



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 256-77

A By-law to authorize the execution of Contract No. 77-124 with Gazzola Paving Limited.
(REPAIRS TO MAIN STREET SOUTH BRIDGE OVER THE ETOBICOKE CREEK)

WHEREAS it is deemed expedient to enter into and execute Contract No. 77-124 with Gazzola Paving 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. 77-124 with Gazzola Paving 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. 77-124, attached hereto as Schedule "A", with Gazzola Paving Limited, subject to receipt of approval of the Ministry of Transportation and Communications.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 26th day of September, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

This Agreement made in Quadruplicate this Six day of September, 19 7

BETWEEN:

The Corporation of the City of
Brampton
(Hereinafter called "The Corporation")
of the First Part

-AND-

Gazzola Paving 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:

Repairs to Main Street South Bridge over The Etobicoke Creek.

(B) The Contractor shall, except as otherwise specifically provided, at his own expense provide all and every kind of labour, machinery, plant, structures, roads, ways, 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 City 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 any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other documents 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 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 City 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:

Gazzola Paving Limited
245 Creditstone Road
Concord, Ontario
L4K 1B6

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.

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.

Adrian Van Nubel

WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS 16 Armstrong Blvd.,
Barrie, Ontario.
L4N 4R5

OCCUPATION Civil Engineer

Gazzola Paving Limited

Anthony J. ... Treasurer

CORPORATION OF THE CITY OF
BRAMPTON

James E. ...
MAYOR

... ..
CLERK

FORM OF TENDER

FOR

CONTRACT NO. 77-124

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

This tender is submitted by Gazzola Paving Limited Firm Name
245 Creditstone Road Address
Concord, Ontario
L4K 1B6
667-1603 Tel. No.

1. I . . . Vera Gazzola
of . . . the Town of Vaughan

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.

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:

SCHEDULE OF UNIT PRICESCONTRACT NO. 77-124

In the column headed "Spec. No." the number refers to the latest issued 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.	510 SP	Burning Off Bituminous Pavement	500	S. Y.	6.71	3,355.00
2.	407	Adjusting Manholes & Catchbasins	4	L. F.	150.00	600.00
3.	510 SP	Removal of Concrete Curb & Gutter	550	L. F.	2.10	1,155.00
4.	353 SP	Concrete Curb & Gutter	550	L. F.	8.80	4,840.00
5.	SP	Supply all Equipment for Epoxy Injection & Epoxy Repair of Spalled & Delaminated Deck Concrete		L. S.		1100.00
6.	SP	Epoxy Repair of Spalled Deck Concrete	120	S. F.	71.50	8,580.00
7.	SP	Epoxy Injection of Delaminated Deck Concrete	5	GALS.	264.00	1,320.00
8.	904 SP	Supply & Place Dowels into Concrete	306	Ea.	8.00	2,448.00
9.	920 SP	Supply & Install New Expansion Joint Assemblies		L. S.		16,000.00
10.	904 905 SP	Supply and Place Concrete in Deck & Approach Slabs		L. S.		2,123.00

CARRY FORWARD: 41,521.00

SCHEDULE OF UNIT PRICES

Item No.	Spec. No.	Description	Estimated Quantities	Unit	Contractor's Bid Per Unit	Contractor's Total Bid
BROUGHT FORWARD:						41,521.00
11.	914	Modification of Deck Drains	8	Ea.	125.00	1,000.00
12.	914	Waterproofing with Asphalt Membrane	6,000	S. F.	.87	5,220.00
13.	914	Form & Fill Grooves	164	L. F.	1.25	205.00
14.	310 SP	Supply & Place Hot Mix HL-3	530	Ton	21.54	11,416.20
15.		Contingency Allowance		L. S.		3,000.00
TOTAL TENDER						<u>\$62,362.20</u>
Estimated cost of material to be incorporated in the work						<u>\$31,181.10</u>
Estimated Cost of labour and all other charges						<u>\$31,181.10</u>
TOTAL (Must equal total tender price)						<u>\$62,362.20</u>

A certified cheque for the sum of \$...5000.00..... is enclosed.

