



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 253-78

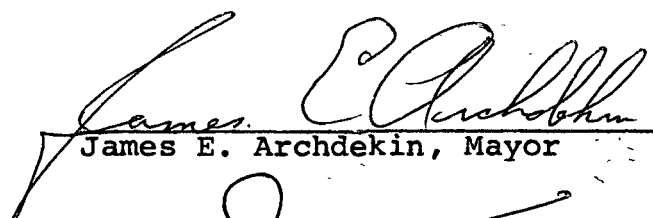
To authorize the execution of Contract
No. 78-47 with Warren Bitulithic Limited
(SITE IMPROVEMENTS - ETOBICOKE CREEK PARK - PHASE I)

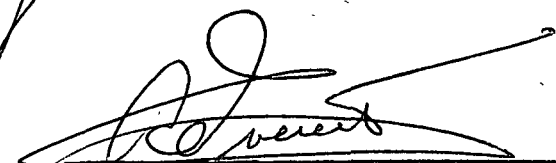
WHEREAS it is deemed expedient to enter into and execute
Contract No. 78-47 with Warren Bitulithic Limited;

NOW THEREFORE the Council of The Corporation of the City
of Brampton ENACTS as follows:

1. That the City of Brmapton enter into and execute
Contract No. 78-47 with Warren Bitulithic 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. 78-47 attached hereto as Schedule "A" with
Warren Bitulithic Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 23rd day of October, 1978.


James E. Archdekin, Mayor


R.A. Everett, Acting Clerk

SCHEDULE "A"

CONTRACT NO. 78-47

This Agreement made in Quadruplicate this 25th day of September, 1978

BETWEEN:

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

-AND-

WARREN BITULITHIC 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:

Site Improvements - Etobicoke Creek Park - Phase I

(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, 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 Director of Parks and Recreation, 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 Information to Bidders and in 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 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 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 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 and in respect of the works the sum of

Fifty-four thousand, eight hundred and fourteen-----

-----DOLLARS (\$ 54,814.00)

Subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the Provision that the Corporation may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

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 Director, Parks and Recreation, 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 Director, Parks and Recreation at the following addresses:

THE CONTRACTOR:

WARREN BITULITHIC LIMITED,
72 Ashwarren Road,
Downsview, Ontario.
M3J 1Z6

THE DIRECTOR, PARKS AND RECREATION

D. M. Gordon,
Director, Parks and Recreation,
City of Brampton
150 Central Park Drive
Bramalea, Ontario

ARTICLE 6

A copy of each of the Contract documents is hereto annexed and together with the Specs 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 the contract contained, nor from any position or situation of the parties at any time, 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, he 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 fulfil, 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.

WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS

OCCUPATION

WARREN BITUMINOUS LIMITED

John J. ... Chief Estimator
[Signature] - 455/SECRET

CORPORATION OF THE CITY OF
BRAMPTON

James C. Archibald
MAYOR

[Signature]
CLERK

GENERAL CONDITIONS

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER.

GENERAL TYPE OF CONTRACT:

Site Improvements
Etobicoke Creek Park - Phase I

LOCATION:

Etobicoke Creek Park

SUBMISSION OF TENDER:

Your tender must be made on this form and returned sealed in the enclosed envelope ON OR BEFORE 2:00 o'clock p.m., E.D.S.T.,

TUESDAY, AUGUST 29, 1978

addressed to Mr. M.S. Lingard, Purchasing Agent, Supply and Services Section, The Corporation of the City of Brampton. (one extra copy of the Form of Tender and Bid Sheets is included for your retention).

The lowest or any tender is not necessarily accepted and the City reserves the right to accept any portion thereof.

The Contractor shall supply all labour, equipment and materials necessary to complete this contract.

By my/our signature hereunder, I/We

WARREN BITULITHIC LIMITED

hereby identify this as the General Conditions for Contract No. 78-18 executed by me/us and bearing date the 29TH day of AUGUST, 1978.

WITNESS

E. Munnathu

SIGNATURE

[Handwritten Signature]
- ASSIST/SECRET

SIGNATURE

POSITION IN FIRM

Mr. Chamberlain

FORM OF TENDER

FOR

CONTRACT NO.

78-47

THIS TENDER SUBMITTED BY

WARREN BITULITHIC LIMITED

FIRM NAME

72 Ashwarren Road, Downsview, Ont.OR INDIVIDUAL
ADDRESS633-9670

TELEPHONE NUMBER

TO THE MAYOR AND 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 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.

