



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 122#80

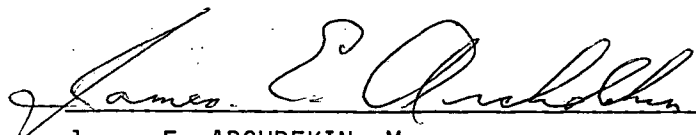
To authorize the execution of an agreement with FERMAR PAVING LIMITED - Contract No. 80-105 (street upgrading of McCaul Street)


WHEREAS it is deemed expedient to enter into and execute Contract No. 80-105 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. 80-105 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. 80-105 with FERMAR PAVING LIMITED, attached hereto as Schedule A.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of May, 1980.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

CERTIFICATE OF LIABILITY INSURANCE

ROYAL INSURANCE COMPANY OF CANADA  
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 150 CENTRAL PARK DRIVE, BRAMPTON, ONTARIO L6T 2T9.

THIS IS TO CERTIFY THAT Fermar Paving Limited  
(CONTRACTOR)

Whose Address is 1921 Albion Road, Rexdale, Ontario M9W 5S8.

has comprehensive liability insurance in this Company under Policy  
No. 5 83 37 77 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 January 22, 1981

AND WILL NOT BE ALTERED, CANCELLED OR ALLOWED TO LAPSE WITHOUT THIRTY (30) DAYS PRIOR NOTICE TO THE CORPORATION.

With respect to Contract No. 80-105 for the ~~construction of~~  
Street Upgrading of McCaul Street, Brampton, Ontario

We certify that the Corporation will be ~~insured with the Contract~~  
~~for~~ insured with the Contract an additional Named Insured with  
respect only to the operations and completed operations of the Named Insured.

DATE: April 4, 1980

COUNTERSIGNED: *L. B. Green*

NAME OF AGENCY OR COMPANY ROYAL INSURANCE COMPANY OF CANADA

**ENDORSEMENT**



This endorsement is attached to and hereby made a part of the undernoted policy, effective as of the date stated hereunder, and effective in consideration of the premium named below.

NAME OF COMPANY (INSURER)			POLICY NO.		UNIT
ROYAL INSURANCE COMPANY OF CANADA			5 83 37 77		
AGENT	AGENCY NO.	SUB AG. NO.	EFFECTIVE (DAY) DATE	(MONTH)	(YEAR)
ROY MEADOWS INSURANCE AGENCY LTD.	9056		01	04	80
NAME OF INSURED			ADDITIONAL PREMIUM	RETURN PREMIUM	
FERMAR PAVING LTD.			\$	\$	

At the request of the Insured and in consideration of the premium charged and with respect only to Contract No. 80-105, Street upgrading of McCaul Street, Brampton, Ontario.

- (a) The City of Brampton is hereby added to this policy as an additional named Insured with respect only to the operations and completed operations of the Named Insured under Contract No. 80-105.
- (b) Exclusion (m) of the Comprehensive General Liability Rider GL-1 is hereby deleted with respect to the operations of the Insured under Contract No. 80-105.

Except as otherwise provided in this endorsement all terms, provisions and conditions of the policy shall have full force and effect.

**Not valid unless signed by an Authorized Representative of the Insurer.**

Dated 28/4/80 Signed by  Authorized Representative

APR 23 1980

Bond No. 83-0120-6094-80

Contract 80-105

Account \$228,277.50

KNOW ALL MEN BY THESE PRESENTS, that we Fermar Paving Limited  
(The Contractor)

hereinafter called "The Principal", and

FIDELITY INSURANCE 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 \$228,277.50 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 bind 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

18TH of April, 19 80

Whereas by an Agreement in writing dated the 14th day of April, 19 80, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the ~~construction, alteration, repair and maintenance of~~

Street Upgrading of McCaul Street, Brampton, Ontario to include the  
(Description of Works)

construction of curb and gutter, road resurfacing and boulevard  
reinstatement on Binsell Avenue.

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.