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
R 29-76	Eglinton Overpass	Metropolitan Toronto	513,654.30
75-071	Tomken Road	City Mississauga	330,030.31
R 21-76	Islington Avenue	Metropolitan Toronto	1,110,016.25
R 7-76	Road Maintenance	Borough of Etobicoke	171,433.50
59713-76	Reconstruction	City of Toronto	230,074.15

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

The S. M. C. and F. v. e. General
(Name of Bonding Company) *Insurance Company*

a company which is willing to become bound with 45
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

310, 353, 407, 510, 904, 905, 914, 920
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 M100

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

DATED AT Concord this 17 . day of August . 19 77

[Signature]
Witness

[Signature]
Signature of Authorized Person
Signing for Contractor
(Company Seal)

[Signature]
Vice-President
Position

CERTIFICATE OF LIABILITY INSURANCE

Simcoe & Eric General Insurance Company
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 24 QUEEN STREET, EAST, BRAMPTON, ONTARIO, L6V 1A4

THIS IS TO CERTIFY THAT Gazzola Paving Limited
(CONTRACTOR)

Whose Address is 245 Creditstone Road, Concord, Ontario. L4K 1B6

has comprehensive liability insurance in this Company under Policy
No. 220843 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.

THE POLICY EXPIRES ON April 15, 1978.

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

With respect to Contract No. 77-124 for the Construction of
Main Street South Bridge over the Etobicoke Creek.

We certify that the Corporation will be coinsured with the Contractor.

DATE: September 6, 1977.

COUNTERSIGNED: J.D. SHAW

J. D. SHAW
J. D. Shaw
PER _____

PERFORMANCE BOND

Bond No. F-3191.

Amount: 62,362.20

KNOW ALL MEN BY THESE PRESENTS, that we

GAZZOLA PAVING LIMITED

. hereinafter called the "Principal" and

SIMCOE & ERIE GENERAL INSURANCE
COMPANY

. hereinafter called the "Surety", are jointly and
CORPORATION OF THE CITY

severally held and firmly bound unto . OF BRAMPTON hereinafter

called the "Obligee", each in the sum of . SIXTY-TWO THOUSAND, THREE HUNDRED AND SIXTY-

TWO 20/100 Dollars (\$ 62,362.20) of lawful money of

Canada, to be paid to the said Obligee or to his successors or assigns, for
which payment well and truly to be made, we jointly and severally bind
ourselves, our and each of our several and respective heirs, executors,
administrators and successors, and every of them forever, firmly by these
presents.

SEALED with our several and respective seals.

DATED this ~~thirty-first~~ . . day of . . AUGUST in the year
of our Lord One Thousand Nine Hundred and ~~Seventy-Seven~~

WHEREAS by a certain written Agreement dated the . . . Six
day of . . . September 19.77 , the Principal has contracted and
agree with the said Obligee to

REPAIR MAIN STREET SOUTH BRIDGE OVER THE ETOBICOKE CREEK, CONTRACT NO. 77-124

in the said Agreement and the Tender, General Conditions, Plans, Profiles
and Specifications annexed to or forming part of the said Agreement, more
particularly mentioned and described, all of which are herein called the Contract,
at the price and upon the terms and conditions as in the Contract more fully
set forth, and having been required to furnish good and sufficient security for
the due and proper fulfilment of the Contract, the surety has consented to
become such security, and to execute these Presents.

NOW THE CONDITION of the above obligation is such, that if
the Principal shall well, truly and faithfully in all respects, perform, execute
and carry out the Contract, and all the terms and conditions thereof to the
satisfaction of the said Obligee and shall keep and maintain in good working
order and complete repair the whole of the work performed under the Contract,
including any extra work which may be ordered pursuant thereto, for the
period in the Contract mentioned, and shall then forthwith hand over the same
to the Obligee completed and in perfect order and repair, as in the Contract
provided, and shall at all times indemnify and keep indemnified the Obligee
and all the officers, servants and agents thereof from all and all manner of
loss, damage, expense, suits, claims, liens, and demands arising out of the

PERFORMANCE BOND

contract or incurred by reason of the execution of the said work, or the supply of material therefore, according to the terms of the contract, then this obligation shall be null and void, but otherwise shall be and remain in full force and virtue.

AND it is hereby declared and agreed that the above bounden Surety shall be liable as Principal and nothing of any kind or matter whatsoever that will not discharge the said Principal shall operate as a discharge or release of liability to us, the said Surety, or any or either of us, any law or usage relating to the liability of Surety to the contrary notwithstanding, and that this obligation may be signed before or after the signing of the contract and shall be binding by all signing this obligation whether separately, singly or jointly, and whether or not all mentioned herein sign or do not sign, and notwithstanding that the work herein mentioned shall have begun or been completed, and whether the said contract or this obligation shall have been legally or properly signed by any other party hereto.

SIGNED, SEALED AND DELIVERED)
in the presence of)

GAZZOLA PAVING LIMITED

By *Arthur J. ...* (Seal)

SIMCOE & ERIL GENERAL INSURANCE COMPANY

By *R.G. Fischer*
R.G. FISCHER, Attorney-in-fact

PASSED September 26 1977



BY-LAW

No. 256-77

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