



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* 215-79


To authorize the execution of an Agreement with G. W. Barr Construction & Engineering Ltd. - Contract 79-116 (Intersection improvements - Torbram Road-Highway 7 and Clark Boulevard - West Drive)

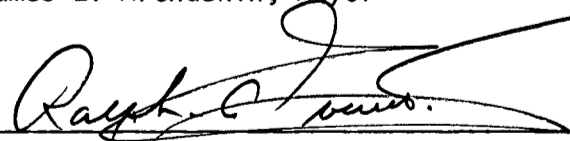
WHEREAS it is deemed expedient to enter into and execute Contract No. 79-116 with G. W. Barr Construction & Engineering Ltd.;

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. 79-116 with G. W. Barr Construction & Engineering 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. 79-116 with G. W. Barr Construction & Engineering Ltd., attached hereto as Schedule "A".

READ FIRST, SECOND and THIRD TIME and PASSED in Open Council this 7th day of August, 1979.

  
James E. Archdekin, Mayor

  
Ralph A. Everett, City Clerk

CERTIFICATE OF LIABILITY INSURANCE

Guardian Insurance Co.  
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 24 QUEEN STREET, EAST, BRAMPTON, ONTARIO, L6V 1A4

THIS IS TO CERTIFY THAT Dominion Paving Limited  
(CONTRACTOR)

Whose Address is 680 Garyray Drive, Weston, Ontario M9L 1R3.

has comprehensive liability insurance in this Company under Policy  
No. 1077034 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 ex-  
clusions 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.

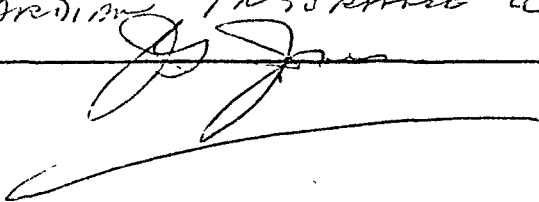
THE POLICY EXPIRES ON APR 22/80

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

With respect to Contract No. 79-111 for the ~~Construction of~~  
Reconstruction of English Street

We certify that the Corporation will be coinsured with the Contrac-  
tor.

DATE: AUG 9/79

COUNTERSIGNED: Guardian Insurance Co.  


PERFORMANCE AND MAINTENANCE BOND

Bond No. 83-0120-1014-79

Contract 79-111

Account \_\_\_\_\_

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

hereinafter called "The Principal", and

UNITED STATES FIDELITY AND GUARANTY COMPANY

(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 \$126,317.77 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

13th of August, 19 79

Whereas by an Agreement in writing dated the 8th day of August 19 79, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the ~~construction, alteration, repair and maintenance of~~ \_\_\_\_\_

Reconstruction of English Street

(Description of Works)

as in the contract provided, which contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

Now therefore the condition of this obligation is such that if the Principal shall at all times duly perform and observe the contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee and shall at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to the contract and shall fully reimburse and repay the Obligee for all outlay, expense liabilities, or payments incurred or undertaken to be made by the Obligee pursuant to the contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

Provided always and it is hereby agreed and declared that the Obligee and Principal have the right to change, alter, and vary the terms of the contract and that the Obligee may in its discretion at any time or times take and receive from the Principal, any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by 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 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

Anne Racco  
Witness signs here

George Racco  
DOMINION PAVING LIMITED (Seal)  
Principal signs here and seal where applicable

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

D. Strogan  
Witness signs here

UNITED STATES FIDELITY AND GUARANTY COMPANY  
David Hodgson (Seal)  
Surety Company Officer signs here with seal  
(David Hodgson) Attorney-in-fact

This Agreement made in Quadruplicate this 8th day of August, 19 79

BETWEEN:

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

- AND -

Dominion 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 :

Reconstruction of English Street

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(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

One Hundred & Twenty Six Thousand, Three Hundred & Seventeen Dollars

& Seventy Seven Cents - DOLLARS (\$ 126,317.77 )

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:

Dominion Paving Limited  
680 Garyray Drive,  
Weston, Ontario  
M9L 1R3.