*[Handwritten signature and stamp]*

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 any 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 Oblige. 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

*[Handwritten Signature]*  
Witness signs here

*[Handwritten Signature]* (Seal)  
Principal signs here and seal where applicable

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

*[Handwritten Signature]*  
Witness signs here

FIDELITY INSURANCE COMPANY OF CANADA  
*[Handwritten Signature]* (Seal)  
Surety Company Officer signs here with seal  
REIJO SARMELA (Attorney-in-fact)

This Agreement made in Quadruplicate this 14th day of April, 1980

BETWEEN:

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

- AND -

FERMAR 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 :

Street Upgrading of McCaul Street, Brampton, Ontario  
to include the construction of curb and gutter, road  
resurfacing and boulevard reinstatement on Binsell  
Avenue.

(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 Public Works, 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

(Two Hundred & Twenty Eight Thousand, Two Hundred & Seventy Seven  
Dollars & Fifty Cents). DOLLARS (\$ 228,277.50 )

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 Public Works, 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 Public Works at the following addresses :-

THE CONTRACTOR:  
 Fermar Paving Limited  
 1921 Albion Road,  
 REXDALE, Ontario  
 M9W 5S8.

THE COMMISSIONER,  
 J. F. Curran, P. Eng.,  
 Commissioner of Public Works,  
 City of Brampton  
 24 Queen St. E.,  
 Brampton, Ontario  
 L6V 1A4.



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.

*[Handwritten signature]*

WITNESS AS TO SIGNATURE OF CONTRACTOR )

ADDRESS FERMAR PAVING LIMITED  
1021 ALBION ROAD  
REXDALE, ONTARIO M9W 5S9

OCCUPATION D. A. McLEISH, Vice President

FERMAR PAVING LIMITED

*[Handwritten signature]*

APPROVED  
AS TO FORM  
LAW DEPT.  
BRAMPTON  
*[Signature]*  
DATE 5/1/76

CORPORATION OF THE CITY OF  
BRAMPTON

*[Handwritten signature]*  
MAYOR

*[Handwritten signature]*  
CLERK

FORM OF TENDER

FOR

CONTRACT NO. \_\_\_\_\_

THIS TENDER SUBMITTED BY

FERMAR PAVING LIMITEDFIRM NAME OR  
INDIVIDUAL  
ADDRESS1921 ALBION RD., REXDALE, ONT. M9W 5S8675-3550

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 Commissioner of Public Works 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.

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 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 THE FIDELITY INSURANCE COMPANY OF CANADA

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 forty (40) 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 incompleted, after the time of completion as specified above.

A certified cheque in the amount of \$ TEN THOUSAND  
10,000.00 /100 is enclosed.

Dated at TORONTO this 26<sup>th</sup> day of MARCH, 1980.

Cusko Poolman  
SIGNATURE OF WITNESS

D. A. McLEISH  
D. A. McLEISH, Vice President  
SIGNATURE & SEAL OF TENDERER





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.	City Special	Supply and install concrete sewer pipe (with rubber gasket joints). Class "B" bedding and granular backfill to top of trench				
(a)		450 mm C76-III	131	m	\$ <u>90.20</u>	\$ <u>11,816.20</u>
(b)		525 mm C76-II	261	m	\$ <u>105.00</u>	\$ <u>27,405.00</u>
(c)		600 mm C76-II	74	m	\$ <u>103.00</u>	\$ <u>7,622.00</u>
(d)		Remove brick plus on 525 mm storm at Sophia and McCaul		L U M P	S U M	\$ <u>200.00</u>
(e)		Remove plug on 600 mm storm at Church and Binsell		L U M P	S U M	\$ <u>250.00</u>
(f)		375 mm 14 Ga CSP, including connection to catchbasins at McCaul and Beech Sts.	6	m	\$ <u>35.00</u>	\$ <u>210.00</u>
(g)	Provi-sional Item	Additional for Reinstatement of sewer trench on Binsell Ave.	134	m	\$ <u>20.00</u>	\$ <u>2,680.00</u>
2.	City Special	Construct manholes including excavation, granular backfill, frames and covers				
(a)		As per Std. Dwg. No. 302	4.8	Vert. m	\$ <u>390.00</u>	\$ <u>1,872.00</u>
(b)		As per Std. Dwg. No. 304	2.0	Vert. m	\$ <u>590.00</u>	\$ <u>1,180.00</u>
(c)		As per Std. Dwg. No. 305	8.1	Vert. m	\$ <u>418.00</u>	\$ <u>3,385.80</u>

