



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 130-79

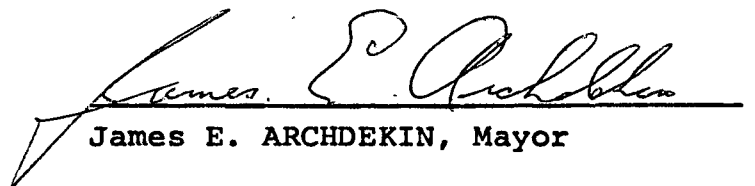
To authorize the execution of an agreement with DOMINION PAVING LIMITED - Contract No. 79-100 (reconstruction of Wellington Street from Main Street to Chapel Street)

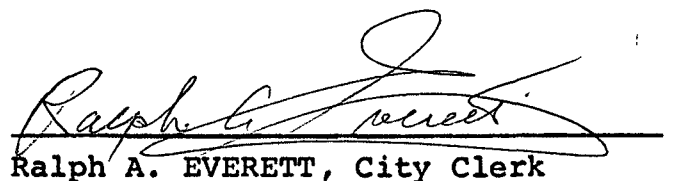
WHEREAS it is deemed expedient to enter into and execute Contract No. 79-100 with Dominion Paving Limited;

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. 79-100 with Dominion 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. 79-100 with Dominion Paving Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 11th day of June, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

PASSED June 11, _____ 19 79



BY-LAW

No. 130-79

To authorize the execution of an agreement with DOMINION PAVING LIMITED - Contract No. 79-100 (reconstruction of Wellington Street from Main Street to Chapel Street).

1. FORM OF AGREEMENT

THE CORPORATION OF THE CITY OF BRAMPTON
FORM OF AGREEMENT

CONTRACT NO. 79-100

This agreement made in quadruplicate this 28th day of May 1979.

BETWEEN: The Corporation of the City of Brampton
(Hereinafter called the "Corporation"
of the first part)

-AND- Dominion 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:-

Reconstruction of Wellington St. from Main St. to Chapel Street,
Brampton, Ontario

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 of this 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 inclusive are all of 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:

Dominion Paving

CONTRACTOR: Limited

680 Garyray Drive,

Weston, Ontario

ENGINEER: J. F. Curran, P.Eng.
City Engineer
24 Queen Street East
Brampton, Ontario
L6V 1A4

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 affect his Tender or his acceptance of the Work, or that not having so investigated is willing to assumed 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.

J. Belmont
WITNESS AS TO SIGNATURE OF CONTRACTOR

35 FOUNTAINHEAD Road.
ADDRESS
OCCUPATION Estimator

Joe Press
Dominion Paving Limited

THE CORPORATION OF THE CITY OF BRAMPTON
MAYOR James E. Goldie
CLERK Ralph J. ...

FORM OF TENDER

**INCLUDING SCHEDULE OF QUANTITIES
AND UNIT PRICES**

**CITY OF BRAMPTON
PUBLIC WORKS DEPARTMENT**

THE CORPORATION OF THE CITY OF BRAMPTON
FORM OF TENDER

CONTRACT NO. 79-100

This Tender Submitted By: Dominion Paving Limited

ADDRESS: 630 GARYRAY DRIVE

TELEPHONE NUMBER: 741-1310

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 the plans, drawings, profiles, Specifications, Form of Tender, Information for Tenderers, General Conditions, Agreement by the Commissioner of Public Works, 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 therefor 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 60 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.

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.

I/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 I/we agree to furnish the required contract bond in the form attached hereto, insurance certificate and Workmen's Compensation Board Letter, and properly sign the Contract documents in quadruplicate within 10 days after being notified to do so. 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 default or failure, or by reason of such acting, as aforesaid, on their part, including the cost of 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 UNITED STATES FIDELITY

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 date of completion as referred to in the General Conditions shall be 35 working days from the date of written order to commence work. The Contractor agrees to pay the Corporation \$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 specified above.

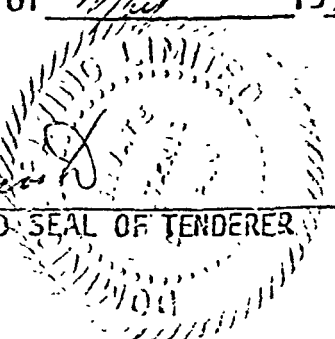
A certified cheque in the amount of \$ 5000.00

is enclosed. Dated at

WESTON this 15 day of April 1979

Anne Bacco
SIGNATURE OF WITNESS

L. B. [Signature]
SIGNATURE AND SEAL OF TENDERER



SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT5

CONTRACT NO. 79-100
RECONSTRUCTION OF
WELLINGTON STREET

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.

