

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number ______ 143-80

To authorize the execution of an agreement with VIC PALMER ENTERPRISES LIMITED -Contract No. 80-09 (weed spraying of parklands and boulevards)

WHEREAS it is deemed expedient to enter into and execute Contract No. 80-09 with VIC PALMER ENTERPRISES 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. 80-09 with VIC PALMER ENTERPRISES 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. 80-09 with VIC PALMER ENTERPRISES LIMITED, attached hereto as Schedule A.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 26th day of May, 1980.

James E. ARCHDEKIN, Mayor

viert.

Ralph A. EVERETT, City Clerk



CANADIAN IMPERIAL **BANK OF COMMERCE** International Department, Moronto, Ontario, Canada. April 14, 1980 BRANCH AND DATE

Our No. GB001/3412

The Corporation of the City of Brampton 150 Central Park Dr. Brampton, Ont. L6T 2T9

Attn: Mr. M. S. Lingard

We hereby authorize you to draw on Canadian Imperial Bank of Commerce, International Department, Toronto, Ontario, for the account of Vic Palmer Enterprises Ltd., 56 Cavendish Cresc., Bramalea, Ont. up to an aggregate amount of Can.\$10,000.00 (Ten Thousand & 00/100 Canadian Dollars) available on demand.

We, Canadian Imperial Bank of Commerce, International Department, Toronto, hereby establish and give to you an Irrevocable Letter of Credit in your favour in the total amount of Can.\$10,000.00, 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 customer to make such demand, and without recognizing any claim of our said customer.

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 Vic Palmer Enterprises Ltd. and The Corporation of the City of Brampton, re: Contract No. 80-09.

This Letter of Credit will continue up to March 31, 1981, and will expire at our counters on that date and you may call for payment of the full amount outstanding under this Letter of Credit at any time up to the close of business on 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 Oredit 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 by you to meet obligations incurred or to be incurred in connection with the above agreement.

FOR CANADIAN IMPERIAL BANK OF COMMERCE

Authorized Signature

/sf.

Countersigned

CERTIFICATE OF LIABILITY INSURANCE

Commerce and Industry Insurance Company of Canada (INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 150 CENTRAL PARK DRIVE, BRAMPTON, ONTARIO 16T 2T9.

THIS IS TO CERTIFY THAT Vic Palmer Enterprises Ltd., (CONTRACTOR)

Whose Address is 56 Cavendish Crescent, Brampton, Ontario L6T 124. has comprehensive liability insurance in this Company under Policy No. <u>N3973#137</u> covering legal liability for damages because of:

A. Bodily injury, sickness or disease, including death at any time resulting therefrom.

В.

bts

. 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 31st, 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. 80-09 for the Constructions Weed Spraying of Parklands & Boulevards at various locations

within the City of Brampton. We certify that the Corporation will be coinsured with the Contractor.

DATE: April 30, 1980 Alberts /Sinclair Cockburn Insurance COUNTERSIGNED: NAME OF AGENCY OR COMPANY Alberts/Sinclair-Cockburn Insurance 25 Imperial Street, Toronto, Ont.

CONTRACT NO.

80-09

This Agreement made in Quadruplicate this 25th day of <u>April</u> 19 80.

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

– AND –

Vic Palmer Enterprises Ltd. (Hereinafter called "The Contractor") of the Second Part

WITNESSETH

BETWEEN:

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 :

Weed Spraving of Parklands & Boulevards

at various locations within the City of Brampton.

(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 Commissioner of Parks and Recreation, 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 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 and in respect of the works the sum of

(Twenty Four Thousand, One Hundred & Seventy Nine Dollars & Thirty

One Cents).		DOLLARS	(\$	24,179.31	· · · · · ·	· · · ·)

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 Commissioner of 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 Commissioner of Parks and Recreation at the following addresses :-

THE CONTRACTOR:

Vic Palmer Enterprises Ltd., 56 Cavendish Crescent, Brampton, Ontario 16T 124.

