

#### THE CORPORATION OF THE CITY OF BRAMPTON

# **BY-LAW**

Number	115-79
To authorize	the execution of an
agreement wit	th Fermar Paving Limited
Contract No.	79-104 (Street Upgrading
- Argyle Cres	scent, Ascot Avenue and
Ascot Court).	

WHEREAS it is deemed expedient to enter into and execute Contract No. 79-104 with Fermar 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. 79-104 with Fermar 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. 79-104 with Fermar Paving Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 22nd day of May, 1979.

James E. ARCHDEKIN, Mayor

Ralph A. EVERETT, City Clerk



# **BY-LAW**

No.\_\_\_115-79

To authorize the execution of an agreement with Fermar Paving Limited Contract No. 79-104 (Street Upgrading - Argyle Crescent, Ascot Avenue and Ascot Court).

THE CORPORATION OF THE CITY OF BRAMPTON

APPENDIX 3

AGREEMENTS

# THE CORPORATION OF THE CITY OF BRAMPTON APPENDIX 3 AGREEMENTS

#### INDEX

- 1. Form of Agreement
- 2. Performance and Maintenance Bond
- 3. Certificate of Liability Insurance
- Statutory Declaration of Payments, Liens and Liabilities
- 5. Ready Mixed Concrete and Asphalt Statement of Quantities for Refund of Retail Sales Tax

1. FORM OF AGREEMENT

# THE CORPORATION OF THE CITY OF BRAMPTON FORM OF AGREEMENT

CONTRACT	NO.	79-104
	_	

This agre	ement made in	quadruplicate this	11th day of
- <del></del>	May,	1979.	
BETWEEN:		cion of the City of Bramp called the "Corporation rst part)	
-AND-	FERMAR PA	AVING LIMITED	
	(Hereinafter of the seco	called the "Contractor" and part)	

#### WITNESSETH

That the Corporation and the Contractor in consideration of the fulfillment of their respective promies and obligations herein set forth covenant and agree with each other as follows:-

#### ARTICLE 1:

a) A general description of the work is:-

Street Upgrading of Argyle Crescent, Ascot Avenue & Ascot Court

Bramalea, 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 te 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: 

CONTRACTOR: Fermar Paving

ENGINEER: J. F. Curran, P.Eng.

Limited 1921 Albion Road Commissioner of Public Works

Rexdale, Ontario

24 Queen Street East Brampton, Ontario

M9W 5K7.

5. 3 ...

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 . I 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.

#### \*\* No. 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 funished 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, adminstrators, successors and assigns and each of them.

### Page Three

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

Fermar Paving Limited

D. A. McLEISH, Vice President

ADDRESS

OCCUPATION

THE CORPORATION OF THE CITY OF BRAMPTON

MAYOR

CLERK

CLERK

WITNESS AS TO SIGNATURE OF CONTRACTOR

Fermar Paving Limited

D. A. McLEISH, Vice President

WITNESS AS TO SIGNATURE OF CONTRACTOR

FERMAR PAVING Limited

WITNESS AS TO SIGNATURE OF CONTRACTOR

FERMAR PAVING Limited

WITNESS AS TO SIGNATURE OF CONTRACTOR

THE CORPORATION OF THE CITY OF BRAMPTON

MAYOR

CLERK

RA QUEEN ST EAST ERAMPTON, ONTARIO



PHONE—Brampton 453-4110 Offices: 3 Wellington St. East

The Corporation Of The

# City Of Brampton

OFFICE OF THE ENGINEER

Monday, April 23, 1979

ADDENDUM NO. 1

CONTRACT NO. 79-104

STREET UPGRADING OF ARGYLE CRES., ASCOT AVE. AND ASCOT COURT

Tenderers shall note the attached revision to the contract drawings, Form of Tender and the Special Provisions to Items A22 and A23.

1. Revisions to Drawings

Drawing No. J4-23 Sheet No. 1

The 2.7 m repair will now be 3.0 m

Drawing No. J4-23 Sheet No. 3

The 1.5 m repair will now be replaced by one (1) pipe.

- 2. Due to the changes to the above drawings, the quantities for Items A22 and A23 shall be eight (8) each and five (5) each respectively. Please make the changes to Page FT7 of the Form of Tender.
- 3. Special Provision No. 28 and No. 29 on Page SP9, the bedding shall be a type 'B' as per Standard Plan No. A-5508.

