



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 167-79

To authorize the execution of an agreement with VALLA & ASSOCIATES CONSTRUCTION LIMITED - Contract No. 79-109 (Rechannalization of Watercourse "B").

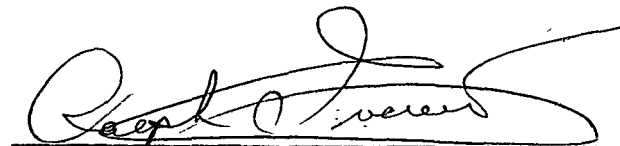
WHEREAS it is deemed expedient to enter into and execute Contract No. 79-109 with Valla & Associates Construction Limited;

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. 79-109 with Valla & Associates Construction 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. 79-109 with Valla & Associates Construction Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of July, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk.

PASSED July 9th 1979



BY-LAW

No. 167-79

To authorize the execution of an agreement with VALLA & ASSOCIATES CONSTRUCTION LIMITED - Contract No. 79-109 (Rechannelization of Watercourse "B").

THE CORPORATION OF THE CITY OF BRAMPTON

GENERAL COMMITTEE MEETING

MINUTES

JUNE 6TH, 1979

F2

General Committee met this date at 2.00 P.M., in the Council Chambers. All members were present, with the exception of Alderman Crowley. Councillor Whillans left at 2.25 P.M. and Alderman Piane left at 5.00 P.M. Alderman Brown chaired the meeting.

REPORT NO. 11

ADMINISTRATION AND FINANCE

133. Staff reports re Watercourse (Rechannelization) from approximately 200 feet south of Birchbank Road to the confluence of Watercourse 'A' and 'B'.
File: C120-79

Recommendation

- (a) That the staff reports dated 1979 05 17 and 1979 04 20 be received and that Contract Number 79-109 be awarded to Valla & Associates Construction Ltd., at the unit prices quoted in an amount not to exceed \$120,500.00 (One Hundred and Twenty Thousand, Five Hundred Dollars) being the lowest acceptable bid received and further that the Treasurer be and is hereby authorized to transfer the amount of \$130,000.00 from the General Development Reserve Fund in respect of the above-noted project.
- (b) That the City Clerk be authorized to request the Ontario Municipal Board to delete the Watercourse Improvements from Dixie Road to Watercourse 'B' South of Birchbank - Estimated cost \$120,000.00 Debentures \$60,000.00 from the present application before the Board for approval.

....

1/11/11

FORM OF TENDER

CONTRACT #79-109

WATERCOURSE "B"

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF TENDER
-----CONTRACT NO. 79-109THIS TENDER SUBMITTED BY: Valla & Associates Construction LimitedADDRESS: 1035 Speers Road, Oakville, OntarioTELEPHONE NUMBER: 416 844 7153TO THE MAYOR & 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.

....2../

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 ~~thirty~~ ⁽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 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 bound, in the form attached hereto, 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 of 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 any 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 The United States Fidelity and Guaranty
Company

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 one hundred dollares (\$100.00) as liquidated damages, per day for each and every day that any portion of the work remains incompleted, after the time of completion as specifiad above.

A certified cheque in the amount of \$ 5,000.00

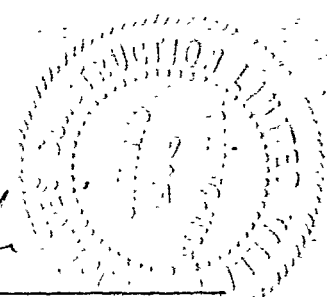
Five thousand dollars /100

is enclosed. Dated at Oakville

this 15th day of May 1979.

Jill B. Khan.
SIGNATURE OF WITNESS

M. M. M. M.
SIGNATURE & SEAL OF TENDERER



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 event of a discrepancy between the extended total of an item and the product of an item quantity, and the unit price for the same item, then the unit price quoted for that item shall be accepted and the total of the item adjusted accordingly.

Specification numbers refer to the M.T.C. 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
<u>1.0 CHANNEL CONSTRUCTION</u>						
1.1(a)	Special City 200	Cut to fill of channel excavation material including compaction to 95% Standard Proctor density	800	cu.yd.	\$ <u>3.75</u>	\$ <u>3000.00</u> /
	(b)	Supply, install and compact to 95% Standard Proctor density imported approved fill material where directed by the Engineer	300	cu.yd.	\$ <u>7.00</u>	\$ <u>2100.00</u> /
1.2	City Special	Supply and place graded 3/4" to 1/4" clean stone (H.L.6 or concrete stone) in fill locations where directed by the Engineer	800	ton	\$ <u>4.75</u>	\$ <u>3800.00</u> /
1.3	Special	Remove and dispose away from site existing concrete channel invert	30	sq.yd.	\$ <u>15.00</u>	\$ <u>450.00</u> /
1.4	City 351 Special	Supply and install concrete channel section complete, including 5" thickness of 4000 p.s.i. concrete, 6" X 6" X 10/10 GA. W.W.F., 4" bedding of graded 3/4" to 1/4" clean stone (H.L.6 or concrete stone), asphalt expansion	1,900	sq.yd.	\$ <u>20.50</u>	\$ <u>38950.00</u> /