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 not having 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.

Gina Bacco  
WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS 47 Brubek Rd.  
Weston, Ontario  
M9H 1W8

OCCUPATION bookkeeper

DOMINION PAVING LIMITED

F. Belisto

CORPORATION OF THE CITY OF  
BRAMPTON

James E. Archibald  
MAYOR

[Signature]  
CLERK

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. 79-111

This Tender Submitted By: Dominion Paving Limited

ADDRESS: 680 Caryray Drive, Weston M9L 1R3

TELEPHONE NUMBER: (416) 741-1310

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 United States Fidelity

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 thirty-five 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 incompletd, after the time of completion as specified above.

A certified cheque in the amount of \$ 10,000.00

\_\_\_\_\_ is enclosed. Dated at

Weston this 30th day of July 19\_\_

Anne Bacco  
SIGNATURE OF WITNESS

J. Belen...  
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	Supply and install concrete storm sewer pipe (with rubber gasket joints) Class "B" bedding and granular backfill to top of trench				
(a)		18" Dia. C14-S.S.	253	lin.ft.	<u>\$23.47</u>	<u>\$5937.91</u>
(b)		18" Dia. C76-CL.III	200	lin.ft.	<u>\$30.45</u>	<u>\$6090.00</u>
(c)		24" Dia. C76-CL.III	185	lin.ft.	<u>\$29.28</u>	<u>\$5416.80</u>
(d)		27" Dia. C76-CL.III	45	lin.ft.	<u>\$78.33</u>	<u>\$3524.85</u>
2.	Special City	Construct manholes including excavation, frames, covers and granular "C" backfill as per Std. #302	41	vt.ft.	<u>\$155.29</u>	<u>\$6366.89</u>
3.	City	Construct catchbasins including excavation, grates, frames and granular backfill				
(a)		24" square as per Std. #320 and #325	3	each	<u>\$594.50</u>	<u>\$1783.50</u>
(b)		Double precast as per Std. #321 and #325	4	each	<u>\$1107.00</u>	<u>\$4428.00</u>
(c)		2' X 2' ditch inlet as per Std. #322	3	each	<u>\$727.75</u>	<u>\$2183.25</u>

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
4.	Special City	Catchbasin leads including appropriate fittings, Class "B" bedding and granular "C" backfill				
(a)		8" Dia. S.S.	46	lin.ft.	\$21.01	\$966.46
(b)		10" Dia. S.S.	96	lin.ft.	\$23.06	\$2213.76
(c)		12" Dia. E.S.	40	lin.ft.	\$21.53	\$861.20
(d)		12" Dia. headwall Std. 332 Type "B"		Lump Sum		\$369.00
5.	Special	Remove existing catchbasins where indicated on drawings (frames and grates to be salvaged by City staff)	2	each	\$223.45	\$446.90
6.	Special	Install 15" drop connection at storm manhole as shown on drawing		Lump sum		\$1578.50
7.	Special City	Earth excavation to subgrade including grubbing and removal of culverts, and existing asphalt driveways within roadway	3900	sq.yd.	\$3.87	\$15,093.00
8.	City	Special subgrade excavation	200	cu.yd.	\$1.00	\$200.00
9.	Special City 314	Supply, place and compact granular base course				
(a)		Granular "B"	3800	sq.yd.	\$2.57	\$9766.00
(b)		Granular "A"	3300	sq.yd.	\$1.52	\$5016.00
(c)		2" crusher run limestone in lieu of Granular "B" (unit price only)	3800	sq.yd.	\$4.10	XXXXXX
10.	City	Supply and apply water for compaction of base course (1 mg = 1,000 gal.)	22	mg	\$25.00	\$550.00