THE COMMISSIONER:

D. M. Gordon, Commissioner, Parks & Recreation, City of Brampton, 150 Central Park Drive, Bramalea, 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 and/or 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 nothaving 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.

VITNESS AS TO SIGNATURE OF CONTRACTOR) ADDRESS OCCUPATION

Vic Palmer Enterprises Ltd.,

a



CORPORATION OF THE CITY OF BRAMPTON

MAYOR CLERK

CITY OF BRAMPTON

-PARKS AND RECREATION DEPARTMENT

TENDER

CONTRACT NO. 80 - 09

VIC PALMER ENTERPRISES 2715 NAME OF FIRM OR INDIVIDUAL (THE CONTRACTOR)

L67 124

<u>56</u> Cavendish Crescent ADDRESS AND TELEPHONE NUMBER

IN INK

OR

TYPEWRITER

VICTOR E. PALMER NAME OF PERSON SIGNING FOR FIRM

PRESIDENT OFFICE OF PERSON SIGNING FOR FIRM

FOR:-

Weed Spraying,

Bramalea

Brampton - Various Locations.

M.S. LINGARD PURCHASING AGENT DONALD M. GORDON COMMISSIONER PARKS AND RECREATION.

451-5114

THE CORPORATION OF THE CITY OF BRAMPTON 150 CENTRAL PARK DRIVE BRAMPTON, ONTARIO L6T 2T9

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

GENERAL TYPE OF CONTRACT:

Weed Spraying

LOCATION:

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.S.T.,

WEDNESDAY, APRIL 16th, 1980.

Brampton - Various Locations

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 for this contract.

By my/our signature hereunder, I/We $1, \overline{2}, Palmer (President)$ hereby identify this as the General Conditions for Contract No. 80 - 09 executed by me/us and bearing date the <u>16 Th</u> day of <u>April</u> 1980.

WITNESS <u>Eileen Johnston</u> SIGNATURE

SIGNATURE	$\left \right $	E. Palmer
POSITION IN	FIRM	President

SCHEDULE OF TENDER DATA

CONTRACT NO. 80 - 09

This Form Shall Remain Attached to This Tender

Cover Sheet - 1 Sheet

Information for Tenderers - 5 Sheets

Schedule of Tender Data - 1 Sheet

Specifications - 8 Sheets

Form of Tender - 2 Sheets (2 copies)

Bid Sheet - 1 Sheet (2 copies)

Contractors Experience Record - 1 Sheet

Certificate of Liability Insurance - 1 Sheet

Agreement - 4 Sheets

Drawings - 1 Sheet

By my/our signature, I/We 1.5. Palmer (Purident) (hereby identify this as the Schedule of Tender Data, Drawings and Specifications for Contract No. 80 - 09 executed by me/us and bearing date the <u>16 th</u> day of <u>April</u> 1980.

WITNESS	 SIGNATURE	11.2	. Jalmer
SIGNATURE	 POSITION IN	FIRM	President

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

CONTRACTOR'S EXPERIENCE RECORD

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The Contractor is required to supply the following information concerning work done over the last two year period that is similar to the type of work to be done under this Contract:

COMPLETION	1	1	1	1
				· ·
DATE				
OF,	NAME	NAME OF		1
CONTRACT	OF OWNER	ENGINEER	DESCRIPTION	DOLLAR AMOUNT
			· · ·	1
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APPENDIX "B"

PARKAND AND BOULEVARDS

Number of parks in first column refers to the map of the Official Parks Plan.

* Indicates locations where water is available.