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 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.

a) The Tenderer hereby tenders and offers to enter into a Contract being the Contract hereinafter referred to, to supply and do all or any part of that which is set out or called for in this Tender, on the terms and conditions and under the provisions set out or called for in this Tender for the total tender value hereunder stated, viz:-

The sum of FIFTY-FOUR THOUSAND, EIGHT
HUNDRED AND FOURTEEN
Dollars (\$ 54,814.00)

b) And also agrees that if this Tender is accepted, the Tenderer will execute whatever additional or extra work may be required, at the unit prices shown in the Schedule of Prices herein contained, and in strict conformity in all respects with the requirements of this Tender, the Specifications, General Conditions, and Form of Agreement hereto annexed, or to be annexed hereto.

c) And also agrees that deductions from the said Contract, if any, shall be made at the unit prices shown in the Schedule of Prices as herein contained, providing the total tender value is not decreased by more than twenty five percent (25%).

Name of Tenderer: WARREN BITULITHIC LIMITED

Address: 172 Ashwarren Road, Downsview, Ont.

Telephone: 633-9670

Signature: *John J. [unclear] chief Est.*
[Signature] - 4557/5200

List of Sub-Contractors	Addresses
RICHMOND SOD	RICHMOND HILL
MUTT FENCE	MISSISSAUGA

SCHEDULE A

SCHEDULE OF PRICES

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Items listed below shall be in full compensation for all work described in the plans and specifications.

The prices are to include all labour, plant, supplies and incidentals entering into the work as intended under this Contract. It is expressly understood that the Owner reserves the right to do any part of the work or any additional work at any time by day labour, if the progress of the work is not deemed satisfactory by the Engineer to complete the work within the stipulated time.

item	estimated quantity	unit	description	unit price	value
1.	1	no.	dry ford including gabions and rip-rap and bank shaping	\$	\$ 21,388.00
2.	2600	sq.m.	asphalt walkway and base including grading	\$ 9.51	\$ 24,726.00
3.	8000	sq.m.	fine grading and seeding	\$ 0.90	\$ 7,200.00
4.	250	sq.m.	fine grade and sod	\$ 3.00	\$ 750.00
5.	1	no.	chain link fence on headwall	\$	\$ 750.00

TOTAL LUMP SUM PRICE \$ 54,814.00

SCHEDULE A

SCHEDULE OF PRICES

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Any items not specifically mentioned in the above description but shown on the drawings and/or specified will be considered to be included in the above tender values.

The Owner may, without invalidating the Contract, make changes by altering adding or deducting from the work. The Contract sum will then be adjusted in accordance with the above tendered unit prices and in accordance with the following Basis of Payment, providing the total Tender value is not decreased by more than 25%.

BASIS OF PAYMENT

The Tenderer hereby agrees that payment for work done for this Contract shall be made in accordance with payment clauses and other provisions of the specifications and the General Conditions. The basis of payment for work done includes all labour, equipment and supplies of materials to complete the work as specified, and shall be as follows:

ITEM 1

Payment for dry ford to include for excavation, stream diversion and/or cofferdam construction, dewatering, supply and installation of C.M.P. and cast in place concrete, granular backfill, gabions, rip-rap filter-cloth and bank protection and shaping. Payment will be made at the lump sum tendered.

ITEM 2

Payment for asphalt paving to include for excavation, compaction of sub grade, supply and installation of base material and asphalt as required, grading of excavated material and restoring grade adjacent to walkway. Payment will be made at the unit price tendered for asphalt as accepted and measured in the field by the engineer.

ITEM 3 and 4

Payment for fine grading and seeding or sodding to include for fine grading, fertilizing, supply and installation of seed or sod and maintenance. Payment will be made at the unit price tendered as accepted and measured in the field by the engineer, within the limit of work. Any areas beyond the limit of work which are disturbed by the contractor shall be restored at the contractors expense.

ITEM 5

Payment for chain link fence on headwall to include for drilling and grouting of posts and brackets, supply and installation of chain link fence. Payment will be made at the lump sum tendered.

SPECIAL PROVISIONS FOR CONTRACT

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDERONTARIO RETAIL SALES TAX EXEMPTION FOR MATERIALS PURCHASED BY
A CONTRACTOR:

1. Where a municipality or its local board hires a contractor to construct or repair a building or other structure on land, the contractor, normally a consumer and not permitted to purchase anything exempt, may under prescribed conditions be permitted to purchase exempt from tax materials that enter into and form part of the building or other structure on land, for that particular contract.
- 2.* The prescribed conditions are:
 - (a) the contractor or the subcontractor, as the case may be, must obtain a special permit in order to purchase exempt from tax tangible personal property that will enter into and form part of the capital works of a municipality or local board thereof;
 - (b) in the application for a special permit the contractor or the subcontractor must give the following information:
 - (i) the contract number,
 - (ii) the name of the municipality or the local board thereof,
 - (iii) the amount of the contract (in the case of the general contractor, the net amount).
 - (iv) the cost of the materials in that contract,
 - (v) the date on which the contract is to begin, and
 - (vi) the date by which the contract is to be completed.
 - (c) in the books and records, the contractor or the subcontractor, as the case may be, must segregate the costs and revenue of the contract mentioned in (b) from the costs and revenues of any other contracts,
 - (d) the contractor or subcontractor, as the case may be, must keep separate from all other invoices the invoices for materials purchased for the contract mentioned in (b), and
 - (e) the contractor or subcontractor, as the case may be, must issue a purchase exemption certificate in the following form to the supplier for all items of tangible personal property that will enter into and form part of the capital works of the municipality or local board thereof:

SPECIAL PROVISIONS FOR CONTRACT

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

2.* (e) Continued....