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
3.	City Special	Construct catchbasins including excavation, frames, grate and granular backfill				
(a)		Double as per Std. Dwg. 321 and 326	6	Each	\$ <u>980.00</u>	\$ <u>5,880.00</u>
(b)		Dome type as per Std. Dwg. 324	2	Each	\$ <u>640.00</u>	\$ <u>1,280.00</u>
(c)		Singles as per Std. Dwg. 320 and 326	6	Each	\$ <u>445.00</u>	\$ <u>2,670.00</u>
4.		Relocate existing single catchbasins, frames and grates, including excavation and backfill from Sta. 7+22 McCaul at Kennedy to Sta. 6+47 McCaul St.	2	Each	\$ <u>640.00</u>	\$ <u>1,280.00</u>
(b)		Remove precast slant top section and grate from existing inlet catchbasin at S/E corner Sophia and McCaul; build up with modoloc brick and new frame and cover, Std. 326	1	Each	\$ <u>245.00</u>	\$ <u>245.00</u>
(c)		Remove precast slant top section and grate from existing inlet catchbasin at N/W corner Binsell and Church, plug lead, relocate catchbasin to Sta. 0+12 Binsell; build up with modoloc brick and new frame and cover, Std. 326	1	Each	\$ <u>735.00</u>	\$ <u>735.00</u>
5.	City Special	Catchbasin leads including appropriate fitting, Class "B" bedding and granular backfill				
(a)		200 mm C14-SS	56	m	\$ <u>47.00</u>	\$ <u>2,632.00</u>
(b)		250 mm C14-SS	34	m	\$ <u>52.00</u>	\$ <u>1,768.00</u>
(c)		300 mm C14-SS	24	m	\$ <u>58.00</u>	\$ <u>1,392.00</u>
6.	City Special 200	Earth excavation to subgrade including culvert removal, removal of pipe drains and grubbing as required	5130	m <sup>2</sup>	\$ <u>3.20</u>	\$ <u>16,416.00</u>



SCHEDULE OF QUANTITIES  
AND UNIT PRICES

FT7

CONTRACT NO. 80-105  
STREET UPGRADING - McCAUL ST.

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
7.	City	Special subgrade excavation	20	m <sup>3</sup>	\$ <u>4.00</u>	\$ <u>80.00</u>
8.	City Special	Supply, place and compact granular base course				
(a)(i)		Granular "B" to 300 mm depth	5130	m <sup>2</sup>	\$ <u>3.15</u>	\$ <u>16,159.50</u>
(a)(ii)	Provi- sional Item	50 mm crusher run limestone to 250 mm depth to replace item (a)(i) (show unit price only)	5130	m <sup>2</sup>	\$ <u>3.90</u>	\$ <u>—</u>
(b)		Granular "A" to 150 mm depth	4480	m <sup>2</sup>	\$ <u>2.10</u>	\$ <u>9408.00</u>
(c)		Sand cushion	50	tonne	\$ <u>4.00</u>	\$ <u>200.00</u>
(d)		50 mm crusher run limestone	50	tonne	\$ <u>6.00</u>	\$ <u>300.00</u>
9.	City	Supply and apply water for compaction of base course (1 kl = 1000 litres)	400	kl	\$ <u>.25</u>	\$ <u>100.00</u>
10.	City	Supply and apply calcium chloride for compaction of base course as directed by Engineer	2	tonne	\$ <u>240.00</u>	\$ <u>480.00</u>
11.	City	Supply, mix and place hot-mix, hot-laid asphalt (exclusive of cost of asphalt cement)				
(a)		H.L.6	650	tonne	\$ <u>12.90</u>	\$ <u>8,385.00</u>
(b)		H.L.3	520	tonne	\$ <u>13.40</u>	\$ <u>6,968.00</u>
(c)		Supply asphalt cement (See Information for Tenderers)				
P R O V I S I O N A L S U M						\$ <u>15,120.00</u>
12.	Special City 9, 409	Construct curb and gutter as per Std. 220 (reinforcing bars required only at drive-ways and catchbasins)	1010	m	\$ <u>17.00</u>	\$ <u>17,170.00</u>
13.	Special	Remove existing concrete sidewalk where indicated on drawings (1 lin. metre = 1.5 m <sup>2</sup> )	60	lin. m	\$ <u>4.00</u>	\$ <u>240.00</u>

