gardens
Community Centre, Brampton, Ont. . . . (insert here the title of the Work and the Project)
which have been signed in duplicate by both the parties, and which were prepared by . . . Dunlop
. . . Farrow, Aitken, Arch & Engs. . . . acting as and hereinafter called the "Architect" and
- (b) do and fulfill everything indicated by this Agreement, and
- (c) commence the Work by the 24-th day of . . . May 19 ?? and substantially
perform the Work of this Contract as certified by the Architect by the 30-th day of August
19 ??.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1

Insert here, attaching additional pages if required, a list identifying all Contract Documents including Drawings, giving drawing number, title, date, revision date or mark, and Specifications, giving a list of contents with section numbers and titles, number of pages, and date or revision marks if any. Clearly identify any modifications to the Contract Documents.

Drawings: A-1; A-2; A-3; M-1; and E-1.
Specifications.
Addendums: # 1.

ARTICLE A-3 CONTRACT PRICE

The Contract Price is
One hundred fifty thousand dollars. Dollars
(\$ 150,000.00 . . .) in Canadian funds, which price shall be subject to adjustments as may be required in accordance with the General Conditions of the Contract.

ARTICLE A-4 PAYMENT

- (a) Subject to applicable legislation and, where such legislation does not exist or apply, in accordance with such prescribed regulations or industry practice respecting holdback percentages and in accordance with the provisions of the General Conditions of the Contract, the Owner shall
 - (1) make monthly payments to the Contractor on account of the Contract Price. The amounts of such payments shall be as certified by the Architect, and
 - (2) upon Substantial Performance of the Work as certified by the Architect pay to the Contractor any unpaid balance of holdback monies then due, and
 - (3) upon Total Performance of the Work as certified by the Architect pay to the Contractor any unpaid balance of the Contract Price then due
- (b) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in any award by arbitration or court, interest at the rate of 1 per cent per month of such unpaid amounts including earned interest, shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly

ARTICLE A-5 ADDRESSES FOR NOTICES

All communications in writing between the parties or between them and the Architect shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows

The Owner at 24 Queen St., East, Brampton, Ont., L6V-1A4.
street and number and postal box number if applicable
.
post office or district, province, postal code

The Contractor at 300 Esna Park Dr., Unit 25, Markham, Ont., L3R-1H3.
street and number and postal box number if applicable
.
post office or district, province, postal code

The Architect at 200 Adelaide St., West, Toronto, Ont. M5H-1W7.
street and number and postal box number if applicable
.
post office or district, province, postal code

ARTICLE A-6 SUCCESSION

The General Conditions of the Contract hereto annexed, and all other aforesaid Contract Documents, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized

SIGNED, SEALED AND DELIVERED
in the presence of.

Owner

The Corporation of the City of Brampton
name
James E. Guelph MAYOR
Herbert A. Richardson CLERK
signed

name and title

signed

name and title

Contractor

Zalcar Engineering & Contracting
name
.....Co. Limited.
signed

Mircea Moody, P.Eng.
name and title
President.

signed

name and title

N B Where any legal jurisdiction, local practice or client requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, should be attached

CORPORATION OF THE CITY OF BRAMPTON

PARKS AND RECREATION DEPARTMENT

T E N D E R
(LUMP SUM PRICE)

CONTRACT NO. 77-9

..... ZALCAR ENGINEERING & CONTRACTING CO LIMITED

(Name of Firm or Individual - The Contractor)

..... 300 ESNA PARK DR. UNIT 25, MARKHAM.
..... PHONE : 495-6550

(Address and Telephone Number)

..... MIRCEA MOODY P. ENG,

(Name of Person Signing for Firm)

..... PRESIDENT:

(Office of Person Signing for Firm)

FOR: ALTERATIONS TO CENTURY GARDENS COMMUNITY CENTRE

LOCATION: CENTURY GARDENS COMMUNITY CENTRE,
340 Vodden Street, Brampton, Ontario.

M.S. LINGARD,
PURCHASING AGENT.

DONALD M. GORDON,
DIRECTOR,
PARKS & RECREATION

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

TENDER FORM

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FORM OF TENDER FOR CONTRACT NO. 77-9.

THIS TENDER SUBMITTED BY:

ZALCAR ENGINEERING & CONTRACTING CO. LTD.

(Firm Name or Individual)

300 ESNA PARK DR., UNIT 25, MARKHAM.

(Address)

495-6550 (Telephone)

TO THE MAYOR AND COUNCIL
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 Director, 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.

TENDER FORM

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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 Ninety (90) 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 dates of completion as referred to in the General Conditions shall be no later than AS WILL BE AGREED.

