

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 83-75

A By-law to authorize the  
execution of Contract #75-100  
with Armbro Materials and  
Construction Limited. (Orenda Road)

WHEREAS it is deemed expedient to enter into and execute  
Contract No. 75-100 with Armbro Materials and Construction  
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. 75-119 with Armbro Materials and  
Construction 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. 75-100, attached hereto as Schedule "A", with  
Armbro Materials and Construction Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council  
this 12th day of May, 1975.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

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

This is to Certify that ARMBRO MATERIALS & CONSTRUCTION LTD.  
(Contractor)

Whose Address is P.O. BOX 1000, BRAMPTON, ONTARIO

has comprehensive liability insurance in this Company under Policy  
No. 3L 4595 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 \$500,000.00 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. RE: CONTRACT 75-100 - RECONSTRUCTION OF ORENDA ROAD.

This Policy expires on March 1, 1977  
and will not be altered, cancelled or allowed to lapse without thirty (30) days prior notice to the Corporation.

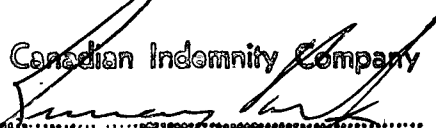
With respect to Contract No. 75-100 for the Construction of AS ABOVE. We certify that the Corporation will be coinsured with the Contractor.

DATE April 28, 1975

COUNTERSIGNED:

  
\_\_\_\_\_

The Canadian Indemnity Company



AUTHORIZED REPRESENTATIVE  
ASSISTANT CASUALTY MANAGER

PERFORMANCE AND MAINTENANCE BOND

Bond No. YY-1934082

Contract 75 - 100

Account \_\_\_\_\_

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

ARMBRO MATERIALS & CONSTRUCTION LIMITED

hereinafter called "The Principal", and

TRAVELERS INDEMNITY COMPANY OF CANADA

(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 \$271,445.50 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

28th of April, 1975.

Whereas by an Agreement in writing dated the 28th day of April 19 75, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair, or maintenance of reconstruction of  
Orenda Road.

(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 Obligee.

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


ARMBRO MATERIALS & CONSTRUCTION LTD

\_\_\_\_\_  
Witness signs here

 (Seal)  
Principal signs here and  
seal where applicable

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

\_\_\_\_\_  
Witness signs here

 (Seal)  
P. C. Searle, Attorney-in-Fact  
Surety Company Officer  
signs here with seal

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF AGREEMENT

CONTRACT # 75-100

This agreement made in quadruplicate this 28th  
day of April 1975.

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

-AND- ARMBRO MATERIALS & CONSTRUCTION LTD.  
(Hereinafter called the "Contractor" of  
the second part)

WITNESSETH

That the Corporation and the Contractor in consider-  
ation 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 Orenda Road

(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 and the Tender.

ARTICLE 2

In the event that the tender provides for and  
contains a contingency allowance, it is understood and  
agreed that such contingency allowance is merely for the  
convenience of accounting by the Corporation and the

Contractor is not entitled to payment thereof except for extra work or additional work carried out by him in accordance with the Contract and only to the extent of such extra or additional work.

ARTICLE 3  
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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 (1 to 7) inclusive are all the Contract documents and constitute the full agreement between the parties.

ARTICLE 4  
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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  
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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:

THE CONTRACTOR:

THE ENGINEER:  
J. F. Curran, P.Eng.  
City Engineer  
City of Brampton  
24 Queen Street East  
Brampton, Ontario

ARTICLE 6  
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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  
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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  
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Time shall be deemed the essence of this contract.

ARTICLE 9  
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The Contractor declares that in tendering for the works and in entering into this contract he has either investigated for himself the character of the work and all local conditions above and below ground surface where applicable that might effect his tender or his acceptance of the work, or that not having so investigated is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever, by the Corporation or its' employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Corporation.

ARTICLE 10  
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This Contract shall apply to and be binding on the Parties hereto and their heirs, executors, administrators, successors and assigns and each of them.





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 City of Brampton Standard Specifications.