	Park	н 17	Name		Street	Acres to be sprayed	Price per Location
	``			<u></u>			
	1		Northwood		Parkway	3.30	\$ <i>75.</i> 00
	2	*	Beatty Fleming	, ¹	McLaughlin Rd.	1.82	\$ 85.00
	3		McLaughlin Rd. Park		McLaughlin Rd.	21.16	\$ 340.00
	3B		Barkwill		Dennison	2.	\$ 85.00
	5		Nancy McCredie		Nancy McCredie	1.07	\$.55.00
	6	*	English Street Park		English St.	1.90	\$ 65.00
	7		Mill Street Park		Mill St. N.	.60	\$ 35.00
	8		Unnamed		English St.	.46	\$ 3.5.00
	9		Armbro		Williams Parkway	3.	\$00.00
	10		Unnamed		Talbot	1.25	A
	11		Unnamed		English St.	.45	\$ <u>50.00</u>
	12		Unnamed		Williams Parkway	6.22	\$ <u>30.00</u>
	15	*	Cenotaph Park		Main St. S.	1.30	\$ 195.00
	16	*	Gage Park		Main St. S.	4.10	\$ 65.00
	17	*	Woodview Park		Corby Cres.	11.55	\$ 150.00
	18	*	Harold Street Park		Harold St.		\$ 400.00
	19	~			Off Harold St.	1.35	\$ 6.5.00
	19		Ridgehill		Off Dove	3.5	\$ <u>/30.00</u>
	19		Ridgehill			1.	\$.55.00
	20 \		Ridgehill Promotor Frigorounde		Off Elgin	3.5	\$ 120.00
			Brampton Fairgrounds		McMurchy St.	8.	\$ 150.00
	21		Elgin Rd. N.		Main St.	19.84	\$ <u>330.00</u>
	24		Unnamed		Elgin & McLaughlin	3.27	\$00
	25		Peelton Hills		Steeles & McLaughlin	9	\$ 195.00
	30		Locustwood		Locustwood Cr.	.5	\$ 35.00
	31		Newton Road Park		Newton Rd.	3.33	\$ 95.00
	32		Kingswood		Kingswood Rd.	5.09	\$ 140.00
	33		Centre St.		Vodden Rd.	3.49	\$ 120.00
	34		Salisbury Circle		Salisbury Circle	1.30	\$ <u>55.00</u>
	35		Rosalea		Union St.	10.6	\$ 325.00
	36		Willow Parkette		Centre & Vodden	•3	\$ 35.00
	38		Unnamed		Scott St.	• 4	\$ 35.00
	39		Unnamed		Centre Street	2.8	\$ 85.00
	40		Unnamed		Centre St.	1.	\$ 60.00
	42		Unnamed		Centre St.	12.	\$ 340.00
	43		Centennial Park		Mary St. & Centre St.		\$ 625.00
	44		Meadowland		Brampton Mall	11.42	\$ 200.00
	45	*	Peel Village		Terra Cotta Dr.	14.53	\$ 300.00
· .	46	. *	Peel Village Entrance		Highway #10	1.	\$ 60.00
	47		Riverview		Highway #10	10.2	\$ 220.00
	49		Sir Winston Churchill		Centre St.	1.	\$ 60.00
	50		Unnamed		James & Queen	1.	\$ 60.00
	51	*	Bruce Beer		Bruce Beer Dr.	3.26	\$ 95.00
•	52		Century Gardens		Vodden St.	15.	\$ 335.00
	53	د	Charters Road		Charters Rd.	.97	\$ 6.5 00
	54 .		Ivy Bridge		Ivy Bridge Rd.	1.16	\$ 65.00
		*	Madoc		Hansen Rd.	3.95	\$ 130.00
	56		Seaborn		Seaborn Dr.	4.11	\$ 147.00
	57		Robwill		Robwill	• 5	\$ 35.03
	59		Archdekin Parkette		Archdekin	.3	\$ 35.08
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APPENDIX "B"

