



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 157-78


A By-law to authorize the execution of Contract No. 78-109 with Ambro Holdings Ltd. (RECONSTRUCTION OF MCLAUGHLIN ROAD NORTH)


WHEREAS it is deemed expedient to enter into and execute Contract No. 78-109 with Ambro Holdings Ltd.;

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. 78-109 with Ambro Holdings Ltd., attached hereto as Schedule "A".
2. That the Mayor and the Clerk are hereby authorized to affix their signatures to the said Contract No. 78-109 attached hereto as Schedule "A", with Ambro Holdings Ltd.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 17th day of July, 1978.


James E. Archdekin, Mayor


Ralph A. Everett, Acting Clerk

THE CORPORATION OF THE CITY OF BRAMPTON
FORM OF AGREEMENT

CONTRACT NO. 78-109

This agreement made in quadruplicate this 18th day of July 1978.

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 consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:-

ARTICLE 1 :

a) A general description of the work is:-

Reconstruction of McLaughlin Road North

b) The Contractor shall, except as otherwise specifically provided, at his own expense provide all and every kind of labour, machinery, plant, structures, roads, materials and appliances, articles and things necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Engineer commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Corporation within the time specified in the General Conditions of this Tender.

ARTICLE 2 :

In the event that the Tender provides for and contains a contingency allowance, it is understood and agreed that such contingency allowance is merely for the convenience of accounting by the Corporation and the Contractor is not entitled to payment thereof except for extra work or additional work carried out by him in accordance with the Contract and only to the extent of such extra or additional work.

ARTICLE 3 :

In case of inconsistency or conflict between the provisions of this Agreement and the Plans, or Specifications, or General Conditions, or Tender or any other document or writing the Provisions of such documents shall take precedence and govern in the following order, namely:

1. This Agreement
2. Special and/or Supplemental Provisions
3. Information for Tenderers
4. General Conditions
5. Standard Specifications
6. Plans
7. Tender

The foregoing documents enumerated one to seven inclusive are all of the Contract Documents and constitute the full agreement between the parties.

ARTICLE 4

The Corporation covenants with the Contractor that the Contractor having in all respects complied with the Provisions of this Contract will be paid for the works included herein in accordance with the Unit Prices as set out in the Form of Tender, forming part of this Contract, and in accordance with the Provisions as set out in the Conditions and Specifications forming part of this Contract.

ARTICLE 5

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto, to the other or to the Engineer, it shall be deemed sufficiently given or made if mailed by prepaid first class mail or delivered in writing to such party or to the Engineer at the following addresses:

CONTRACTOR: <u>Armbro Materials &</u> <u>Construction Ltd.</u> <u>Box 1000,</u> <u>Brampton, Ontario.</u> L6V 2L9	ENGINEER: J. F. Curran, P.Eng. City Engineer 24 Queen Street East Brampton, Ontario L6V 1A4
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ARTICLE 6

A copy of each of the Contract Documents is hereto annexed and together with the Ministry of Transportation and Communications Specifications referred to in the Contract Documents and the Plans listed in the Specifications, are made part of this Contract as fully to all intents and purposes as though recited in full herein.

ARTICLE 7

No implied contract of any kind whatsoever by or on behalf of the Corporation shall arise or be implied from anything in this Contract contained, nor from any position or situation of the parties at anytime, it being clearly understood that the express covenants and agreements herein contained made by the Corporation shall be the only covenants and agreements upon which any rights against the Corporation may be founded.

ARTICLE 8

Time shall be deemed the essence of this Contract.

ARTICLE 9

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

ARTICLE 10

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

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers as the case may be.

K. Gray
WITNESS AS TO SIGNATURE OF CONTRACTOR

Brampton, Ontario
ADDRESS
OCCUPATION Secretary.

ARMBRO MATERIALS &
CONSTRUCTION LTD.

[Signature]
R. A. Lowndes,
Vice-President.

