



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 166-79

To authorize the execution of an agreement with GRAHAM BROS. CONSTRUCTION LIMITED - Contract No. 79-107 (Reconstruction and Widening of McLaughlin Road from Queen Street to Harold Street).

WHEREAS it is deemed expedient to enter into and execute Contract No. 79-107 with Graham Bros. 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. 79-107 with Graham Bros. 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. 79-107 with Graham Bros. Construction Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of July, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

1. FORM OF AGREEMENT

THE CORPORATION OF THE CITY OF BRAMPTON
FORM OF AGREEMENT

CONTRACT NO. 79-107

This agreement made in quadruplicate this 25th day of
June, 1978.

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

-AND- Graham Bros. Construction 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:-

Reconstruction & Widening of McLaughlin Road from

Queen Street to Harold Street

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>Graham Bros.</u>	ENGINEER: J. F. Curran, P.Eng.
<u>Construction Limited</u>	City Engineer
<u>290 Clarence Street,</u>	24 Queen Street East
<u>Brampton, Ontario L6W 1T4.</u>	Brampton, Ontario
	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 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.

M. M. Walsh
WITNESS AS TO SIGNATURE OF CONTRACTOR

Graham Bros. Construction Limited

M. Walsh

ADDRESS 290 Clarence St
Brampton
OCCUPATION P. ENG

THE CORPORATION OF THE CITY OF BRAMPTON

MAYOR *James E. Archdell*

CLERK *Ralph J. [Signature]*

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. 79-107

This Tender Submitted By: GRAHAM BROS.
CONSTRUCTION LIMITED

290 CLARENCE ST.
ADDRESS: BRAMPTON ONT.

TELEPHONE NUMBER: 453-1200

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 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.

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 to do so. 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 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 CONTINENTAL INSURANCE COMPANIES


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 seventy (70) 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 is enclosed. Dated at
BRAMPTON ONT this 19TH day of JUNE 1979.


SIGNATURE OF WITNESS


SIGNATURE AND 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 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.	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)		300 mm E.S.	73	lin.m	\$89.25	\$6515.25
(b)		375 mm E.S.	172	lin.m	\$92.55	\$15918.60
(c)		450 mm S.S.	231	lin.m	\$97.85	\$22603.35
(d)		600 mm E.S.	70	lin.m	\$106.20	\$7434.00
(e)		750 mm CL.III	100	lin.m	\$136.25	\$13625.00
(f)		825 mm CL.III	200	lin.m	\$138.20	\$27640.00
(g)		900 mm CL.III	73	lin.m	\$163.50	\$11935.50
(h)		1200 mm CL.III	195	lin.m	\$262.55	\$51197.25
2.	Special City	Construct manholes including frames, covers, excavation, and Granular "C" backfill				
(a)		As per Std. Dwg. No. 302	13.2	vt.m	\$409.85	\$5410.02
(b)		As per Std. Dwg. No. 303	9.7	vt.m	\$425.00	\$4122.50
(c)		As per Std. Dwg. No. 304	16.2	vt.m	\$440.00	\$7128.00
3.	Special City	Construct catchbasins including excavation, frames, grates and 19 mm granular backfill				

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT6

CONTRACT NO. 79-107
McLAUGHLIN ROAD FROM
QUEEN ST. TO HAROLD ST.

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
(a)		600 mm square as per Std. No. 320 and 325	13	each	<u>\$475.⁰⁰</u>	<u>\$ 6,175.⁰⁰</u>
(b)		Double as per Std. No. 321 and 325	7	each	<u>\$800.⁰⁰</u>	<u>\$ 5,600.⁰⁰</u>
(c)		Pyramidal type as per Std. No. 328 and 320	8	each	<u>\$500.⁰⁰</u>	<u>\$ 4,000.⁰⁰</u>
(d)		1.2 m X 1.2 m ditch inlet	1	each	<u>\$800.⁰⁰</u>	<u>\$ 800.⁰⁰</u>
(e)		Adjust to pavement grade and change top to Std. No. 325	2	each	<u>\$225.⁰⁰</u>	<u>\$ 450.⁰⁰</u>
4.	Special City	Catchbasin leads including excavation, appropriate fittings, Class "B" bedding and Granular "C" backfill				
(a)		200 mm dia. Cl. S.S.	182	lin.m	<u>\$72.65</u>	<u>\$ 13,222.30</u>
(b)		250 mm dia. Cl. S.S.	100	lin.m	<u>\$75.10</u>	<u>\$ 7,510.⁰⁰</u>
5.	Special	Construct outlet chamber as shown on the plans and details		Lump Sum	<u>\$4500.⁰⁰</u>	<u>\$ 4,500.⁰⁰</u>
6.	210 City Special	Earth excavation to subgrade including culvert removal and removal of trees and stumps	19,500	m ²	<u>\$1.98</u>	<u>\$ 38,610.⁰⁰</u>
7.	City	Special subgrade excavation	100	m ³	<u>\$3.95</u>	<u>\$ 395.⁰⁰</u>
8.	1010 314 City Special	Supply, place and compact granular base course				
(a)		Granular "B"	19,500	m ²	<u>\$3.55</u>	<u>\$ 69,225.⁰⁰</u>
(b)		Granular "A"	17,550	m ²	<u>\$1.56</u>	<u>\$ 27,378.⁰⁰</u>
(c)		Sand cushion	100	tonnes	<u>\$5.⁰⁰</u>	<u>\$ 500.⁰⁰</u>
9.	City	Supply and apply water for compaction	106	KL	<u>\$2.50</u>	<u>\$ 265.⁰⁰</u>

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT7

CONTRACT NO. 79-107
McLAUGHLIN ROAD FROM
QUEEN ST. TO HAROLD ST.