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PARKLAND AND BOULEVARDS

Park#	Name	Street	Acres to be sprayed	Price per Location
60	Major Oaks	Williams Parkway	13.78	\$ 320.00
68 -	Laurelcrest	Laurelcrest	9.5	\$ 260.00
69	Hazelwood N.	Hazlewood Dr.	1.8	\$ 8500
70	Hazlewood S.	Hazlewood Dr.	3.98	\$ 140,00
72	Unnamed	Off Howden	1.4	\$ 70.00
73	Unnamed	Off Howden	2.9	\$ 95,00
74	Unnamed	Off Howden	• 6	\$ 45.00
85	Hanover	Hanover Dr.	2.06	\$ \$0.00
86	Howden	Howden Dr.	10.1	\$ 280.00
87	Hilldale N.	Williams Parkway	4.5	\$ 140.00
88	Hilldale S.	Central Park Drive	6.41	\$ 225.00
89	Crescent Hill Extension	Mansfield	1.75	\$ 70.00
90	Crescent Hill	Dixie Rd.	14.30	\$ 200.00
91 *	Chinguacousy Park	Bramalea Rd.	56.00	\$ 160000
93	Manorcrest	Manorcrest	5.	\$ 1.50.00
94	Massey	Massey	11.	\$ 300.00
98	Victoria Park	Victoria Cr.	28.	\$ 578,00
99	Aloma Park	Algonquin Rd.	11.43	\$ 300.00
100	Addington	Algonquin Rd.	3.20	\$ 110.00
101	Balmoral	Balmoral	8.41	\$ 155.00
102	Ernest Majury	Balmoral	3.18	\$ 95.00
103	Belmont	Birchbank	1.6	\$ 80.00
104	Birchbank	Birchbank	1.8	\$ 85.00
105 *	Clark	Clark Blvd.	21.4	\$ 350.00
106	Cavendish	Cavendish	1.	\$ 60.00
10.7	Crawley	Crawley	11.1	\$ 290.00
108	Knightsbridge	Knightsbridge	2.36	\$ 100.00
109	Regency Park	Kensington	6.51	\$ 200.00
110	Regional Police Station	Kensington	3.45	\$ 130-00
112	Glenforest N.	Glenforest	1.5	\$ 60.00
113	Glenforest S.	Glenforest	6.54	\$ 250.00
114	Goldcrest	Central Park, Dr.	7.73	\$ 260.00
115	Greenmount S.	Greenmount	2.66	\$ 95,00
116	Greenmount N.	Greenmount	5.52	\$ 150.00
117	Greenbriar S.	Central Park Dr.	·· 14.	\$ 300.00
118	Greenbriar N.	Greenbriar Rd.	1.51	\$ 60.00
119	Jayfield	Williams Parkway	2.	\$ 85.00
120	Jordan	Jordan	4.	\$ 140.00
121	Jefferson	Jefferson	14.6	\$ 325.00
122	Unnamed /	North Park Dr.	• •5	\$ 3500
125	Dalton	Bramalea Rd.	3.93	\$ 140.00
126 *	Dearborne	Dearborne Rd.	10.3	\$ 270,00
127	Davenport	Balmoral & Dearborne	1.26	\$ 60-00
128	Dorchester	Dorchester	4.75	\$ 145.00
129	Dorset	Dorchester	3.27	\$ 100.00
130	Dunblaine	Dorchester	1.73	\$ 60.00
131 *	Durham	Bramalea Rd.	2.92	\$ 100.00
132 ×	Earnscliffe	Eastborne	28.5	\$ 400.00
133 *	Eastborne	Balmoral	16.5	\$ 350.00
134	Edgebrook	Balmoral	2.77	\$ 85,00
135 *	Fallingdale	Clark	9.1	\$ 195.00
136 ×	Fallingdale parkette	Bramalea Rd.	1.94	\$ 85.00

