



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 250-76

A By-law to authorize the execution
of Contract #76-132 with Covassin
Construction Limited.
(REMEDIAL WORK ON THE CHURCHVILLE
BRIDGE)

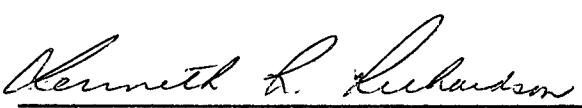
WHEREAS it is deemed expedient to enter into and execute
Contract No. 76-132 with Covassin Construction Limited;

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. 76-132 with Covassin 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. 76-132, attached hereto as Schedule "A", with
Covassin Construction Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 2nd day of December, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

AGREEMENT

THIS AGREEMENT made in triplicate this 18th day of November,
1976

BETWEEN: (Company name) Covassin Construction Limited,
3390 Wolfedale Road,
of (Address) Mississauga. Ontario. L5C 1W4.
hereinafter called the "Contractor"

THE PARTY OF THE FIRST PART.

- and -

. The Corporation of The City of Brampton.
hereinafter called,

THE PARTY OF THE SECOND PART.

WITNESSETH, that the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Engineer, to do all the work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the plans, specifications and Tender therefor, which are identified and acknowledged in the Special Information to Bidders, Special Provisions, Plans, Specifications, Form of Tender and General Conditions, all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein.

DESCRIPTION OF THE WORKS

This Contract is for the remedial work for the Churchville Bridge over the Credit River in the City of Brampton.

The work to be done includes the repair of the timber piles; place concrete in walls; supply and install timber curbing; sandblast and paint structural steel; and all other work necessary for a complete job in accordance with the details set out more specifically hereafter and as shown on the accompanying Contract Drawings.

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this agreement on or before

DECEMBER 31, 1976

The contractor agrees that any monies due the Municipality as a result of non completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

IN CONSIDERATION WHEREOF, said party of the second part agrees to pay to the Contractor for all work done, the unit prices on the Tender.

This agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Contractor and the Municipality have hereunto signed their names and set their seals on the day first above written.

G.E. Chapman - Accountant.

Chapman

Signature of Corporation
Witnesses and position held

Signature of designated
Municipal Officers and
position held

Covassin Construction, Limited.

[Signature]

Signature of Contractor or Seal
of the Corporation

The Corporation of the City of Brampton
James E. Ashall Mayor
Kenneth L. Ruban Clerk

Seal of the Municipal Corporation

FORM OF TENDER

FOR

CONTRACT NO. 76-132

TO: THE MAYOR AND MEMBERS OF COUNCIL OF THE CORPORATION
OF THE CITY OF BRAMPTON

This tender is submitted by Covassin Construction Limited Firm Name

3390 Wolfedale Rd.

Address

Mississauga, Ont.

279-3632

Tel. No.

1. I, Gino Covassin
of Covassin Construction Limited

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.

2. I FURTHER DECLARE that this tender is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.

3. I FURTHER DECLARE that no member of the City Council, or any officer of the Corporation of the City of Brampton is, or will become interested directly or indirectly as contracting party or otherwise in or in the performance of the contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived therefrom.

4. I FURTHER DECLARE that the several matters stated in the said tender are in all respects true.

FORM OF TENDER

5. I FURTHER DECLARE that I have carefully examined the locality and site of the proposed works, as well as the Plans, Drawings, Profiles, Form of Tender, Specifications, Special Provisions, General Conditions, Agreement and Bond relating to the said contract, and hereby acknowledge the same to be part and parcel of any contract to be let for the work therein described or defined.

6. I do hereby tender and offer to enter into a contract, to do all of the work, and to furnish all necessary labour, machinery, tools, apparatus and other means of construction, and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, except as otherwise specified, to complete the work, herein described, in strict accordance with the plans, specifications and supplemented specifications and to accept in full payment therefor the sums calculated in accordance with the actual measured quantities at the unit prices set forth in the tender herein as follows:

CITY OF BRAMPTONSCHEDULE OF UNIT PRICESCONTRACT NO. 76-132

In the column headed "Spec. No." the number refers to the latest issue of the Ministry of Transportation and Communications of Ontario Standard Specifications. "S. P." refers to the Special Provisions. FOR LUMP SUM items, insert Bid Price under TOTAL column only.

Item No.	Spec. No.	Description	Estimated Quantities	Unit	Contractor's Bid Per Unit	Contractor's Total Bid
1.	S. P.	Repair Existing Timber Piles	10	Ea.	500.00	5000.00
2.	904	Supply and Place Concrete in Walls	57	C. Y.	85.00	4845.00
3.	905	Supply & Place Re-inforcing Steel	1.2	Ton	800.00	960.00
4.	906	Supply & Install Timber Curbing	XXXX 1110	B. F.	2.60	2886.00
5.	912, S. P.	Sandblast & Paint Structural Steel (including handrails)		L. S.	7000.00	7000.00
6.	9S17	Supply & Place Stone-Filled Gabions	80	C. Y.	75.00	6000.00
7.	S. P.	Supply & Erect Steel Beam Guiderail DD908 & 909 (including removal of existing)	220	L. F.	18.00	3960.00
CARRIED FORWARD:						<u>30651.00</u>

Item No.	Spec. No.	Description	Estimated Quantities	Unit	Contractor's Bid Per Unit	Contractor's Total Bid
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BROUGHT FORWARD:

8.	314 318 432 S. P.	Granular 'A'	1.2	Ton	20.00	24.00
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TOTAL TENDER

\$ 30675.00Estimated cost of material to be incorporated
in the work\$ 12000.00

Estimated Cost of labour and all other charges

\$ 18675.00

TOTAL (Must equal total tender price)

\$ 30675.00

A certified cheque for the sum of \$. Bid Bond is enclosed.