SCHEDULE OF QUANTITIES  
AND UNIT PRICES

FT7

ENGLISH STREET RECONSTRUCTION  
CONTRACT NO. 79-111

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
11.	City	Supply and apply calcium chloride	6	ton	\$ 75.00	\$ 450.00
12.	City 310	Supply, mix and place hot-mix, hot-laid asphalt (excluding cost of asphalt cement)				
(a)		H.L.6	450	tons	\$ 13.25	\$ 5962.50
(b)		H.L.3	350	tons	\$ 13.85	\$ 4847.50
(c)		Supply asphalt cement (see Information for Tenderers)				
			Provisional Sum			\$ 7,000.00
13.	Special City	Remove existing concrete curb and gutter where indicated on drawings	54	lin.ft.	\$ 1.00	\$ 54.00
14.	Special City 353	Construct concrete curb and gutter as per Std. #220 (reinforcing bars required only at driveways and catch-basins)	2100	lin.ft.	\$ 5.00	\$ 10500.00
15.	Special	Remove existing concrete and asphalt sidewalks as shown on drawings (5 sq.ft. = 1 lin.ft.)	22	lin.ft.	\$ 3.75	\$ 82.50
16.	Special City 351	Construct concrete sidewalk (5 sq.ft. = 1 lin.ft.)	212	lin.ft.	\$ 6.85	\$ 1452.20
17.	Special City 571	Supply and place nursery sod including 3" topsoil	1700	sq.yd.	\$ 1.35	\$ 2295.00
18.	City	Supply and apply water for sod (1 mg = 1,000 gal.)	10	mg	\$ 27.50	\$ 275.00

continued . . . . .

SCHEDULE OF QUANTITIES  
AND UNIT PRICES

FT8

ENGLISH STREET RECONSTRUCTION  
CONTRACT NO. 79-111

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
19.	Special	Reinstate driveways from curb				
(a)		6" granular "A" + 2 H.L.3	150	sq.yd.	<u>\$ 5.50</u>	<u>\$ 825.00</u>
(b)		6" - 3/4" crushed limestone	500	sq.yd.	<u>\$ 2.75</u>	<u>\$ 1375.00</u>
20.	Special	Burn in existing asphalt	190	lin.ft.	<u>\$ 1.00</u>	<u>\$ 190.00</u>
21.	City	Adjust existing manholes and valve chambers to finished grade	7	each	<u>\$ 85.00</u>	<u>\$ 595.00</u>
22.	Special	Adjust existing gas and water valve boxes to finished grade	12	each	<u>\$ 15.00</u>	<u>\$ 180.00</u>
23.	Special	Supply and place 15 MPa concrete exclusive of framework	5	cu.yd.	<u>\$ 55.00</u>	<u>\$ 275.00</u>
24.	Special	Lower existing water services	50	lin.ft.	<u>\$ 19.00</u>	<u>\$ 950.00</u>
25.(a)	Special (Provisional Item)	Lower existing 12" watermain which may conflict with proposed storm sewer using bends and materials supplied by Region of Peel	1	each	<u>\$ 820.00</u>	<u>\$ 820.00</u>
(b)		6" watermain at Isabella St. or Murray St.	2	each	<u>\$ 697.00</u>	<u>\$ 1394.00</u>
26.	Special	Relay existing sanitary connections which conflict with proposed storm sewer	80	lin.ft.	<u>\$ 29.21</u>	<u>\$ 2336.80</u>
27.	Special (Provisional Item)	Replace existing cast iron watermains at sewer and catchbasin lead crossings with material supplied by Region of Peel	1	each	<u>\$ 1616.25</u>	<u>\$ 1616.25</u>

continued . . . . .

SCHEDULE OF QUANTITIES  
AND UNIT PRICES

FT9

ENGLISH STREET RECONSTRUCTION  
CONTRACT NO. 79-111

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
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28.		Contingency Item (See Information for Tenderers)				\$ 11,000
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Total for Contract No. 79-111  
- English Street Reconstruction

\$126,317.77 ✓

PASSED August 7th 1979

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# BY-LAW

No. 215-79

To authorize the execution  
of an Agreement with G. W. Barr  
Construction & Engineering Ltd.  
Contract 79-116 (Intersection  
improvements - Torbram Rd.-  
Highway 7 and Clark Blvd.-  
West Drive.