This addendum shall be signed and sealed by the Tenderer or his authorized representative, attached to the Tender, and submitted therewith.

fignature of Tenderer and Seal

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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. 79-104
This Tender Submitted By: FERMA	re PAVING LTD
ADDRESS: 1921 ALBIEN DL	REJUANE OUT
TELEPHONE NUMBER: 675 - 3550	

### TO THE MAYOR AND COUNCIL OF THE CORPORATION OF THE CITY OF BRAMPTON:

//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.

//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.

A/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.

Whe 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 propose

A/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 \*/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, \*/we agree that the Corporation of the City of Brampton shall be at liberty to retain the money deposited by pe/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 \*//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 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 pe/our part.

A company which is willing to be for the due performance and fulf tender.	come bound with me/us in the amount des illment of the contract for which this	ignated is the
shall be sixty (60) working da The Contractor agrees to pay the	letion as referred to in the General Co ys from the date of written order to co Corporation \$100.00 as liquidated dama any portion of the work remains incompl specified above.	mmence wor ges, per
A certified cheque in the amount	of \$ 10,000,000	
	is enclosedE	ated at
TORONTO	this 157 day of MAY	1979
00 M/-		Marie .

# THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

# LIST OF SUB-CONTRACTORS

The Tender 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 the tenders.

AL-NAL SAURES	SUB-CONTRACTORS	ADDRESS	TRADE AND NATURE OF HORKS
	AL - DAL		SENERS
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# THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

### CONTRACTOR'S EXPERIENCE RECORD

The Contractor is required to supply the following information concerning the work he has done over the last two (2) years that is similar to the type of work to be cone under this contract.

•				
COMPLETION DATE OF CONTRACT	NAME OF OWNER	NAME OF ENGINEER	Type of Nork	APPROXIMATE VALUE OF CONTRACT
1978	City & 1	L.C. TENSTE	RECONSTENCIA	570,000
1978	MILTON	Acreson	RECONSTRUCTO	260,000
1978	CITY 0! 14/55	MARCASI	New Pool	100,000
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CONTRACT 79-104
STREET UPGRADING ARGYLE CRESCENT, ASCOT AVENUE &
ASCOT COURT

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.

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ITEM NO.	SPEC NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
PART "/	A" – ARGYLE	CRESCENT				
A1.	Special City 406,314	Supply and install concrete storm sewer pipe (with rubber gasket joints) Class "B" bedding and granular backfill to top of trench		•		
(a)		450 mm dia. E.S.	203	m	\$ 63.°	\$ 12,789.
(b)		375 mm dia. E.S.	148	<b>m</b>	\$ 60.90	\$ 9,013.20
(c)		300 mm dia. E.S.	77	. <b>m</b>	\$ 55.6	5 \$ 4 285.ES
(d)		250 mm dia. E.S.	20	m	\$ 574.6	
A2.	Special City	Construct manholes in- cluding frames, covers, excavation, and Granular "C" backfill as per Std. #302	18	<b>v</b> ert.m	\$ <u>420.°</u>	=\$7560,00
A3.	Special City	Construct catchbasins including excavation, frames, grates and granular backfill				
(a)		24" square as per Std. 320 and 325	16	each	5519,7	5 6316 CO
(b) A4.	Special City	Dome type as per Std. #324 Catchbasin leads including appropriate fitting, Class "B" bedding and granular backfill	2	each	\$ 3/5	\$ 1630.00
(a)		250 mm dia. S.S.	9	m	\$54.6	cs 491.40 s43c5.0
(b)		200 mm dia. S.S.	82	m	\$ 52,50	"s 4.305.00