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT6

CONTRACT NO. 79-109
WATERCOURSE "B"

Item No.	Spec. No.	Description	Est. Qty.	Unit	Unit Price	Amount
		joint, and concrete bank protection for concrete channel with 5' wide aprons as detail on Drawing Cross-Section No. 2				
1.5	Special	Extend existing storm outfall pipes into concrete channel side	10	lin.ft.	\$ 50.00	\$ 500.00 ✓
1.6	Special	Remove and dispose of existing sewer outfall structures in channel where necessary	2	Each	\$ 250.00	\$ 500.00 ✓
1.7	Special	Dewatering and flow control for all channel construction from:				
(a)		400 feet south of Birchbank Road to Watercourse "A"		Lump Sum	\$	\$ 5270.00 ✓
(b)		Dixie Road to existing concrete channel, 500' east of Dixie Road (Provisional Item)		Lump Sum	\$	\$ 2750.00 ✓
Total for Item 1.0 Channel Construction (Carry to Summary)						\$ 57320.00 ✓

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT7

CONTRACT NO. 79-109
WATERCOURSE "B"

Item No.	Spec. No.	Description	Est. Qty.	Unit	Unit Price	Amount
2.0 RESTORATION						
2.1(a)	City 571 Special	Restoration of areas disturbed by construction including minimum 4" depth of topsoil, 36" strip of chicken wire, nursery sod and pegging	680	sq.yd.	\$ 2.75	\$ 1875.00 1870. ⁰⁰
(b)		Nursery sod only, including 4" depth of topsoil	700	sq.yd.	\$ 1.75	\$ 1225.00 ✓
(c)		Seed and mulch including 4" depth of topsoil	2,800	sq.yd.	\$ 1.00	\$ 2800.00 ✓
2.2	Special	Supply and apply water for sod (1 m.g. = 1,000 Imperial Gallons)	80	m. gal.	\$ 15.00	\$ 1200.00 ✓
Total for Item 2.0 Restoration (Carry to Summary)						\$ <u>7100.00</u> 7095. ⁰⁰

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT8

CONTRACT NO. 79-109
WATERCOURSE "B"

SUMMARY:

1.0 Channel Construction	\$ <u>57320.00</u> ✓
2.0 Restoration	\$ <u>7095.00</u> <u>7100.00</u>
3.0 Miscellaneous & Contingency	\$10,000.00

Total of Contract No. 79-109
- Watercourse "B"

74,415.00
\$ 74420.00

1. FORM OF AGREEMENT

THE CORPORATION OF THE CITY OF BRAMPTON
FORM OF AGREEMENT

CONTRACT NO. 79-109

This agreement made in quadruplicate this 12th day of
June 1978. 9.

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

-AND- Valla & Associates Construction 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:-
Rechannelization of Watercourse B

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>Valla & Associates</u> <u>Construction Limited</u> <u>1035 Speers Road,</u> Oakville, Ontario	ENGINEER: J. F. Curran, P.Eng. City Engineer 24 Queen Street East Brampton, Ontario L6V 1A4
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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.

Bill B. Kraus
WITNESS AS TO SIGNATURE OF CONTRACTOR

R.R.# 4, Acton, Ont.
Housewife
ADDRESS
OCCUPATION

Monty Mueller
Valla & Associates Construction
Limited.

THE CORPORATION OF THE CITY OF BRAMPTON
MAYOR James E. Archibald
CLERK Ralph [Signature]

PERFORMANCE AND MAINTENANCE BOND

BOND NO. 83-0120-761-79

ACCOUNT NO. _____

CONTRACT NO. 79-109

KNOW ALL MEN BY THESE PRESENTS, that we Valla & Associates Construction
(Contractor)

Limited

hereinafter called the "Principal" and

UNITED STATES FIDELITY AND GUARANTY 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 \$ 120,500.00 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 22nd of
June 1978.9.

Whereas by an Agreement in writing dated the 12th day of June 1978⁹, the Principal has entered into a Contract with the Obligee, hereinafter called the "Contract", for the construction, ~~alteration, repair or maintenance~~ of:

Rechannelization of Watercourse "B"

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

Bill B. Chan
Witness signs here

Valla & Associates Construction
Bill Valla Limited.

Principal signs here and seal
where applicable

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

David Hodgson
Witness signs here

UNITED STATES FIDELITY AND GUARANTY CO.

David Hodgson
Surety Company Officer signs
here with seal
DAVID HODGSON Attorney-in-fact

CERTIFICATE OF LIABILITY INSURANCE

The General Accident Assurance Company 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 Valla & Associates Construction Limited
(CONTRACTOR)

Whose Address is 1035 Speers Road, Oakville, Ontario

has comprehensive liability insurance in this Company under Policy
No. C 183386 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 ex-
clusions 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 April 1, 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. 79-109 for the Construction of
Rechannelization of Watercourse "B"

We certify that the Corporation will be coinsured with the Contrac-
tor.

DATE: June 22, 1979

LYON & BUTLER

COUNTERSIGNED: _____

BY [Signature]