THE CORPORATION OF THE CITY OF BRAMPTON
MAYOR [Signature]
a/CLERK [Signature]

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF TENDER.

CONTRACT NO. 78-109

This Tender Submitted By: Armbro Materials & Construction Ltd.

ADDRESS: P.O. Box 1000, Brampton, Ontario, L6Y 2L9

TELEPHONE NUMBER: 451-0690

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

I/We the undersigned declare that no person, firm or corporation other than the one whose signature or the signatures of whose proper officers and the seal is or are attached below, has any interest in this tender or in the contract proposed to be taken.

I/We further declare that this tender is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making tender for the same work and is in all respects fair and without collusion or fraud.

I/We further declare that we have carefully examined the locality and site of the proposed works, as well as the plans, drawings, profiles, Specifications, Form of Tender, Information for Tenderers, General Conditions, Agreement by the City Engineer, 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 60 days after the tender closing date whichever event first occurs, and that the City may at any time within that period and without notice accept this tender whether any other tender had been previously accepted or not.

I/We agree that if we withdraw this tender after closing and before the Council of the said City shall have considered the tenders and awarded the Contract in respect thereof, during the time that this tender is open to acceptance as set out above in this tender form the amount of the deposit accompanying this tender shall be forfeited to the City.

I/We agree that the awarding of the contract based on this tender by the Council of the said City shall be an acceptance of this tender.

If this tender is accepted I/We agree to furnish the required contract bond in the form attached hereto, insurance certificate and Workmen's Compensation Board Letter, and properly sign the Contract documents in quadruplicate within 10 days after being notified 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 He/Us to the use of the City and to accept the next lowest or any tender or to advertise for new tenders, or to carry out the works in any other way they deem best and I/We also agree to pay to the said City the difference between this tender and any greater sum which the City may expend or incur by reason of such default or failure, or by reason of such default or failure, or by reason of such acting, as aforesaid, on their part, including the cost of advertising for new tenders; and to indemnify and save harmless the said City and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on My/Our part.

I/We propose the Travelers Indemnity 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 eighty(80) 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 incomplete, after the time of completion as specified above.

A certified cheque in the amount of \$ 50,000.00

--Fifty-thousand dollars - - - - - /100 is enclosed, Dated at

Brampton, Ontario this thirteenth day of July 1978.

ARMBRO MATERIALS & CONSTRUCTION LTD.

K. A. Gray
SIGNATURE OF WITNESS

R. A. Lowndes
SIGNATURE AND SEAL OF TENDERER
R. A. Lowndes,
Vice-President.

ARMBRO MATERIALS & CONSTRUCTION LTD.

EXPERIENCE SUMMARY

Armstrong Holdings (Brampton) Ltd. is the holding company for Ambro Materials & Construction Ltd. and Montcalm Construction Inc.

Since its incorporation in 1928 Armstrong Holdings and its wholly owned subsidiaries have become one of the largest companies in the heavy construction field.

During that period, work undertaken in the provinces of Ontario and Quebec has included roadworks, airports, structures such as bridges and reservoirs, underground servicing such as sewers, watermains and telephone conduits, and the complete servicing of subdivisions. A partial listing of typical projects is given on the next page.