1.0 BID DEPOSIT

1 A Certified Cheque or Bid Bond, payable to the Corporation of the City of Brampton, in the amount of (\$ 15,000⁰⁰) . . . to wit . . . thousand . . . dollars . . . /100 Dollars is enclosed.

Dated at . . . TORONTO . . . this 14th day of . . . APRIL . . . 19 ?? .

TENDER FORM

2.0 ALTERNATE PRICES

.1 The undersigned submits the following alternate prices for your consideration and hereby agrees to amend the Stipulated Sum by the amounts stated, should the Alternate Prices be accepted.

<u>Alternate</u>	<u>Add</u>	<u>Deduct</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

3.0 MANDATORY SEPARATE PRICE

.1 The separate price to do the work described in Article 3.4 of Section 9A of the Specification, and which is included in the Stipulated Sum, is \$ 1400.00.

(one thousand four hundred dollars)

TENDER FORM

4.0 LIST OF SUBCONTRACTORS

.1 The Tenderer submits the following list of Subcontractors whom he proposes to use and he understands that no additions or changes to this list will be permitted after the closing date of Tenders.

<u>Subcontractors</u>	<u>Address</u>	<u>Trade</u>
TERCENTRIC MECH & ELECTRICAL		TORONTO
1	ELECT & MECH WORK	
FLEET GEN CONTRACTING		- TORONTO
	DALRY	
F A B CONSTR		- AJAX
	DRY WALL	
MONDIAL PAINTERS		- TORONTO
	PAINTING	

TENDER FORM

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5.0 CONTRACTOR'S EXPERIENCE RECORD

- .1 The Contractor is required to supply the following information concerning the work done over the last two-year period that is similar to the type of work to be done under this Contract:

Completion Date of Contract	Name of Owner	Name of Engineer/ Architects	Description	Dollar Amount
1975	Franklin Mint	Owner/J.McCarthy	Office	\$200,000.00
1976	Min.Gov.Serv.	Owner/Geo.Evans	Office	\$ 98,058.00
1976	Met.Sep.Sch.Bd.	Wm.Saccoccio	Office	\$ 99,305.00

TENDER FORM

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The Contractor's bid shall be shown in words and also in figures. Any changes, erasures, or overwriting of the prices in words shall be initialled.

In the event of any discrepancy between the words and the figures, the words shall be deemed the Contractor's lump sum price and figures shall be ignored.

<u>DESCRIPTION</u>	<u>CONTRACTOR'S LUMP SUM BID (IN WORDS)</u>	<u>CONTRACTOR'S LUMP SUM BID (IN FIGURES)</u>
Construction of the Alterations to Century Gardens Community Centre, as detailed in the Drawings and Specifications and Addenda numbered to	<i>one hundred forty five thousand dollars</i>	
- Lump Sum Price	\$ _____	\$ <u>145,000⁰⁰</u>
- Contingency Allowance	Five Thousand Dollars	\$ <u>5,000.00</u>
- Total Lump Sum Price	\$ <u>one hundred forty five thousand dollars</u>	\$ <u>150,000⁰⁰</u>

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.

If this Tender is accepted, I/We ZALCAR ENGINEERING CORP. LTD. hereby identify this as the Bid Sheet for Contract No. 77-3 by me/us bearing the date this day of 19.....

(Witness)

(Signature)

(Signature)

PRESIDENT

(Position in Firm)

TENDER FORM

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AGREEMENT TO BOND

No. 35-715919

We, the undersigned, hereby agree to become bound as Surety
for . . . ZALCAR ENGINEERING & CONTRACTING CO. LIMITED

.
in a bond totalling One Hundred Percent (100%) of the Contract^{*}
Amount, and conforming to the Instruments of Contract attached
hereto, for the full and due performance of the works shown as
described herein if the Tender for

ALTERATIONS TO CENTURY GARDENS COMMUNITY CENTRE

is accepted by the Owner.

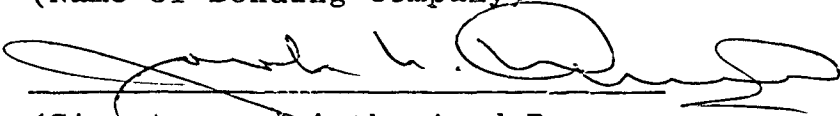
If it is a condition of this Agreement that if the above-
mentioned Tender is accepted, application for a Performance
Bond must be completed with the undersigned within seven (7)
days of acceptance of the Tender related thereto otherwise
this Agreement shall be null and void.

DATED this 14th day of April, 1977

* Total Contract Price not to exceed \$150,000.00.