FORM OF TENDER

CONTRACTOR'S REFERENCE SCHEDULE

The Contractor must list below the names of municipalities where work of similar nature has been performed within the past two years.

YEAR	DESCRIPTION	OWNER	VALUE

FORM OF TENDER

I 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 days after the tender closing date, whichever event first occurs, and that the Corporation may at any time within that period, without notice, accept this tender whether any other tender had been previously accepted or not.

I agree that if I withdraw this tender before the City of Brampton shall have considered the tenders and awarded the contract in respect thereof, at any time not later than thirty days after the tender closing date, the amount of the deposit accompanying this tender shall be forfeited to the Corporation.

I agree that the awarding of the contract based on this tender by the City of Brampton shall be an acceptance of this tender.

If this tender is accepted, I agree to furnish an approved Surety Bond for the proper fulfilment of the contract as required, and to execute the contract documents, in triplicate, within ten (10) days after being notified so to do. In the event of default or failure on our part so to do, I agree that the City of Brampton shall be at liberty to retain the money deposited by us to the use of the Corporation 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.

I propose the Bonding Company named hereunder

United States Fidelity & Guaranty .
(Name of Bonding Company)

a company which is willing to become bound with Co. vassini Construction Ltd in the amount designated for the due performance and fulfillment of the Contract for which this is a tender.

FORM OF TENDER
SCHEDULE OF PLANS, SPECIFICATIONS AND DOCUMENTS

The work specified in this Contract will be performed in strict accordance with the following Plans, Specifications and Documents:

A. SPECIAL SPECIFICATIONS

Special Provisions - General
Special Provisions - Items

B. PLANS

Sheets 1 to 3 inclusive

C. M. T. C. SPECIFICATIONS

314, 318, 432, 904, 905, 906, 912, 9S17
Mutatis Mutandis

It shall be the Contractor's responsibility to obtain the current copies of the Ministry of Transportation and Communications of Ontario Standard Specifications Forms, listed above, which shall be in full force and effect for this Contract.

D. GENERAL CONDITIONS OF THE CONTRACT

M. T. C. Form M 100

By my/our signature, hereunder, I/we hereby agree to complete this Contract in accordance with the terms contained herein.

DATED AT Mississauga, Ontario . . . this . 3rd day of November . 1976.

Witness

Covassin Construction Limited

Signature of Authorized Person
Signing for Contractor
(Company Seal)

President

Position

UNITED STATES FIDELITY AND GUARANTY COMPANY
TORONTO MONTREAL
(A Stock Company)

PERFORMANCE BOND

No 83-0120-2495-76

\$ 30,685.00

Know All Men by These Presents That

COVASSIN CONSTRUCTION LIMITED

as Principal,
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 THIRTY THOUSAND, SIX HUNDRED AND EIGHTY FIVE --

----- Dollars,
(\$ 30,685.00) 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 18th day of November 1976 for remedial work for the Churchville Bridge 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 15th day of November, 1976.

Signed and Sealed

In the presence of:

Covassin Construction Limited. (SEAL)

(Signature) (SEAL)

(SEAL)

Endorsed by
The Royal Architectural Institute of Canada
The Association of Consulting Engineers of Canada
The Canadian Construction Association
The Engineering Institute of Canada
The Specification Writers Association of Canada

Approved by Insurance Bureau of Canada
Can. F&S 637A (9-75)

UNITED STATES FIDELITY AND GUARANTY COMPANY

(P. P. WEBB)

(Signature)
Attorney-in-fact

CERTIFICATE OF LIABILITY INSURANCE

UNITED STATES FIDELITY & GUARANTY COMPANY

(Insurance Company)

TO: The Corporation of the City of Brampton

ADDRESS: 24 Queen Street, East, Brampton, Ontario

This is to Certify that COVASSIN CONSTRUCTION LIMITED
(Contractor)

Whose Address is 3390 Wolfedale Road, Mississauga, Ontario.

has comprehensive liability insurance in this Company under Policy
No. MEP: 7860 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.

This Policy expires on May 11, 1977

and will not be altered, cancelled or allowed to lapse without thirty (30) days prior notice to the Corporation.

With respect to Contract No. _____ for the Construction of remedial work for the Churchville Bridge, Brampton, Ont. We certify that the Corporation will be coinsured with the Contractor.

DATE November 17th, 1976

COUNTERSIGNED:

[Handwritten Signature]

ED December 2, 19 76



BY-LAW

No. 250-76

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of Contract #76-132 with Covassin
Construction Limited.
(REMEDIAL WORK ON THE CHURCHVILLE
BRIDGE)