Category	Owner	Description	Date Complete	Value
Airports	Federal D.O.T.	Runway Extension, Toronto	1970	3,801,000.
	Federal D.O.T.	New Montreal Airport	1974	16,469,000.
	Federal D.O.T.	London Airport, Runway	1974	3,829,000.
	Federal D.O.T.	Timmins Airport, Runway	1975	2,380,000.
Roads	M.T.C. (D.H.O.)	Hwy. 27 & 5 Interchange	1970	12,150,000.
	M.T.C. (D.H.O.)	Q.E.W. Service Roads at Windsor & Beamsville (2 contracts)	1970	6,667,000.
	M.T.C. (D.T.C.)	Hwy. 417, Hawesbury, Grading & Paving (4 contracts)	1974	8,101,000.
	M.T.C.	Hwy. 40, Sarnia	1975	3,871,000.
	M.T.C.	Hwy. 401, Heart Lake Rd. Interchange	1976	6,932,000.
	M.T.C.	Hwy. 401, Ajax-Whitby	(1977)	7,476,000.
Structures	City of Hamilton	22 Mill. Gal. Reservoir	1971	2,153,000.
	Don Mills Dev. Ltd.	Mullet Creek Channel & Structures	1971	1,615,000.
	Borough of Scarborough	Lawrence Ave. Bridge	1973	2,727,000.
	Metco Region Cons. Auth.	Finch Dam & Reservoir	1973	3,416,000.
	County of Renfrew	Burnstown Bridge	1975	1,917,000.
	Toronto Transit Comm'n	Spadina Subway A8-1	1975	5,469,000.
	Toronto Transit Comm'n	Spadina Subway A7-2	(1977)	3,956,000.
Underground	M.T.C. (D.H.O.)	72" ϕ Sewer & Box Culvert, Port Erie	1971	1,070,000.
	Town of Southampton	Watermains	1974	175,579.
	Min. of the Environment	Rockwood, Sewers & Watermains	(1976)	2,570,000.
	Min. of the Environment	Kenora, Sewers & Watermains	(1977)	3,285,000.
Subdivisions	Bramalea Consolidated	Various locations (11 Contracts)	1971 to 1976	5,981,000.
	The McLaughlin Group	Mississauga Valleys Community (14 Contracts)	1971 to 1976	13,455,000.
	Runnymede Developments	Pickering	(1976)	3,026,000.
Miscellaneous	Canada Cement - Whitefish	Distribution Centre	1971	196,900.
	C.N.R.	Crushing Ballast, Thunder Bay	(1976)	2,670,000.

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 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
<u>PART "A" STORM SEWERS</u>						
A1.	Special City,406 314	Supply and install concrete storm sewer pipe(with rubber gasket joints) Class "B" bedding and Granular "C" backfill to top of trench				
a.		15" dia. S.S.	80	Lin.Ft.	\$ 21.46	\$ 1,716.80
b.		18" dia. Cl.II	455	Lin.Ft.	\$ 24.96	\$ 11,356.80
c.		21" dia. Cl.II	278	Lin.Ft.	\$ 23.98	\$ 6,666.44
d.		24" dia. Cl.II	280	Lin.Ft.	\$ 31.42	\$ 8,797.60
e.		27" dia. Cl.II	514	Lin.Ft.	\$ 31.70	\$ 16,293.80
f.		33" dia. Cl.II	318	Lin.Ft.	\$ 37.20	\$ 11,829.60
g.		36" dia. Cl.II	335	Lin.Ft.	\$ 47.97	\$ 16,069.95
h.		42" dia. Cl.II radius pipe	39	Lin.Ft.	\$ 102.88	\$ 4,012.32
i.		48" dia. Cl.II	667	Lin.Ft.	\$ 67.25	\$ 44,855.75
j.		48" dia. Cl.II radius pipe	8	Lin.Ft.	\$ 73.72	\$ 589.76
k.		15" dia. Cl.IV sanitary sewer including plugs	70	Lin.Ft.	\$ 44.58	\$ 3,120.60
A2.	Special	Construct manholes including frames, covers, excavation, and Granular "C" backfill				
a.		as per Standard Drawing 302	60	Vt.Ft.	\$ 115.34	\$ 6,920.40
b.		as per Standard Drawing 301	85	Vt.Ft.	\$ 178.36	\$ 15,160.60

75,729.28
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SCHEDULE OF QUANTITIES
AND UNIT PRICES

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CONTRACT NO. 78-109
MCLAUGHLIN ROAD NORTH