GUARDIAN INSURANCE COMPANY OF CANADA

(Name of Bonding Company)



(Signature of Authorized Person
signing for Bonding Company)

(Company Seal)

ASSISTANT MANAGER

(Position)



GUARDIAN INSURANCE

COMPANY OF CANADA

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE AS HEREIN DESCRIBED HAVE BEEN ISSUED TO THE INSURED NAMED BELOW AND ARE IN FORCE AT THE DATE HEREOF:

THIS CERTIFICATE IS ISSUED AT THE REQUEST OF:

NAME

THE CORPORATION OF THE
CITY OF BRAMPTON

NAME OF INSURED

ZALCAR ENGINEERING & CONTRACTING LTD.

ADDRESS:

24 Queen Street E.,
Brampton, Ontario.
L6V 1A4.

OPERATIONS TO WHICH THIS CERTIFICATE APPLIES

Alterations to Century Gardens
Community Centre, Brampton, Ontario.

thirty

NOTICE WILL BE MAILED ~~XXX~~ DAYS IN ADVANCE IF SUCH INSURANCE IS CAN-
CELED OR IS CHANGED IN SUCH A MANNER AS TO AFFECT THIS INSURANCE

KIND OF POLICY	POLICY NUMBER	EXPIRY DATE			Limits of Liability				
		Day	Month	Year	Bodily Injury		Property Damage		
					Each Person	Each Occurrence	Each Accident		
PUBLIC LIABILITY (except Automobile) <input checked="" type="checkbox"/> Including Protective <input type="checkbox"/> Excluding Protective <input checked="" type="checkbox"/> Products and/or Completed Operations	* 4082617	29	9	1977	-	-	-		
					INCLUSIVE LIMIT		B I. & P D	* 1,000,000.00	
					AGGREGATE COVERAGE	-	-		
					AGGREGATE COVERAGE (INCLUSIVE LIMIT) B I. & P.D.		* 1,000,000.00		
EMPLOYERS' LIABILITY	* -						NOT APPLICABLE		
AUTOMOBILE LIABILITY INSURING <input type="checkbox"/> All owned vehicles <input type="checkbox"/> All hired vehicles <input type="checkbox"/> All other non-owned vehicles <input type="checkbox"/> The following vehicles	* -								

Policy includes - Blanket Contractual Coverage.

- Coverage for claims arising from use of explosives, shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure, or subsidence of any property, structure, on land from any cause.

* Absence of an entry in these spaces means that insurance is not in force in respect of the coverages opposite thereto.

THE INSURANCE AFFORDED IS SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE APPLICABLE POLICY.

DATE 25th May, 1977.

Agent: Lee J. Bourgon, Toronto, Ontario.

THE GUARDIAN INS. CO. OF CANADA

Authorized Representative

PERFORMANCE AND MAINTENANCE BOND

Bond No. 35-750037

Contract 77-9

Account _____

KNOW ALL MEN BY THESE PRESENTS, that we Zalcar Engineering &
(The Contractor)
Contracting Co. Limited.

hereinafter called "The Principal", and

GUARDIAN INSURANCE COMPANY OF CANADA
(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 \$ 150,000.00 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

18th of May, 19 77.

Whereas by an Agreement in writing dated the 18-th day of May 1977, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair, or maintenance of Alterations to
Century Gardens Community Centre, Brampton, Ont. Contract # 77-9.
(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 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

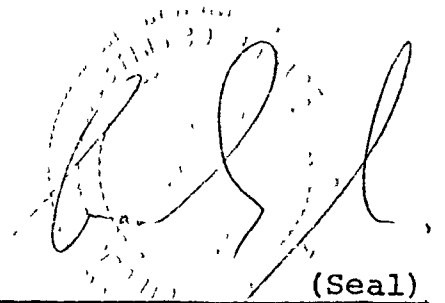
to be constructed, altered, repaired or maintained under the contract or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

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



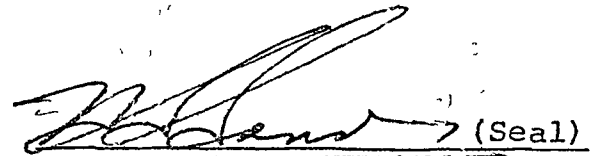
(Seal)

Principal signs here and seal where applicable

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

Witness signs here

GUARDIAN INSURANCE COMPANY OF CANADA



(Seal)

Surety Company Officer
signs here with seal

ASSISTANT MANAGER

PASSED June 13 1977



BY-LAW

No. 128-77

A By-law to authorize the execution
of Contract #77-9 with Zalcar Engineering
& Contracting Co. Limited.
(ALTERATIONS TO CENTURY GARDENS)