Park '#	Name	Street	Acres to	Price pe
· •			be sprayed	Location
1.20		· · · ·	, ,	<u> </u>
139	Heart Lake Parkettes	Heart Lake	.2	\$ _20.
140	North of Sandalwood		.2	\$ <u></u> 20.
141	North of Sandalwood	· · · ·	.5	\$
142	North of Sandalwood		• 2	\$ <u>ZO</u> ,
143	North of Sandalwood		• 4	\$ 30
145	North of Sandalwood		• 2	\$ 20
146			.5	\$30
147			• • • • •	\$ _ 20
148		. •	.7	\$
150			.3	\$ <u>30</u>
151			.3	\$ _ 30
152			.3	\$30
153			.7	\$40
154			.2	\$2C
155			• 2	\$ _ 20
156			• 4	\$ <u>30</u>
157			.3 -	\$2
149	Sports fields at Conestoga &		· 5.	\$
173	Wildfield	Marysfield	.2	\$20
	Williams Parkway Complex	Williams Parkway	12.	\$ _ 2.50
	St. Johns Park	St. Johns Rd.	.7	\$40
192	Eldorado Park	erd. Line West	20.	\$ 27:
	Ebenezer	Gore Rd.	1.	\$30
	Corner of Gore Rd. & 10th. S		.1	\$ <u></u> 2(
	Churchville Parkette	Martins Blvd.	1.5	\$5(
	Queen Street Diversion	Queen St.	6.	\$
	Fire Dept.	Rutherford Rd.	1.	\$50
· · · · ·	Lowes Ave.		.3	\$3(
	Civic Centre	Central park Dr.	1.	\$ <u>50</u>
	Hazelwood Parkette	,	.75	\$40
	Groveland Parkette		.5	\$
	Sportsfields at Northern Ele		12.	\$69
	S.W. corner of Central park Clark Bivd. south of City Ce		2. 8.	\$ <u> </u>

BOULEVARDS AND BUFFERS.

Location	Acres		Price per Location
<u>Bramalea</u> Dearbourne Behind Deerfield & Drury Cr. 50' width	4.30		\$ <u>90.00</u>
Torbram south of Balmoral	.65		\$ <u>70.00</u> \$ <u>40.00</u>
Torbram north of Clark to Highway #7 Torbram north of #7 to Williams Pkwy. Torbram north of Williams Pkwy. to	3.65 5.2		\$ <u>/00.00</u> \$ <u>90.00</u>
North Park Drive	1.6	· .	\$ 5 0.00
almoral from Torbram to Bramalea Rd.	4.58		\$ /00.00
lastborne from Balmoral to Clark	1.46		\$ 60.00
Clark from Torbram to Bramalea Rd.	7.79		\$ <u>150.00</u>
Clark from Bramalea Rd. to Dixie	2.46		\$ 74.65
Clark from Dixie to Terese Finchgate Blvd. from Clark to #7 \	1.08 .58		\$ <u>60.00</u> \$ <u>50,00</u>

APPENDIX "B"