Specification numbers and S.P. refer to the Ministry of Transportation and Communications Specifications. Special refers to the City of Brampton Special Provisions. City refers to the City of Brampton Standard Specifications.

Item No.	Spec. No.	Description	Est. Qty.	Unit	Unit Price	Amount
1	Special, City 406, 314	Supply and install concrete storm sewers with rubber gasket joints, Class 'B' bedding and granular backfill to top of trench				
(a)		375 mm concrete storm sewer Class C-14, E.S.	13.5	lin. m	\$ <u>100.25</u>	\$ <u>1353.38</u>
(b)		375 mm concrete storm sewer Class C-14, S.S.	172	lin. m	\$ <u>75.65</u>	\$ <u>13011.80</u>
2	Special, City	Supply and install drop connection and break into existing M.H. No. 4		Lump Sum	\$ <u>1075.⁰⁰</u>	\$ <u>1075.00</u>
3	Special, City	Supply and construct manholes in accordance with Std. 302 including frames, covers, and granular 'C' backfill	8.3	vt. m	\$ <u>380.⁰⁰</u>	\$ <u>3154.00</u>
4	Special, City	Construct catch basins including excavation, frames, grates, and 19 mm crusher run backfill				
(a)		600 mm square as per Std. 320 and 325	4	Each	\$ <u>610.⁰⁰</u>	\$ <u>2440.00</u>
(b)		Double as per Std. 321 and 325	2	Each	\$ <u>1135.⁰⁰</u>	\$ <u>2270.00</u>

23304.18

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT6

CONTRACT NO. 79-100
RECONSTRUCTION OF
WELLINGTON STREET

Item No.	Spec. No.	Description	Est. Qty.	Unit	Unit Price	Amount
5	Special	Supply and install catchbasin leads including excavation, fittings, Class 'B' bedding and granular 'C' backfill				
(a)		200 mm dia. Cl. S.S.	25	lin. m	\$ 70.50	\$ 1762.50
(b)		250 mm dia. Cl. S.S.	14	lin. m	\$ 72.50	\$ 1015.00
6	Special	Remove existing catchbasins and plug existing leads as shown on the drawings (frames and grates to City yard)	4	Each	\$ 170.00	\$ 680.00
7	210, City Special	Earth excavation to subgrade	1800	m ²	\$ 4.85	\$ 8730.00
8	City	Special subgrade excavation	50	m ³	\$ 5.00	\$ 250.00
9	1010, 314 City Special	Supply, place and compact granular base course				
(a)		Granular 'B'	1800	m ²	\$ 2.44	\$ 4392.00
(b)		Granular 'A'	1700	m ²	\$ 1.91	\$ 3247.00
(c)		Sand Cushion	50	tonne	\$ 1.00	\$ 50.00
10	City	Supply and apply water for compaction	100	kL	\$ 1.00	\$ 100.00
11	City	Supply and apply calcium chloride	5	tonne	\$ 75.00	\$ 375.00
12	310, City Special	Supply, mix and place hot-mix, hot-laid asphalt				
(a)		H.L.6	640	tonne	\$ 18.70	\$ 11968.00
(b)		H.L.3	300	tonne	\$ 19.65	\$ 5895.00
13						
(a)	310	Sawcut existing asphalt	35	lin. m	\$ 2.50	\$ 87.50

