



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 223-76

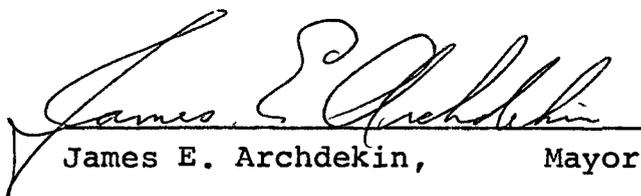
A By-law to authorize the execution of Contract #76-107 with Ventrella Bros. Construction Limited. (SIDE-WALK CONSTRUCTION).

WHEREAS it is deemed expedient to enter into and execute Contract #76-107 with Ventrella Bros. 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. 76-107 with Ventrella Bros. 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. 76-107 attached hereto as Schedule "A", with Ventrella Bros. Construction Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 25th day of October, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF AGREEMENT

CONTRACT # 76-107

This agreement made in quadruplicate this 18th
day of OCTOBER 19 76.

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:

Sidewalk Construction

(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:

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.

John Della Bianca
WITNESS AS TO SIGNATURE OF CONTRACTOR

W. G. [Signature]

ADDRESS 1125 Dundas Hwy. E. Miss.

OCCUPATION Secretary

CORPORATION OF THE CITY OF BRAMPTON

(MAYOR) James E. Archdekin

(CLERK) Herbert L. Richardson

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF TENDER

CONTRACT NO. 76-107

THIS TENDER SUBMITTED BY: Ventrella Bros. Construction Limited

ADDRESS: 107 HWY. # 7 EAST, THORNHILL, ONTARIO.

TELEPHONE NUMBER: 889-8501

TO 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../

X/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.

X/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.

XI/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.

XII/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 X/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, X/We agree that the Corporation of the City of Brampton shall be at liberty to retain the money deposited by XE/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 X/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 X/Our part.

X/We propose United States Guaranty & Trust Co.

A company which is willing to become bound with XE/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 forty-five (45) working days from the date of written order to commence work. The Contractor agrees to pay the Corporation one hundred dollars (\$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 specifiéd above.

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

Five thousand dollars -----xx /100

is enclosed. Dated at Thornhill, Ontario

this 5th day of October 1976.

PER: Vito Ventrella, President.



SIGNATURE & SEAL OF TENDERER



SIGNATURE OF WITNESS

SCHEDULE OF QUANTITIES
AND UNIT PRICES

CONTRACT #76-107
CONSTRUCTION OF SIDEWALKS

The Tenderer shall prepare this tender 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.

ITEM NO	DESCRIPTION	EST. QTY.	UNIT	UNIT	AMOUNT
1.	Excavation and disposal of material from the installation of a five (5) foot concrete sidewalk	8600	L.F.	\$ <u>0.50</u> per l.f.	\$ <u>4,300.00</u>
2.	Supply and install concrete sidewalk including formwork and curing as per Std.#225 (5 s.f. = 1 l.f.)	8600	L.F.	\$ <u>5.25</u> per l.f.	\$ <u>45,150.00</u>
3.	Construct concrete curb and gutter (Std.#220)	25	L.F.	\$ <u>6.00</u> per l.f.	\$ <u>150.00</u>
4.	Remove existing concrete curb and gutter	100	L.F.	\$ <u>1.50</u> per l.f.	\$ <u>150.00</u>
5.	Saw cut existing concrete driveways	50	L.F.	\$ <u>1.00</u> per l.f.	\$ <u>50.00</u>
6.	Saw cut existing asphalt driveways	600	L.F.	\$ <u>0.60</u> per l.f.	\$ <u>360.00</u>
7.	Supply and place nursery sod plus 3" topsoil in areas other than normal reinstatement areas	100	S.Y.	\$ <u>1.30</u> per s.y.	\$ <u>130.00</u>
8.	Supply and place 6" dia. concrete or 5" asbestos cement drain under sidewalk	50	L.F.	\$ <u>3.00</u> per l.f.	\$ <u>150.00</u>
9.	Supply, place and compact Granular "C" material	100	TONS	\$ <u>3.50</u> per ton	\$ <u>350.00</u>

SCHEDULE OF QUANTITIES
AND UNIT PRICES

-5-

CONTRACT #76-107
SIDEWALK CONSTRUCTION

ITEM NO	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
10.	Supply, mix and place 2" hot-mix, hot-laid H.L.3 asphalt	20	TONS	\$ <u>22.00</u> per ton	\$ <u>440.00</u> ✓
	Contingency Item (See Information for Tenderers)				\$ <u>3,500.00</u>
	TOTAL FOR CONTRACT #76-107				\$ <u>4,730.00</u> ✓

O.K.
J.M.

13. REINSTATEMENT :-

The Contractor shall note that the unit bid prices for Items #1 and #2 shall be considered payment in full for all necessary reinstatement, including asphalt for driveways, concrete for driveways, sodding of lawns and boulevards and gravel for driveways.

It shall be the Contractor's responsibility to see that any sod placed by him under this contract, receives sufficient water to insure growth. Sod that fails to grow shall be replaced at the Contractor's expense.

Reinstatement shall be completed within ten (10) working days of the date concrete is placed.

14. DEPTH AT DRIVEWAYS :-

The Contractor shall note that on Standard Drawing #225, the depth of the concrete at all driveways shall be seven (7) inches instead of five (5) inches. No additional payment will be allowed for this requirement.