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
14.	City Special	Construct concrete sidewalks as per Std. 225 (1 lin. metre = 1.5 m <sup>2</sup> )	70	lin. m	\$ <u>24.00</u>	\$ <u>1680.00</u>
15.	City 571 Special	Supply and place nursery sod including 3" topsoil	3000	m <sup>2</sup>	\$ <u>1.85</u>	\$ <u>5550.00</u>
16.	City	Supply and apply water for sod (1 kl = 1000 litres)	300	kl	\$ <u>.35</u>	\$ <u>105.00</u>
17.	Special	Reinstate driveways from curb				
(a)		150 mm Granular "A" + 50 mm H.L.3 (including asphalt cement)	1300	m <sup>2</sup>	\$ <u>8.50</u>	\$ <u>11050.00</u>
(b)		150 mm crushed limestone	20	m <sup>2</sup>	\$ <u>5.00</u>	\$ <u>100.00</u>
(c)		150 mm of 25 M Pa concrete	20	m <sup>2</sup>	\$ <u>25.00</u>	\$ <u>500.00</u>
18.	Special	Burn in existing asphalt	70	m	\$ <u>4.50</u>	\$ <u>315.00</u>
(a)						
(b)		Sawcut asphalt pavement	70	m	\$ <u>2.40</u>	\$ <u>168.00</u>
19.	City Special	Adjust existing gas and water valves to finished grade	8	Each	\$ <u>40.00</u>	\$ <u>320.00</u>
20.	City	Adjust existing manholes and valve chambers to finished grade	8	Each	\$ <u>80.00</u>	\$ <u>640.00</u>
21.	Special	Lower existing copper water services	200	m	\$ <u>20.00</u>	\$ <u>4000.00</u>
(a)						
(b)		Lower and replace lead or galvanized water services	30	m	\$ <u>45.00</u>	\$ <u>1350.00</u>
22.	Special	Relay existing sanitary connections which conflict with proposed sewer	50	m	\$ <u>74.00</u>	\$ <u>3700.00</u>
23.	Special Provisional Item	Replace existing cast iron watermain at catchbasin lead and sewer crossings	1	Each	\$ <u>590.00</u>	\$ <u>590.00</u>

SCHEDULE OF QUANTITIES  
AND UNIT PRICES

FT9

CONTRACT NO. 80-105  
STREET UPGRADING - McCAUL ST.

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
(b)		Replace existing 130 mm transite watermain at catchbasin lead and sewer crossings	1	Each	\$ <u>590.00</u>	\$ <u>590.00</u>
24.	Special Provisional Item	Lower existing 130 mm watermain which conflicts with proposed storm sewer at Beech St. using bends and ductile iron pipe	1	Each	\$ <u>890.00</u>	\$ <u>890.00</u>
25.	Special	Supply and place 15 M Pa concrete exclusive of formwork	5	m <sup>3</sup>	\$ <u>60.00</u>	\$ <u>300.00</u>
26.	Special Provisional Item	Excavate 1 m X 1 m X 1 m deep holes for trees including filling with topsoil at selected boulevard locations	20	Each	\$ <u>45.00</u>	\$ <u>900.00</u>
27.		Miscellaneous & Contingency				\$ <u>30,000.00</u>

TOTAL FOR CONTRACT NO. 80-105  
(McCaul Street Upgrading)

\$ 228,277.50



# The Corporation Of The City Of Brampton

## Public Works Department

1980 03 18

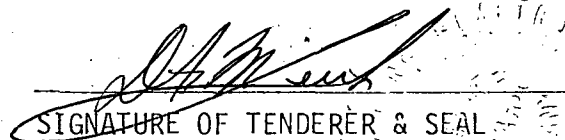
ADDENDUM NO. 1

CONTRACT NO. 80-105

STREET UPGRADING - McCAUL STREET

Tenderers should note that Clause 26 "Supply of Asphalt Cement" has been revised and that Pages IT6 and IT7 attached herein shall replace the respective pages in the Information for Tenderers Section of the contract documents.

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

  
SIGNATURE OF TENDERER & SEAL

MAR 26 1980

DATE

### 23. EXCESS LOADING OF MOTOR VEHICLES

Clause 104-11 of the General Conditions of the Contract is hereby cancelled and weighed materials shall be paid according to the weight shown on the tickets accepted by the City Ticket Taker. The foregoing does not relieve the Contractor of any liability under the Highway Traffic Act regarding the legal loading limit.