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
10.	City	Supply and apply calcium chloride	30	tonnes	<u>\$ 155.00</u>	<u>\$ 4650.00</u>
11.	310 City	Supply, mix, and place hot-mix, hot-laid asphalt including liquid asphalt cement				
(a)		H.L.6	3,450	tonnes	<u>\$ 19.65</u>	<u>\$ 67792.50</u>
(b)		H.L.3	1,850	tonnes	<u>\$ 19.90</u>	<u>\$ 36815.00</u>
12.	City Special	Remove existing concrete curb and gutter	20	lin.m	<u>\$ 6.60</u>	<u>\$ 132.00</u>
13.	353 City Special	Construct concrete curb and gutter as per Std. No. 220	2,410	lin.m	<u>\$ 14.75</u>	<u>\$ 35547.50</u>
14.	Special	Remove existing asphalt sidewalk	800	lin.m	<u>\$ 3.25</u>	<u>\$ 2600.00</u>
15.	351 City Special	Construct concrete sidewalk	1,600	m ²	<u>\$ 14.00</u>	<u>\$ 22400.00</u>
16.	City 571 Special	Supply and place nursery sod including 75 mm topsoil	4,975	m ²	<u>\$ 1.67</u>	<u>\$ 8308.25</u>
17.	City	Supply and apply water for sod	115	kL	<u>\$ 5.00</u>	<u>\$ 575.00</u>
18.	Special	Reinstate driveways				
(a)		150 mm Granular "A" + 50 mm H.L.3 asphalt	175	m ²	<u>\$ 8.00</u>	<u>\$ 1400.00</u>
(b)		150 mm, 19 mm crushed limestone	260	m ²	<u>\$ 2.40</u>	<u>\$ 624.00</u>
19.	Special	Burn in existing asphalt	35	lin.m	<u>\$ 10.00</u>	<u>\$ 350.00</u>
20.	City Special	Adjust existing gas and water valves to finished grade	4	each	<u>\$ 90.00</u>	<u>\$ 360.00</u>
21.	Special	Supply and place 15 MPa concrete exclusive of formwork	4	m ³	<u>\$ 58.95</u>	<u>\$ 235.80</u>

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT8

CONTRACT NO. 79-107
McLAUGHLIN ROAD FROM
QUEEN ST. TO HAROLD ST.

ITEM. NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
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22.		Contingency Item (See Information for Tenderers)				<u>\$30,000.00</u>
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Total of Contract No. 79-107
- McLaughlin Road from
Queen Street to Harold Street

OK.
F.O.

\$563,949.82

PERFORMANCE AND MAINTENANCE BOND

BOND NO. BND 345 1231

ACCOUNT NO. _____

CONTRACT NO. 79-107

KNOW ALL MEN BY THESE PRESENTS, that we Graham Bros. Construction Limited
(Contractor)

hereinafter called the "Principal" and
THE CONTINENTAL INSURANCE COMPANY
(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 \$563,949.82 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 25th of
June 1978.

Whereas by an Agreement in writing dated the 25th day of June 1978, the Principal has entered into a Contract with the Obligee, hereinafter called the "Contract", for the ~~construction, alteration, repair or maintenance of~~
Reconstruction & Widening of McLaughlin Road from Queen Street
to Harold Street

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.

No 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 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 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



Witness signs here



Graham Bros. Construction Limited

Principal signs here and seal
where applicable

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



Witness signs here



M. Scott, Attorney-in-Fact

Surety Company Officer signs
here with seal

CERTIFICATE OF LIABILITY INSURANCE

INSURANCE COMPANY INA Insurance Company of Canada

TO: The Corporation of the City of Brampton
24 Queen Street East
Brampton, Ontario
L6V 1A4

THIS IS TO CERTIFY THAT: Graham Bros. Construction Limited
CONTRACTOR

whose address is 290 Clarence Street, Brampton, Ontario L6W 1T4.

has comprehensive liability insurance in this Company under Policy No. CGL004394
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 an 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 limitation 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.

This policy expires on March 19, 1980

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

DATE June 26, 1979

COUNTERSIGNED
PER [Signature]

PASSED July 9, 1979



BY-LAW

No. 166-79

To authorize the execution of an agreement with GRAHAM BROS. CONSTRUCTION LIMITED - Contract No. 79-107 (Reconstruction and Widening of McLaughlin Road from Queen Street to Harold Street).