15. NEW CONCRETE SIDEWALKS :-

The following is a list of areas to be provided with new five (5) foot concrete sidewalks as per Standard Drawing #225. Payment will be made on a lineal foot basis with five (5) square feet considered as one (1) lineal foot and paid at the unit bid price for Item #2:-

- A. Rambler Drive - North Side
(Kennedy Road to Bartley Bull Parkway)
600'
- B. Bramalea Road - West Side
(Central Park Drive to Residential #10)
1,300'
- C. Bramalea Road - East Side
(Williams Parkway to North Park Drive)
2,650'
- D. Jackson Road - South Side
(Bramalea Road to Jefferson Road)
650'
- E. Bramalea Road - West Side
(Orenda Road to Steeles Avenue)
700'

- F. Cornwall Road - South Side
(Nanwood Drive to 300' east of Milner Road)
- G. Milner Road - East Side
(Cornwall Road to Dean Street 300')
- H. Dean Street - North Side
(Milner Road to Plaza 400')

CONTRACT ITEMS
-----16. EXCAVATION (ITEM 1) :-

The unit bid price for Item #1 shall be considered payment in full for all required excavation and shall include the removal of all sod, topsoil, roots, asphalt, concrete and other debris from the site. Measurement for payment shall be made on a lineal foot basis.

17. CONSTRUCT NEW SIDEWALKS (ITEM #2) :-

The unit bid price per lineal foot for Item #2 shall be considered payment in full for the installation of concrete sidewalks as per Standard Drawing #225 including forming, 4,000 p.s.i. concrete, underlayment, removal of forms, curing and any other labour, equipment and materials necessary to complete the work. New sidewalks shall be installed in the areas designated in Special Provision #15 as per the City of Brampton Specification for the Construction of Concrete Sidewalks included with and made a part of this Contract. Sidewalk ramps are to be provided at intersections as per Standard Drawing #228.

18. CONSTRUCT CONCRETE CURB & GUTTER (ITEM #3) :-

There may exist locations in which the existing curb and gutter will have to be removed and replaced. The unit bid price per lineal foot for Item #3 shall be considered payment in full for the reinstallation of concrete curb and gutter as per Standard Drawing #220 including forming, 4,000 p.s.i. concrete, removal of forms, curing, granular backfill behind curbs, if required, and any other labour, equipment and material necessary to properly complete the work. Measurement for payment shall be made in lineal feet measured along the curb face.

19. REMOVE CONCRETE CURB & GUTTER (ITEM #4) :-

In locations where existing concrete curb and gutter has to be removed, the unit bid price per lineal foot for Item #4 shall be considered payment in full for this removal including excavation, sawcutting where it is not feasible to remove existing curb and gutter to the nearest expansion joint, disposal of concrete and other debris and any other labour, equipment and

PERFORMANCE AND MAINTENANCE BOND

Bond No. 83-0120-2360-76 Account _____

Contract 76-107

KNOW ALL MEN BY THESE PRESENTS, that we _____
(the Contractor)
VENTRELLA BROS.CONSTRUCTION LIMITED.

hereinafter called 'the Principal', and

UNITED STATES FIDELITY AND GUARANTY 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 \$ 54,730.00 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 October, 19 76.

Whereas by an Agreement in writing dated the 18th day of October 19 76 the Principal has entered into a contract with the Obligee, hereinafter called the 'Contract', for the construction, alteration, repair, or maintenance of: _____

sidewalk reconstruction, Brampton, Ontario.

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 or 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

[Handwritten Signature]
Witness Signs here

VENTRELLA BROS. CONSTRUCTION LIMITED
Principal signs here and
seal where applicable

[Handwritten Signature]

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

[Handwritten Signature]
Witness signs here

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety Company Officer
signs here with seal

(R.J. TODD) Attorney-in-fact

CERTIFICATE OF LIABILITY INSURANCE

INSURANCE COMPANY Halifax Insurance Company

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

THIS IS TO CERTIFY THAT:- Ventrella Bros. Construction Limited *PA*
CONTRACTOR

whose address is 107 No. 7 Highway East Thornhill, Ont.

has comprehensive liability insurance in this company under
Policy Number 5-052085 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 an
accident.

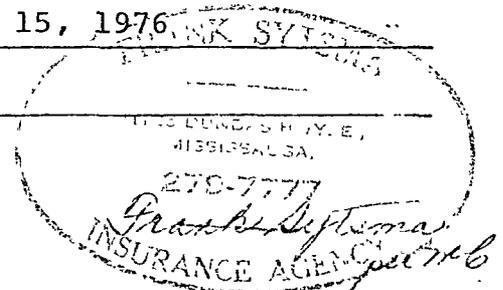
Subject to a limit of liability of not less than (one (1)
million) \$1,000,000.00 inclusive for any one occurrence
or accident which insurance applies in respect of all
operations, including liability assumed under contract
with the Corporation. The policy does not contain any
exclusions or limitations 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.

This policy expires on March 31/77

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

DATE October 15, 1976

COUNTERSIGNED



PASSED October 25th 1976



BY-LAW

No. 223-76

A By-law to authorize the execution of Contract #76-107 with Ventrella Bros. Construction Limited. (SIDE-WALK CONSTRUCTION).