### 24. CONTINGENCY ITEM

The Lump Sum Price stated for the Contingency Item shall be included in the total for the Contract.

The Contingency Item is a Provisional Sum to allow for any extra work and materials as may be required during the execution of the work. Payments made under the Contingency Item shall be only for the amounts shown on the authorized Extra Work Orders and the Contractor shall have no claim on any portion of the Item amount unless Extra Work has actually been performed and authorized.

The cost of the Extra Work done shall be determined in accordance with Section 108-4 of the General Conditions for work done on a time and material basis or in accordance with Section 103-3 of the General Conditions where negotiated prices are used, whichever is applicable.

### 25. MEASUREMENT OF FINAL QUANTITIES

The Contractor shall insure that his representative is present during the measurement of final quantities by City forces. Any differences shall be reconciled before the final payment certificate is processed. The Contractor or his representative shall agree to all measured quantities on the site and indicate this agreement in writing before payment will be made. No claims for additional compensation because of incorrect measurements in the field shall be entertained by the City after receiving confirmation in writing of measured quantities from the Contractor.

If the Contractor does not have a representative present after notification either in writing or verbally by the City that final measurements are to be taken, then the quantities determined by the City forces will be assumed to be correct and no additional payment will be allowed.

### 26. SUPPLY OF ASPHALT CEMENT

Under the provisional sum provided in the Form of Tender for "Supply of Asphalt Cement" payment shall be made for the purchase of asphalt cement F.O.B. the refinery or the Asphalt Cement Supplier's Area Depot.

The cost for the supply of asphalt cement shall not be included in the unit price bid for asphaltic concrete items in the contract, but all other costs required to transport the asphalt cement from the refinery or the area depot to the asphalt plant, to manufacture, transport and place the mixture shall be included in these items.

The successful tenderer shall furnish the City with a mix design, designed by the Marshall Method and meeting current City of Brampton specifications indicating the percentage of asphalt cement to be used for each category, throughout the duration of the contract. This mix shall be approved by the Commissioner of Public Works at least two (2) weeks prior to the start of placing the asphalt mix.

Measurement of the quantity of liquid asphalt cement to be paid under the provisional sum will be calculated in tonnes by multiplying the percent by weight of asphalt cement, called for in the mix design by the number of tonnes of asphalt mix as shown on the accepted delivery tickets.

In the event that the results of extraction tests, carried out by the City, indicate that the percentage of asphalt cement is below the tolerance allowed in this Specification and the Commissioner elects to allow the asphaltic concrete mix to remain as part of the works, then the calculation of the weight of asphalt cement will be based upon the results of the extraction tests. In the event that the results of the extraction tests indicate that the percentage of asphalt cement is above the tolerances allowed in this Specification and the Commissioner elects to allow the asphalt concrete mix to remain as part of the works, then the calculation of the weight of asphalt cement will be based upon the furnished mix design.

#### 27. AWARD OF CONTRACT

The Tenderer shall note that the award of this Contract is subject to the approval of:

Ontario Municipal Board;  
Ministry of Transportation and Communications.

Tenders will not be awarded until these approvals have been granted.

#### 28. SUPPLY OF GRANULAR "A", GRANULAR "B" AND ASPHALT

Payment for these items shall be at the unit bid price per tonne. Tonnages submitted for payment shall be supported by weigh tickets accepted by the City Ticket Taker at the job site. A City Weighman at the material source weigh scales will not be required, provided the said material source is a licensed commercial source subject to Provincial Government inspection as to scale accuracy and weighing procedures. However, the City reserves the right to spot check any load on an independent scale and any discrepancy found between the weight as recorded on the weigh ticket and the actual weight as determined by the City forces shall be applied to all weigh tickets supplied that day prior to the spot check and shall continue to be applied until the appropriate adjustments are made at the source. In the event that subsequent investigation by government personnel responsible for scale inspection proves the scales are accurate without adjustment, all weigh tickets which had been adjusted shall be accepted at the original tonnages shown on the weigh tickets. If adjustments to the scales are required, at the source, notification that the appropriate adjustments had been made shall be given to the City by the government inspector responsible. The City also reserves the right to refuse to accept loads until the required inspection and adjustments have been made and the City notified.

