



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 352-79


To authorize the execution of an agreement with Industrial Lathing & Plastering Co. Contract No. 79-68
(OFFICE RENOVATIONS, CIVIC CENTRE)

WHEREAS it is deemed expedient to enter into and execute Contract No. 79-68 with Industrial Lathing & Plastering Co.;

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. 79-68 with Industrial Lathing & Plastering Co., attached hereto as Schedule A.
- (2) THAT the Mayor and the Clerk are hereby authorized to affix their signatures to the said Contract No. 79-68 with Industrial Lathing & Plastering Co., attached hereto as Schedule A.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 17th day of December, 1979.


James E. Archdekin, Mayor


Ralph A. Everett, City Clerk

CERTIFICATE OF LIABILITY INSURANCE

COMMERCIAL UNION 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 Industrial Lathing & Plastering Co.,
Div. of Savioli and Morgan Co. Limited
(CONTRACTOR)

WHOSE Address is 109 Dunblaine Avenue, Toronto, Ontario M4N 2S4.

has comprehensive liability insurance in this Company under Policy No. 6705221 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 DECEMBER 12, 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. 79-68 for the ~~Construction of~~
Office Renovations - Civic Centre

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

DATE: DECEMBER 21, 1979

COUNTERSIGNED: _____

NAME OF AGENCY OR COMPANY ACTION INSURANCE AGENCIES LIMITED



THE TORONTO-DOMINION BANK

3703 Chesswood Dr at Sheppard Ave W
Downsview, Ontario M3J 2P6

To: The Corporation of the
City of Brampton,
24 Queen Street East,
Brampton, Ontario
L6V 1A4

WE hereby authorize you to draw on The Toronto Dominion Bank, 3703 Chesswood Dr. at Sheppard Ave. W., Downsview, Ontario, M3J 2P6 for the Account of Savioli & Morgan Co. Limited T/A Industrial Lathing and Plastering Co. up to an aggregate amount of Twenty Five Thousand Dollars (\$25,000.00) available on demand.

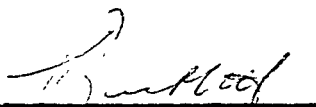
PURSUANT to the request of our customer, the said Savioli & Morgan Co. Limited T/A Industrial Lathing and Plastering Co., we, The Toronto Dominion Bank hereby establish and give to you an Irrevocable Letter of Credit in your favour in the total amount of Twenty Five Thousand Dollars (\$25,000.00) which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customers to make such demand, and without recognizing any claim of our said customers.

PROVIDED, however, that you are to deliver to us at such time as a written demand for payment is made upon us, a certificate confirming that monies drawn pursuant to this Letter of Credit are to be and/or have been expended pursuant to obligations incurred or to be incurred in connection with the agreement between Savioli & Morgan Co. Limited T/A Industrial Lathing and Plastering Co. and the City of Brampton dated December 19, 1979


This Letter of Credit will continue up to the 30th day of December 1980 and will expire on that date and you may call for payment of the full amount outstanding under this Letter of Credit at any time prior to that date. Partial drawings are permitted. The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing given to us by you.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless thirty days prior to any such date we shall notify you in writing that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder by means of your demand accompanied by your written certification that the amounts drawn will be retained and used to meet the obligations incurred or to be incurred in connection with the above agreement.

Dated December 28th, 1979.



L. G. Bartlett
Credit Officer



R. Gill
Senior Assistant Manager

Letter of Credit No. 185

This Agreement made in Quadruplicate this 19th day of December 19 79

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

- AND -

Industrial Lathing & Plastering Co. Div. of Savioli and
Morgan Co.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:

Office Renovations - Civic Centre

(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, 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 Purchasing Agent or his authorized designate commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular way to the Corporation within the time specified in the General Conditions, 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 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 of 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 and in respect of the works the sum of:

(Twenty Four Thousand, Seven Hundred & Ninety Three Dollars)

DOLLARS (\$ 24,793.00)

in accordance with the unit prices as set out in the Form of Tender, as may be applicable, forming part of this Contract, and in accordance with the Provisions as set out in the Conditions and Specifications forming part of this Contract.

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 Purchasing Agent or his authorized designate, 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 Purchasing Agent at the following addresses:-

THE CONTRACTOR:

Industrial Lathing & Plastering Co.,
Div. of Savioli and Morgan Co. Limited
109 Dunblaine Avenue,
Toronto, Ontario M4N 2S4.

M.S. Lingard,
Purchasing Agent,
Supply & Services Section,
Sixth Floor, 24 Queen Street East,
Brampton, Ontario

ARTICLE 5. (Cont'd.)

However, in the matter of "Call Back Work", as defined in the Information to Tenderers, verbal communication with the Contractor shall be deemed as sufficient notice.

ARTICLE 6.

A copy of each of the Contract documents is hereto annexed and together with the 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 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 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.

WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS

OCCUPATION

Industrial Lathing & Plastering Co.,
Div. of Savioli and Morgan Co. Limited

C. Savioli

CORPORATION OF THE CITY OF
BRAMPTON

James E. Archdehn
MAYOR

Ralph A. Ford
CLERK

APPROVED
AS TO IDENTITY
IN WITNESS
OF THE
MAYOR
DATE *8/1/12*

CITY OF BRAMPTON

T E N D E R

(LUMP SUM PRICE)

CONTRACT NO. 79-68

IN INK OR
TYPEWRITER

) INDUSTRIAL LATHING & PLASTERING CO.
) NAME OF FIRM OR INDIVIDUAL (THE CONTRACTOR)
) DIVISION OF SAVIOLI & MORGAN CO. LTD.
)
) 109 Dunblaine Ave. 782 4349
) ADDRESS AND TELEPHONE NUMBER
)
) Vincent V. SAVIOLI
) NAME OF PERSON SIGNING FOR FIRM
)
) PRESIDENT
) OFFICE OF PERSON SIGNING FOR FIRM

FOR: OFFICE RENOVATIONS - CIVIC CENTRE
 LOCATION: 150 Central Park Drive, Bramalea, Ontario

M.S. Lingard,
 Purchasing Agent.

THE CORPORATION OF THE
 CITY OF BRAMPTON
 24 Queen Street East
 Brampton, Ontario
 L6V 1A4.

FORM OF TENDER

FOR

CONTRACT NO. _____

THIS TENDER SUBMITTED BY Industrial Lathing & Plastering Co. FIRM NAME OR
100 Dunbrack Ave. INDIVIDUAL
782 4349 ADDRESS
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 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 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 Purchasing Agent, 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.

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 sixty (60) 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 with raw 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 for the said City shall be an acceptance of this Tender.

If this Tender is accepted, I/We agree to furnish the required Performance Bond and/or Deposit, 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 or 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 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 _____

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 dates of completion as referred to in the General Conditions shall be no later than JAN 31 1979

A Certified Cheque or Bid Bond in an amount equal to 10% (Ten Percent) of the tender price, payable to the Corporation of the City of Brampton

Twenty four thousand,
(\$ seven hundred & ninety three) _____

\$ 2479.30 /100 is enclosed.

Dated at _____ this 10th day of Dec.

19 1979

Alice Thatcher

SIGNATURE OF WITNESS

P. Suroli

SIGNATURE & SEAL OF TENDERER

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

LIST OF SUB-CONTRACTORS

The Tenderer submits the following list of sub-contractors whom he proposes to use and he understands that no additions or changes to this list will be permitted after the closing date of Tenders.

SUB-CONTRACTORS

ADDRESS

TRADE

Our own tradesmen

SCHEDULE OF QUANTITIES
AND UNIT PRICES

CONTRACT NO. 79-68
(OFFICE RENOVATIONS
CIVIC CENTRE

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.

The following prices will be used for additions and or deletions.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
1.	Installation of Drywall Partitions including insulation and taping (painting not included).	806 879	lin.ft.	\$ <u>12.00 per ft.</u>	\$ <u>9948.00</u>
2.	Mahogany Solid Core Doors including frame and trim	25	each	\$ <u>147.00</u>	\$ <u>3675.00</u>
3.	Removal of existing partitions and walls.	100	lin.ft.	\$ <u>8.00</u>	\$ <u>800.00</u>
4.	Key in Knob Locksets	25	each	\$ <u>30.00</u>	\$ <u>750.00</u>
5.	Painting and Staining	LUMP SUM			\$ <u>8470.00</u>
		<i>General Labor</i>			1200.00
	TOTAL FOR CONTRACT NO. 79-68				\$ <u>24,793.00</u>

ADDITIONAL ALTERNATE PRICES

A D D E N D U M

CONTRACT NO. 79-68

OFFICE RENOVATIONS - CIVIC CENTRE

SCHEDULE OF QUANTITIES AND UNIT PRICES

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
1.	Installation of Drywall Partitions including insulation and taping (painting not included). Cost Reduction using vinyl baseboard in place of 2.3/4" Mahogany baseboard.	806 829	lin.ft.	\$ 307 ³⁰⁹	\$ 252,000 ^{497.4}
2.	Mahogany Solid Core Doors including frame and trim Cost Reduction using Hollow Metal Frame - 3 piece knock down, painted with only the doors being stained.	25	each	\$ 2500	\$ 625.00
5.	Painting and Staining Cost Reduction Painting resulting from the possible deletion of staining wood door frames, trim and baseboard.		LUMP SUM		\$ 475.

Handwritten signature or initials

PASSED December 17th 19 79



BY-LAW

No. 352-79

To authorize the execution of an agreement with Industrial Lathing & Plastering Co. Contract No. 79-68 (OFFICE RENOVATIONS, CIVIC CENTRE)