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
A3.	Special City	Construct catchbasins including excavation, frames, grates and 3/4" crusher run backfill				
a.		24" square as per Std. 320 and 325	21	Each	\$336.42 per each	\$ 7,064.82
b.		Double as per Std. 321 and 325	11	Each	\$566.04 per each	\$ 6,226.44
c.		Dome Type as per Std. #324	5	Each	\$420.79 per each	\$ 2,103.95
d.		4' x 4' ditch inlet as per M.T.C. Standard	2	Each	\$752.94 per each	\$ 1,505.88
e.		Pyramid type as per Std. 328 & 320	11	Each	\$389.82 per each	\$ 4,288.02
f.		2' x 2' ditch inlet	2	Each	\$784.98 per each	\$ 1,569.96
A4.	Special	Catchbasin leads including excavation, appropriate fitting, Class "B" bedding and Granular "C" backfill				
a.		8" dia. Cl.S.S.	660	Lin.Ft.	\$ 22.03 per lin.ft.	\$ 14,539.80
b.		10" dia. Cl.S.S.	305	Lin.Ft.	\$ 22.43 per lin.ft.	\$ 6,841.15
c.		12" dia. Cl.S.S.	77	Lin.Ft.	\$ 23.12 per lin.ft.	\$ 1,780.24
d.		15" dia. Cl.S.S.	200	Lin.Ft.	\$ 24.19	\$ 4,838.00
A5.	Special	Remove existing catchbasins and plug existing leads as shown on drawings (frames and grates to the City)	9	Each	\$117.48 per each	\$ 1,057.32
A6.	Special	Break into existing manholes where shown on drawings	4	Each	\$427.20 per each	\$ 1,708.80
A7.	Special	Construct outfall structure as shown on the plans and detail		Lump Sum		\$ 5,435.00
A8.	Special	Install gabion channel liner as directed by the Engineer	10	Cu.Yd.	\$ 80.10 per cu.yd.	\$ 801.00
A9.	Special	Excavate and grade outfall channel to the dimensions shown on drawings	125	Cu.Yd.	\$ 6.41 per cu.yd.	\$ 801.25
A10.	Special	Replace catchbasin frame and grate with manhole frame and top and raise to finished grade	2	Each	\$240.30 per each	\$ 480.60

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT7

CONTRACT NO. 78-109
MCLAUGHLIN ROAD NORTH

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
A11.	Special	Relocate existing catchbasins and extend existing lead	1	Each	\$ 534.00 per each	\$ 534.00
<u>PART "B" ROADWORKS</u>						
B1.	210, City	Earth excavation to subgrade including culvert removal and removal and grubbing of trees and shrubs	16000	Cu.Yd.	\$ 2.09 per cu.yd.	\$ 33,440.00
B2.	City	Special subgrade excavation	100	Cu.Yd.	\$ 3.00 per cu.yd.	\$ 300.00
B3.	1010, 314 City	Supply, place and compact granular base course				
a.		Granular "B"	17000	Tons	\$ 3.20 per ton	\$ 54,400.00
b.		Granular "A"	6500	Tons	\$ 3.58 per ton	\$ 23,270.00
c.		Sand Cushion	200	Tons	\$ 2.51 per ton	\$ 502.00
B4.	City	Supply and apply water for compaction of base course (1 M.Gal. = 1,000 gallons)	150	M.Gal.	\$ 8.54 per m.gal.	\$ 1,281.00
B5.	City	Supply and apply calcium chloride	20	Tons	\$ 149.52 per ton	\$ 2,990.40
B6.	310, City	Supply, mix and place hot-mix, hot-laid asphalt				
a.		H.L.6	2900	Tons	\$ 9.80 per ton	\$ 28,420.00
b.		H.L.3	1800	Tons	\$ 10.00 per ton	\$ 18,000.00
B7.	City Special	Remove existing concrete curb and gutter as shown on the drawings	340	Lin.Ft.	\$ 1.07 per lin.ft.	\$ 363.80
B8.	353, City Special	Construct concrete curb and gutter as per Standard 220	6875	Lin.Ft.	\$ 4.58 per lin.ft.	\$ 31,487.50
B9.	City Special	Remove existing concrete sidewalks where indicated on the drawings (5 sq.ft. = 1 lin.ft.)	1150	Lin.Ft.	\$ 1.07 per lin.ft.	\$ 1,230.50