No claim by the Contractor for extra payment due to loss in revenue shall be entertained by the City because of weigh tickets being adjusted when they were in fact correct. Only the actual amount of the adjustment shall be reinstated.

#### 29. HOLDBACK REDUCTION

In the event that all items in the Contract cannot be completed before the current construction season ends, the Engineer may, at his sole discretion, allow a reduction in the holdback amount, provided that, in the opinion of the Engineer, sufficient work has been completed to justify such a reduction. Whether or not a reduction in holdback will be allowed, the amount of the holdback reduction if any shall be as determined by the Engineer and his decision shall be final.



# The Corporation Of The City Of Brampton

## Public Works Department

1980 03 19

### ADDENDUM NO. 2

CONTRACT NO. 80-105

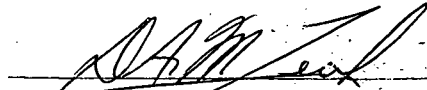
STREET UPGRADING - McCAUL STREET

Tenderers should note the following changes on Page FT5:

Item 1(d) shall be amended to read "Remove brick plug on 525 mm storm at Sophia and McCaul".

The quantity for Item 1(f) shall be amended from 14 LF to 6 m.

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

  
SIGNATURE OF TENDERER & SEAL

MAR 26 1980

DATE



# The Corporation Of The City Of Brampton

## Public Works Department

1980 03 20

ADDENDUM NO. 3

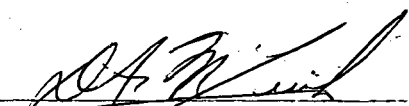
CONTRACT NO. 80-105

STREET UPGRADING - McCAUL STREET

Tenderers should note that Standard Drawing 220 "Concrete Curb and Gutter" has been revised and that the copy in the Contract Documents is to be replaced with the attached revised copy. Note number 5 on Standard Drawing 220 has been revised to read:

"5. Quantities of Concrete  $0.123 \text{ m}^3/\text{m}$   
 $8.1 \text{ m}/\text{m}^3$ "

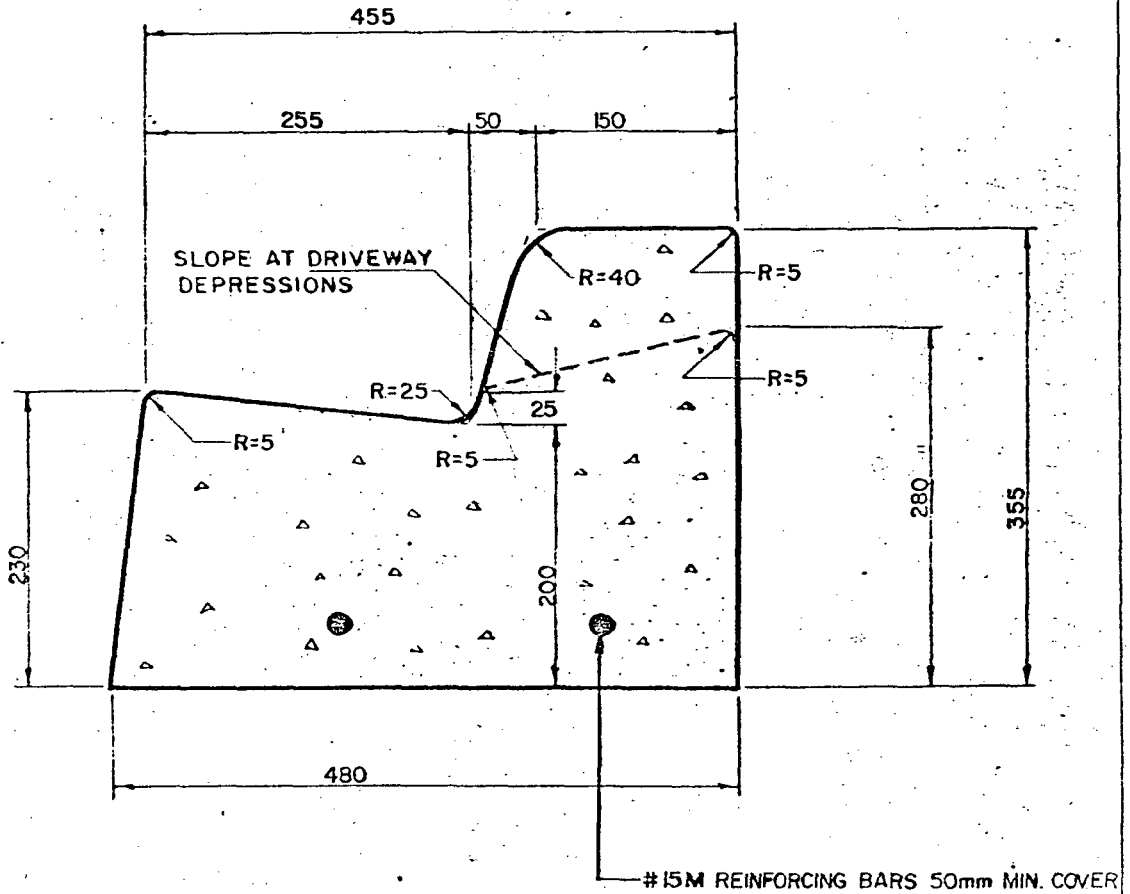
This addendum shall be signed and sealed by the Tenderer or his authorized representative, attached to the Tender, and submitted therewith.