				•	
ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT AMOUNT PRICE
45.	Special	Remove existing ditch inlet catchbasins and bulkhead existing catchbasin leads where indicated on drawings (frames and grates to City yard)	4	each	\$ 157. <sup>5</sup> °\$ 630.°
16.	Special	Remove plug on existing 450 mm storm sewer	2	each	\$ 5250\$ 105°
47.	Special City	Earth excavation including removal of culverts, pipe drains, asphalt and concrete within right-of-way	1,170	m	\$3.40 \$3978,°
<b>\8</b> .	City	Special subgrade excavation	50	m <sup>2</sup>	\$ 4,00 \$ 200.00
19.	Special City 314	Supply, place and compact granular base course	•		
a)		Granular "B"	1,850	$m^2$	\$ 3.52 \$ 6,512.
(b)		Granular "A"	1,150	<sub>m</sub> 2	\$ 2.65\$3,047.
(c)		50 mm crusher run limestone	90	tonne	\$ 6.60 \$ 594.0
110.	City	Supply and apply water for compaction of granular road base	52	<sub>m</sub> 3	\$ 2.20 \$ 114.40
<b>4] ]</b>	City	Supply and apply calcium chloride	3	tonne	\$ 175.00\$ 575.00
A12	City 310	Supply, mix and place hot- mix, hot-laid asphalt inclu- ding cost of asphalt cement			
(a)		HL.6	200	tonne	\$ 23.69 \$ 4,738.°
(b)		HL.3	545	tonne	\$ 21.57 \$ 11.755.
113	Special City	Construct concrete curb and gutter as per Std. 220 (re-inforcing bars required only at driveways and catchbasins	_	m	\$ 17.40 \$ 20,358
114.	Special City,571	Supply and place nursery sod including 75 mm top soil	3,550	. m <sup>2</sup>	\$ 1.68 \$ 5.964.

ITEM NO.	SPEC NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
A15.	City	Supply and apply water for sod	90	<sub>m</sub> 3	\$ 7.18	\$ <i>25</i> 0. <sup>20</sup>
A16.	Special	Burn in existing asphalt	20	m	\$ 4,50	\$ 90.00
A17.	City	Adjust existing manholes to finished grade	10	each	\$ 60.00	\$ 600-
A18.	Special City	Adjust existing gas and water valve to finished grade	<b>5</b>	each	\$ 65.00	\$ 375°
A19.	Special	Adjust existing hydrants to final boulevard elevations	4	each	\$ 7625	°\$ <i>1,05</i> 0.°
A20.	Special	Reinstate driveway from curb		•		
(a)	-	150 mm Granular "A" + 50 mm HL.3	420	<sub>m</sub> 2	\$ 6,50	\$ 7,730.
(b)		150 mm concrete + 150 mm Granular "A"	26	m <sup>2</sup> .	\$ 14.7°	\$ 382.
A21.	Special	Lower existing water main 150 mm Dia.	30	m	\$ 105.0	\$ 3 150.°
A22.	Special	Replace existing concrete sanitary sewers with new sanitary sewers, Class				
	-	"B" bedding and granular backfill to top of trench	8	each	\$735.°°	\$5880.
A23.	Special	Repair existing settled sanitary sewers	i.5	each	\$ <u>630,°</u>	°\$3,150.
A24.	Special	Supply and place 15 MPa concrete exclusive of form work	4	<sub>m</sub> 3	\$ 65.00	\$ 260,
A25.		Contingency Item (See Information for Tenderer	rs)	-	•	\$14,000.00
	Total amo	ount for Section "A" - Argyle.Cr	rescent	٠.	,	\$ 138 870

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ARGYLE CRESCENT, ASCOT
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# PART "B" - ASCOT AVE. AND ASCOT COURT

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ITEM NO.	SPEC NO.	DESCRIPTION	EST QTY.	UNIT	UNIT PRICE	AMOUNT
B1.	Special City 406,314	Supply and install concrete storm sewer pipe (with rubber gasket joints) Class "B" bedding and granular backfill to top of trench				
(a)	3- * ·	750 mm dia. CL II	74	m -iSi-	\$ 105	° \$ 7,770.
(b)		675 mm dia. CL II	. 21		\$ 94.5	0\$ 1,904.
(c)	'. -	525 mm dia. CL II	160	<b>m</b>	\$ 76,2	<sup>3</sup> \$ 12,196
B2.	Special City	Construct manholes includ- ing frames, covers, exca- vation and Granular "B" backfill as per Std. 302	10	vert.m.	\$ <u>470.</u>	∞\$ 4 200.
B3.	Special	Construct catchbasins including excavation, frames, grates and granular backfill	-			
(a)		24" square as per Std. 320 and 325	10	each	\$ <i>519.</i>	75 \$ 5197.
(b)		2' x 2' ditch inlet as per Std. 322	4	each	\$556	50\$ 7,226
(c) B4.	Special City	Dome type as per Std. #324 Catchbasin leads including appropriate fitting, Class "E bedding and granular backfill		each	\$ <u>315.</u>	\$ 945,
(a)		250 mm dia. S.S.	15	m	\$ 57.	<sup>66</sup> \$ 819.9
(b)		200 mm dia. S.S.	80	m	\$57	50 \$ 4,200.
B5.	Special	Remove existing ditch inlet catchbasins and bulkhead existing catchbasin leads where indicated on drawings		,	••	
		(frames and grates to City Yard)	2	each	\$ <i>157.</i>	50 \$ 315.
B6.	Special	Remove plug on existing 750 mm storm sewer	1	each	\$ <u>315.</u>	\$ 315-
B7.	Special	Install storm plug in 525 mm sewer pipe	2	each	\$210	s 4/C.