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PARKLAND AND BOULEVARDS

				Price per
	Location	Acres	S	Location
	Bramalea continued			
	Glenvale from \$7 to Central Park Dr.	.58	•	\$ 40.00
	Central Park Dr. from Torbram to		· .	
	Bramalea Rd.	4.65		\$ 100.00
	Grenoble from Central Park Dr. to	`		
	Williams Park	1.0	·	\$ 50.00
	Jordan from Williams Parkway to North			•
	Park Dr.			
	1) Jordan from Williams Pkwy. to			
	Jefferson park	.81		\$ 40.00
	2) Park to North Park Dr.	.71		\$ 40.00
	Jayfield from Jordan East	.65		\$
	North Park - Torbram to Bramalea Rd.	4.72	· ·	\$ 40.00
	North Park Dr Bramalea Rd. to Mackay	3.25		\$ 90.00
•				\$
	North Park Dr. from Mackay to Dixie Rd.	3.48	•	\$
	Williams Parkway from Torbram to Bramales	a 2.30		\$
	Williams Parkway			
•	a) Bramalea Rd. to Dixie	6.51	· .	\$ 82.00
	b) From Dixie to North Pk. Dr.	3.31		\$ 90.00
	Bovaird from Bramalea to Mackay	3.04		\$ 90.00
	Bovaird from Mackay to Dixie	1.47		\$ 70,00
	Dixie Rd. from Bovaird to below		· · ·	
	Williams parkway	4.45		\$ 80.00
	Bramalea Rd Highway #7 to Bovaird	14.49		\$ 1.50.00
	Bramalea Rd. from #7 to Steeles	4.34		\$ 80.00
	Buffer from Bramalea Rd. west to		•	
	Lions Club	.92	,	\$50.00
	Balmoral from Bramalea to Dixie	.72	· · ·	\$50,00
	Central Park Dr Clark to #7	1.56		\$
•	Central Park - #7 to Bramalea Rd.	2.23	- ·	\$
	Central Park - Brazalea Rd. to Torbraz	4.50		\$ 80.00
	Highway #7 from Dixie to Central Pk. Dr.	1.84		\$ 70.00
	Highway #7 from Bramalea Rd. to Torbram	7.09	· · · ·	A
	Hanover from Howden to Central Pk. Dr.	1.69		\$
	Howden from Central Park to Dixie Rd.	1.47		\$
	Hilldale from Central Park to Central Pk.		•	\$ <u>70,00</u>
	Laurelcrest from \$7 to Lorraine	.71		\$
	Buffer behind house off Lorraine &	•/-		\$50.00
	• •	1.9		è –
	Longbourne Jofferson Jorden to Jofferson Park			\$70.00
	Jefferson - Jordan to Jefferson Park	.15		\$30.00
	Glenforest - Grenoble to Glenforest Park	.27		\$30,00
	Greenbriar - Grenoble to Greenbriar Park	.33		\$
	Greenmount - Glenvale to Greenmount Park	.31		\$
	Brampton		•	
	Hansen Rd. from Queen St. to Vodden St.	1.26	· .	\$ 60.00
	Hansen from Vodden to Linkdale	.04		\$ 30.00
	Linkdale from Hansen to Kennedy	.14	,	\$ 30.00
	Vodden St. from Heart Lake Rd. to Kennedy		•	\$ 30.00
	Vodden from Kennedy Rd. to Main St.	.84		\$ 50.00
	Rutherford Rd. n. Vodden to Tye Rd.	.24	· · · ·	\$ 30.00
	Tye Rd. from Rutherford to Fallway Rd.	.17		\$30.00
	Williams Parkway from Heart Lake Rd. to			
	n.w. corner off Major Oaks Park	2.00	· · · ·	\$ 70.0
	ter and the second second second second			т/0.01
	Williams Parkway from Kennedy Rd. to		•	
	Williams Parkway from Kennedy Rd. to Highway #10	5.05-	•	\$