33552.00

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT7

CONTRACT NO. 79-100
RECONSTRUCTION OF
WELLINGTON STREET

Item No.	Spec. No.	Description	Est. Qty.	Unit	Unit Price	Amount
(b)	Special	Sawcut existing concrete sidewalk	10	lin. m	\$ 5.00	\$ 50.00
(c)	Special	Burn in existing asphalt	20	lin. m	\$ 3.50	\$ 70.00
14	City Special	Remove existing concrete curb and gutter as shown on the drawings	465	lin. m	\$ 2.50	\$ 1162.50
15	353, City Special	Construct concrete curb and gutter as per Std. 220	490	lin. m	\$ 17.50	\$ 8575.00
16	City Special	Remove existing concrete sidewalks (1.5 m ² = 1 lin. m)	125	lin. m	\$ 5.50	\$ 687.50
17	351, City Special	Construct concrete sidewalks (1.5 m ² = 1 lin. m)	85	lin. m	\$ 21.75	\$ 1848.75
18	Special	Supply and install Unilock "Red" paving stones in herring bone pattern at locations shown on the drawings or as directed in the field	77	m ²	\$ 27.50	\$ 2117.50
19	City 571 Special	Supply and place nursery sod including 75 mm topsoil	365	m ²	\$ 2.00	\$ 730.00
20	City	Supply and apply water for sod	20	kL	\$ 3.50	\$ 70.00
21	Special	Reinstate driveway				
(a)		150 mm granular 'A' + 50 mm H.L.3 asphalt	28	m ²	\$ 7.50	\$ 210.00
(b)		150 mm concrete + 150 mm granular 'A'	48	m ²	\$ 18.50	\$ 888.00
(c)		150 mm granular 'A'	21	m ²	\$ 3.00	\$ 63.00
22	City Special	Adjust existing gas and water valves to finished grade	4	Each	\$ 15.00	\$ 60.00

16532.25

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT8

CONTRACT NO. 79-100
RECONSTRUCTION OF
WELLINGTON STREET

Item No.	Spec. No.	Description	Est. Qty.	Unit	Unit Price	Amount
23	City	Adjust existing valve chambers and manholes to finished grade	4	Each	\$ <u>85.00</u>	\$ <u>340.00</u>
24	City Special	Adjust existing water service boxes to finished grade	4	Each	\$ <u>15.00</u>	\$ <u>60.00</u>
25	Special	Relocate Hydrant	✓ 1	Each	\$ <u>265.00</u>	\$ <u>265.00</u>
26	Special	Remove existing concrete retaining wall and replace with "Pisa" stone to same height	20	lin. m	\$ <u>70.00</u>	\$ <u>1400.00</u>
27	Special	Supply and place 15 MPa concrete exclusive of form work	4	m ³	\$ <u>55.00</u>	\$ <u>220.00</u>
28	Special	Signal Poles				
(a)		Powco 8520	2	Each	\$ <u>367.50</u>	\$ <u>735.00</u>
(b)		Relocate Powco 8520		Lump Sum	\$ <u>262.50</u>	\$ <u>262.50</u>
29	Special	Mast Arm Equipment				
(a)		Powerlite S.M.A. 4.5 metres (15')	1	Each	\$ <u>299.25</u>	\$ <u>299.25</u>
(b)		Powerlite S.M.A. 1.8 metres (6')	4	Each	\$ <u>225.75</u>	\$ <u>903.00</u>
(c)		Powerlite S.M.A. 1.2 metres (4')	1	Each	\$ <u>220.50</u>	\$ <u>220.50</u>
(d)		Powerlite Head Hanger	6	Each	\$ <u>58.80</u>	\$ <u>352.80</u>
30	Special	Footings for Signal Poles				
(a)		25 M Pa (4000 p.s.i.) concrete	3	Each	\$ <u>367.50</u>	\$ <u>1102.50</u>
31	Special	Underground Conduit for Wiring		Lump Sum	\$ <u>630.00</u>	\$ <u>630.00</u>
32	Special	Handwells				
(a)		45 cm ID/60 cm O.D.	3	Each	\$ <u>173.25</u>	\$ <u>519.75</u>
(b)		30 cm ID/45 cm O.D.	1	Each	\$ <u>105.00</u>	\$ <u>105.00</u>

7415.3

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT9

CONTRACT NO. 79-100
RECONSTRUCTION OF
WELLINGTON STREET

Item No.	Spec. No.	Description	Est. Qty.	Unit	Unit Price	Amount
33	Special	Wiring & Hydro Hook-Up		Lump Sum	\$ <u>420.00</u>	\$ <u>420.00</u>
34	Special	Signal Heads				
(a)		Relocation of Existing Equipment		Lump Sum	\$ <u>420.00</u>	\$ <u>420.00</u>
(b)		Standard Head Backboards	4	Each	\$ <u>47.25</u>	\$ <u>189.00</u>
35	Special	Pedestrian Heads	5	Each	\$ <u>294.00</u>	\$ <u>1470.00</u>
36	Special	Traffic Controller		Lump Sum	\$ <u>210.00</u>	\$ <u>210.00</u>

2709.00

Contingency Item
(See Information for Tenderers)

\$ 9,500.00

Total of Contract No. 79-100
- Wellington Street from
Main Street to Chapel Street

\$ 98,012.73