"I/we hereby certify that we have been awarded a contract being # _____ to construct or repair a building or other structure on land for

_____ (name of municipality)

that we hold a special permit # _____, and that the tangible personal property purchased herein is to be incorporated into and form part of a building or other structure on land for the above organization.

_____ (signature)

_____ (date)

_____ (name of contractor)

- 3.* Where the contractor or subcontractor, as the case may be, does not follow the above rules the Retail Sales Tax Branch may audit and make an assessment of tax on the amount of tangible personal property purchased deemed to be in excess of the requirements for that particular contract and thereafter the contractor or the subcontractor, as the case may be, must submit to the Comptroller such proof as he may require to substantiate that all the materials claimed as purchased for that contract were incorporated into and form part of the building or other structure on land constructed for the municipality or local board thereof under the terms of that contract.
- 4.* Where a contractor or subcontractor, as the case may be, has been awarded a contract to construct or repair a building or other structure on land for a municipality or local board thereof and in the performance of that contract consumes by incorporating into a building or other structure on land for such municipality or local board thereof tangible personal property, purchased by him prior to that contract date, he may apply for and receive a rebate of the tax paid on the tangible personal property so used.
- * NOTE: This exemption does not apply to the purchase of tools, free-standing desks, cabinets, rugs, draperies, pole-lights, light fixtures, stoves, ranges, heaters, refrigerators, kitchen waste disposal equipment, window air-conditioners, dishwashers, furniture, office equipment, or any similar items not built into real property. Venetian blinds, awnings, or any items built to specifications, not transferable to other property, and permanently affixed, will be considered real property.

SPECIAL PROVISIONS FOR CONTRACT

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

* NOTE - Continued...

This exemption does not apply to equipment that is used in the process of manufacture or production of tangible personal property for sale. Such exemption is given under paragraph 38 of Section 5 of the Retail Sales Tax Act.

The above exemption cannot be applied to the purchase of ready-mix concrete or hot or cold asphalt mix.

The tax paid by the ready-mix operator and hot or cold asphalt mixer will be paid to the municipality or local board thereof by the Retail Sales Tax Branch by way of rebate. To obtain the rebate the municipality or local board thereof must receive a statement from the ready-mix operator or the hot or cold asphalt mixer certifying the quantities and strength of the mix supplied and submit this statement to the Retail Sales Tax Branch. The Contractor agrees to provide such a statement to the Municipality prior to the release of the holdback.

By my/our signature hereunder, I/we WARREN BITULITHIC LIMITED
hereby identify this as the Special Provisions for Contract 78-47
executed by me/us and bearing date this 29TH day of
AUGUST, 1978.

E. Muzzupato
WITNESS

WARREN BITULITHIC LIMITED
[Signature]
SIGNATURE asst/Secy

SIGNATURE

POSITION IN FIRM

PERFORMANCE AND MAINTENANCE BOND

Bond No. 13 13124

Contract 78-47

Account 54,814.00

KNOW ALL MEN BY THESE PRESENTS, that we _____
(The Contractor)

WARREN BITULITHIC LIMITED

hereinafter called "The Principal", and

THE CANADIAN INDENTITY 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 \$54,814.00 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
27th of September, 1978.

Whereas by an Agreement in writing dated the 25th day of September, 1978, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair, or maintenance of _____
Site Improvements - Etobicoke Creek Park - Phase I
(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 Oblige.

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

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

C L Clark
Witness signs here

WARREN BITULITHIC LIMITED

[Handwritten Signature]
[Handwritten Signature]

(Seal)

Principal signs here and seal where applicable

THE CANADIAN INDEMNITY COMPANY

[Handwritten Signature]

(Seal)

Surety Company Officer... signs here with seal

CERTIFICATE OF LIABILITY INSURANCE

THE CANADIAN INDEMNITY 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 WARREN BITULITHIC LIMITED
(CONTRACTOR)

Whose Address is 72 Ashwarren Road, Downsview, Ontario. M3J 1Z6
has comprehensive liability insurance in this Company under Policy
No. 1110990 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 May 1, 1979

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

With respect to Contract No. 78-47 for the Construction of
Site Improvements - Etobicoke Creek Park - Phase I

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

DATE: 1978 09 25

The Canadian Indemnity Company

COUNTERSIGNED: *Subarna Tewari*

A. C. Gallo
AUTHORIZED REPRESENTATIVE

PASSED October 23 1978



BY-LAW

No. 253-78

To authorize the execution of
Contract No. 78-47 with Warren Bitulithic
Limited (SITE IMPROVEMENTS - ETOBICOKE
CREEK PARK - PHASE II)