Location	Acres		Price per Location
Brampton continued			
Williams Parkway from #10 to C.P. Rail	3.32		\$ _ 70.00
Cowan Cr. from Williams Parkway to	2.22		+
Williams Parkway	.33		\$ 10,00
Centre St. from Williams Parkway to	• 2.2	• • •	4
Vodden	.12		\$ _ (0.00
Centre St. from Vodden to Woodward	.47		
Scott St Church to Woodward	.47		\$
	•		\$ 10.00
Scott St Church to Nelson	6.42	•	\$ 193.00
Church St. from Centre to Beech St.	.28		\$ _ 10.00
Beech St. from Church to Queen St.	.17		\$ (0.00
Nelson from Centre to Silson	.07		\$
Maple St. from Scott to end of Maple	.11		\$
. Mary St. from Guest to Wellington	.40		\$ 0.00
Centre St. from C.N. tracks to			·
Hazelmere	.17	•	\$
Clarence St Beatty to John Beck	.38		\$
Kennedy Rd. from Steeles to 10 sideroad	d .80	· · · ·	\$ 20.00
Main St. N Vodden to Williams Pkwy.	.35		\$ 10.00
Main St. S Queen St. to Steeles	2.13		\$ 50.00
Wellington St Main to George	.17	•	\$ 10.00
George St. north of Wellington St.	.05	•	\$ 10.00
Elliott St Fleming to Fraser	.34		\$ 10.00
Mill St. from Ambleside to Charolais	1.03		\$ 30.00
Charolais from Main St. to McMurchy	1.04		\$ 30.00
McMurchy from Steeles to Kingsview	2.16		\$ 50,00
Bartley Bull from Main to end of Park-			
land	. 28 ′		\$ / 0.00
Elgin Drive	.53		\$
Harold St. from Stanley to Fletchers Di	•		A
Rosedale from Pease Ave. to C.P. tracks	1		\$
McLaughlin Rd. from C.N. tracks to			\$
-	. @30	·	¢ (`0 = 0
Dennison Willogge of Moort Lake	8Q200		\$ <u>10.00</u>
Villages of Heart Lake	·		~
Sandalwood from Kennedy Rd. to	3 64		A
Conestoga	1.64		\$ 40.00
Plus Island	1.01		\$
Sandalwood from Conestoga to bridge	7 / 0		N M
on Sandalwood	1.48		\$ 40.00
Conestoga from Sandalwood to portable	.28		\$
Conestoga from Sandalwood to Kennedy	2.93		\$
Plus Island	.84		\$ 20.00
Kennedy Road	2.00		\$ 40.00
Sandalwood from Kennedy Rd. East	13.58	,	\$ 300-00
Kennedy Rd. from Sandalwood south	1.33		\$ 40.70
=		•	

TOTAL 912. 41 acres (226.50 = 24,179.318,24,178.87

FORM OF TENDER

FOR

80 - 0 CONTRACT NO. 172 PANMER ENTERPRISES FIRM NAME OR THIS TENDER SUBMITTED BY INDIVIDUAL 56 Cavendish Cres ADDRESS

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.

451-5114 TELEPHONE NUMBER

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 Commissioner of Parks and Recreation, and 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. L/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 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 lefault 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 that Vic Palmer Enterprises Ltd 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 as specified. 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 √(\$ · Letter of Crodit /100 is enclosed. Dated at <u>Bramalea</u> this <u>16+h</u> day of <u>April</u> 19 80. V.E. Palmer SIGNATURE 'S SEAL OF TENDERER IGNATURE OF WITNESS

-2-

CONTRACT NO. 80-09

BID SHEET

APPENDIX "A" ROADSIDES Approximately 303 acres of weed spraying of roadsides all in accordance with the aforementioned specifications which form part of this contract. 1 - 4 acres -00 Ŝ 50. per acr 5 - 9 acres Ŝ 50.00 per acr 10 - 14 acres Ş 50.00 per acr 15 - 19 acres \$ 50.00 per acr 20 or more acres 50.00 per acr 303 APPENDIX "B" . x 50. 15,15 2 PARKLANDS AND BOULEVARDS Weed spraying of parkland and boulevards per areas listed in the attached Appendix "B". NAAAR TOTAL LUMP SUM PRICE Words and Figures Allar 3.87 one - 10ur sand hundred sevent Twen eighty d - d/8/1 ar a Λ ~ eente. Note:-Bidders must bid on a complete section or on all of the work. Partial bids on a section will notconsidered. CORRECTED VIC PARMER ENT. 4 NAME OF FIRM OR PERSON OUOTING ĺΔ. SIGNED BY ADDRESS 56 < 1 TELEPHONE NO.

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PASSED _____ May 26th, _____ 19_80



BY-LAW

143-80

No.

To authorize the execution of an Agreement with VIC PALMER ENTERPRISES LIMITED = Contract No. 80-09 (weed spraying of parklands and boulevards)

Corporation of the City of Brampton