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STREET UPGRADING
ARGYLE CRESCENT, ASCOT AVENUE
& ASCOT COURT

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
B8.	Special	Earth excavation including	•			
	City	removal of culverts, pipe	:			and the second s
	*	drains, asphalt and concrete within right-of-way	680	m ·	\$340	· 13/2
	t said			7	1100	
B9.	City 🛬	Special subgrade excavation	50	m <sup>2</sup>	\$ 4.	\$ 7 <i>6</i> 0.
B10.	Special City	Supply, place and compact granular base course				
(a)	ر احر آ	Granular "B"	,100	m <sup>2</sup>	\$ 3.52	2 \$ 3,872
(b)		Granular "A"	650	<sub>m</sub> 2	\$ 7.65	\$ 1,722.
(c)	· ·	50 mm crusher run limestone	90	tonne	\$ 6.60	
B11	City	Supply and apply water for		٠.	- •	
	( ) ( )	compaction of granular		^		102
	•	road base	31	m <sup>3</sup>	\$ <u>7-70</u>	\$ 60,
B12.	City	Supply and apply calcium chloride	2	tonne	\$/75.00	\$ 350.0
B13.	City 310	Supply, mix and place hot- mix, hot-laid asphalt including cost of asphalt cement			· ',	
(a)		HL.6	90	tonne	\$ 23.6	7 \$ 7 137
(b)		HL.3	310	tonne	\$ 21.5	
B14.	Special City	Construct concrete curb and gutter as per Std. 220 (re-inforcing bars required only at driveways and catchbasins)	-	m	\$ 17.40	° \$ 10,781
B15.	Special City,571	Supply and place nursery sod including 75 mm topsoil	2,100	<sub>m</sub> 2	\$ 1.68	\$3,52E
B16.	City	Supply and apply water for sod	54	E <sub>m</sub>	\$ 2.78	\$ <i>15</i> 0,
B17.	Special	Burn in existing asphalt	25	m	\$ 4.50	\$ 1/2. <sup>-2</sup>
B18.	City	Adjust existing manholes to finished grade	5	each	\$ 60.00	\$ 300."
B19.	Special City	Adjust existing gas and water valve to finished grade	5	each	\$ 65.00	\$ 325.

# SCHEDULE OF QUANTITIES AND UNIT PRICES

FT-10

CONTRACT 79-104
STREET UPGRADING
ARGYLE CRESCENT, ASCOT AVENUE
& ASCOT COURT

ITEM NO.	SPEC NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
B20.	Special	Adjust existing hydrants to finished boulevard elevations	2	each	\$ <i>762.5</i>	\$ 575°
321.	Special	Reinstate driveways from curb	·	,	्र स्टॉडकॉ स्टॉ	
•••	-, .	150 mm Granular "A" + 50 mm HL.3	250	m <sup>2</sup>	\$ 6,50	\$ 1,675.
22.	Special	Supply and place 15 MPa concrete exclusive of formwork	4	<sub>m</sub> 3	\$ 6500	\$ 760.
23.	-	Contingency Item (See Information for Tenderers)		`	· · · · ·	\$10,000.00
		Total amount for Part "B" - Ascot Court and Ascot Avenue				86,139.9 \$ <u>\$6,129.</u>

# **SUMMARY:**

TOTAL PART "A" - ARGYLE CRESCENT

TOTAL PART "B" - ASCOT AVE. AND ASCOT COURT

TOTAL CONTRACT NO. 79-104

\$ 138870 60 86,139 14886,129,92 \$ 225-000.52

\$225,010.53

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