ITEM NO.	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	200, City S.P.7022	Earth Excavation including ditches	15,000	C.Y.	\$ 1.75	\$ 26,250.0
2.	City	Special sub-grade excavation	150	C.Y.	\$ 4.75	\$ 712.5
3.	City	Adjust existing manholes and valve chambers	32	EACH	\$ 71.00	\$ 2,272.0
4.	314, 218 City S.P.7022	Supply, place and compact granular base course				
a.		Granular "B"	22,000	TONS	\$ 2.65	\$ 58,300.0
b.		Granular "A"	11,500	TONS	\$ 2.83	\$ 32,545.0
5.	City	Supply and apply water for compaction (1M.G.=1,000 gal)	325	M.G.	\$ 7.00	\$ 2,275.0
6.	City	Supply and apply Calcium Chloride	25	TONS	\$ 130.00	\$ 3,250.0
7.	City S.P.7022	Supply, mix and place hot-mix asphalt				
a.		H.L.6	3,160	TONS	\$ 8.50	\$ 26,860.0
b.		H.L.3	1,805	TONS	\$ 8.60	\$ 15,523.0
8.	City	Supply and place nursery sod including 3" topsoil	12,200	S.Y.	\$ 1.33	\$ 16,226.0

ITEM NO.	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
9.	City	Supply and apply water for sod	50	M.G.	\$ <u>14.20</u>	\$ <u>710.00</u>
10.	Special	Reinstate driveways from curb or edge of pavement				
a.		6" Granular "A" +2" H.L.3	1,000	S.Y.	\$ <u>4.60</u>	\$ <u>4,600.00</u>
b.		6"-3/4" crushed limestone	1,200	S.Y.	\$ <u>2.50</u>	\$ <u>3,000.00</u>
11.	9	Construct concrete headwalls				
a.		on culverts	66	EACH	\$ <u>150.00</u>	\$ <u>9,900.00</u>
b.		on concrete channel	1	EACH	\$ <u>620.00</u>	\$ <u>620.00</u>
12.		Saw cut existing asphalt	200	L.F.	\$ <u>0.47</u>	\$ <u>94.00</u>
13.	Special	Remove existing driveway culverts as shown on drawings	1,380	L.F.	\$ <u>2.10</u>	\$ <u>2,898.00</u>
14.	421-A City S.P.7022	Supply and install driveway culverts as shown on drawings				
a.		15"dia.C.M.P.,16ga.	320	L.F.	\$ <u>8.50</u>	\$ <u>2,720.00</u>
b.		18"dia.C.M.P.,16ga.	885	L.F.	\$ <u>9.80</u>	\$ <u>8,673.00</u>
c.		24"dia.C.M.P.,16ga.	200	L.F.	\$ <u>12.75</u>	\$ <u>2,550.00</u>
15.	Special	Remove culverts crossing road	327	L.F.	\$ <u>3.00</u>	\$ <u>981.00</u>
16.	421-A	Supply and install culverts crossing road				
a.		18"dia.C.M.P.,14ga.	295	L.F.	\$ <u>11.00</u>	\$ <u>3,245.00</u>
b.		24"dia.C.M.P.,14ga.	110	L.F.	\$ <u>14.50</u>	\$ <u>1,595.00</u>
17.	Special	Gradall Rental 1-1/4 cu.yd.	30	HRS.	\$ <u>43.50</u>	\$ <u>1,305.00</u>

ITEM NO.	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
18.	Special	Truck Rental				
a.		Tandem Truck G.V.W. 46,00 lb.min.	20	HRS.	\$ 17.20	\$ 344.00
b.		Single Axle Truck G.V.W. 30,000 lb.min..	20	HRS.	\$ 14.50	\$ 290.00
19.		Supply asphalt cement (see Inst. for Tenderers)				PROVISIONAL SUM \$22,300.
20.		Construct curb and gutter as per Std. D-32	1,280	L.F.	\$ 4.70	\$ 6,016.00
21.	Special	Remove existing catch basins as shown on drawings	1	EACH	\$ 90.00	\$ 90.00
22.a.		Construct catch basins including excavation, frames, grates, & granular backfill; 24" square per Std.D-21&D-25-C	2	EACH	\$ 356.00	\$ 712.00
22.b.		Construct ditch inlet catchbasins including excavation, frames, grates & gran- ular backfill as per Std.D-52&D-53	1	EACH	\$ 595.00	\$ 595.00
23.		Catchbasin leads 10" dia.	70	L.F.	\$ 14.20	\$ 994.00
SUB-TOTAL						\$ 258,445.50
24.		Contingency Item				\$ 13,000.00
TOTAL PRICE FOR CONTRACT #75-100						\$ 271,445.50

CHECKED  
O.M.  
P.M.