SCHEDULE OF QUANTITIES
AND UNIT PRICES

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CONTRACT NO. 78-109
MCLAUGHLIN ROAD NORTH

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
B10.	351, City Special	Construct concrete sidewalks (5 sq.ft. = 1 lin.ft.)	4925	Lin.Ft.	\$ 6.35 per lin.ft.	\$ 31,273.75
B11.	City, 571 Special	Supply and place nursery sod including 3" topsoil	6500	Sq.Yd.	\$ 1.05 per sq.yd.	\$ 6,825.00
B12.	City	Supply and apply water for sod (1 M.Gal. = 1,000 gallons)	25	M.Gal.	\$ 5.34 per m.gal.	\$ 133.50
B13.	Special	Reinstate driveways from curb				
a.		6" Granular "A" + 2" HL3 asphalt	600	Sq.Yd.	\$ 5.02 per sq.yd.	\$ 3,012.00
b.		6"-3/4" crushed limestone	135	Sq.Yd.	\$ 3.63 per sq.yd.	\$ 490.05
c.		6" concrete + 6" Granular "A"	12	Sq.Yd.	\$ 25.63 per sq.yd.	\$ 307.56
B14.	Special	Burn-in existing asphalt	350	Lin.Ft.	\$ 1.76 per lin.ft.	\$ 616.00
B15.		Supply asphalt Cement		PROVISIONAL SUM		\$ 28,250.00
B16.	City	Adjust existing valve chambers and manholes to finished grade	17	Each	\$ 176.22 per each	\$ 2,995.74
B17.	City Special	Adjust existing gas and water valves to finished grade	9	Each	\$ 64.08 per each	\$ 576.72
B18.	City Special	Adjust existing water service boxes to finished grade	5	Each	\$ 80.10 per each	\$ 400.50
B19.	Special	Adjust existing hydrants to finished grade	5	Each	\$ 293.70 per each	\$ 1,468.50
B20.	City, 310 314, 1010	4" Granular "A" + 2" H.L.3 on boulevards where directed by the Engineer	500	Sq.Yd.	\$ 4.06 per sq.yd.	\$ 2,030.00
B21.	Special	Replace cast iron watermain with Ductile iron at catchbasin lead and sewer crossings with material supplied by Region of Peel				
a.		6" diameter	10	Each	\$ 854.40 per each	\$ 8,544.00
b.		12" diameter	3	Each	\$ 1,068.00 per each	\$ 3,204.00

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT9

CONTRACT NO.78-109
MCLAUGHLIN ROAD NORTH

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
B22.	Special	Lower existing watermain				
	a.	6" diameter	100	Lin.Ft.	\$ 17.09 per lin.ft.	\$ 1,709.00
	b.	12" diameter	100	Lin.Ft.	\$ 19.22 per lin.ft.	\$ 1,922.00
B23.	Special	Lower existing water services	50	Lin.Ft.	\$ 12.82 per lin.ft.	\$ 641.00
B24.	Special	Supply and place 15 M Pa concrete exclusive of form work	5	M ³	\$ 53.40 per M ³	\$ 267.00
B25.		Contingency Item (See Information for Tenderers)				\$35,000.00

TOTAL OF CONTRACT NO:78-109 - MCLAUGHLIN ROAD NORTH

\$534,318.17

RESOLVED July 17th 1978



BY-LAW

No. 157-78

Being a By-law to authorize the execution of Contract 78-109 with Ambro Holdings Ltd. (RECONSTRUCTION OF MCLAUGHLIN ROAD NORTH)