  
SIGNATURE OF TENDERER & SEAL

MAR 26 1980

DATE





**NOTES:**

1. CONCRETE TO BE 25MP<sub>a</sub> COMPRESSIVE STRENGTH AT 28 DAYS WITH 5% TO 7% AIR ENTRAINMENT
2. DRIVEWAY DEPRESSIONS TO BE 3.5m FOR SINGLE & 6.0m FOR DOUBLE DRIVEWAYS AND 7.3m FOR DOUBLE DRIVEWAYS FOR A SEMI-DETACHED UNIT.
3. EXPANSION JOINTS AT 5.5m INTERVALS.
4. SEE STD. 320 FOR DETAIL OF REINFORCING BARS AT C.B.
5. QUANTITIES OF CONCRETE 0.123m<sup>3</sup>/m  
8.1m/m<sup>3</sup>

DIMENSIONS IN mm EXCEPT AS NOTED.

MUNICIPALITY: CITY OF BRAMPTON

CONCRETE CURB AND  
GUTTER

APPROVED

*(Signature)*

REF. No.

REVISION DATE: DEC. 1979

No. 3

DWG. No.

220



# The Corporation Of The City Of Brampton

## Public Works Department

1980 03 24

### ADDENDUM NO. 4

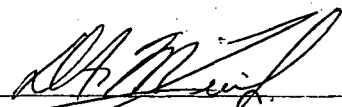
CONTRACT NO. 80-105

STREET UPGRADING - McCAUL STREET

Tenderers should note the following changes in the contract documents:

1. The estimated quantities for Special Provision 17 "Earth Excavation" on Page SP7 are to be revised to read:  
McCaul St. Sta. 2+31 to Sta. 7+20 4378 cubic metres (gross cut)  
(gross fill N/A)  
Binsell Ave. Sta. 0+20 to Sta. 1+45 839 cubic metres (gross cut)  
106 cubic metres (fill in ditches)
2. Special Provision 19 "Construct Concrete Curb and Gutter" which refers to "4000 p.s.i. concrete" shall be revised to read "25 M Pa concrete".

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

  
\_\_\_\_\_  
SIGNATURE OF TENDERER & SEAL

MAR 26 1980

\_\_\_\_\_  
DATE



# The Corporation Of The City Of Brampton

## Public Works Department

1980 03 25

ADDENDUM NO. 5

CONTRACT NO. 80-105

STREET UPGRADING - McCAUL STREET

Tenderers should note that the reinforcing at catchbasins "4-15M bars 1.65 m long" as indicated on Standard Drawing 320, shall take precedence over Article 6 "Reinforcement at Catchbasins and Driveway Depressions" in the Specifications for Concrete Curb and Gutter.

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

  
\_\_\_\_\_  
SIGNATURE OF TENDERER & SEAL

MAR 26 1980

\_\_\_\_\_  
DATE

PASSED May 12, 1980

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# BY-LAW

No. 122-80

To authorize the execution of an  
Agreement with FERMAR PAVING LIMITED  
- Contract No. 80-105 (street up-  
grading of McCaul Street)