

THE CORPORATION OF THE CITY OF BRAMPTON

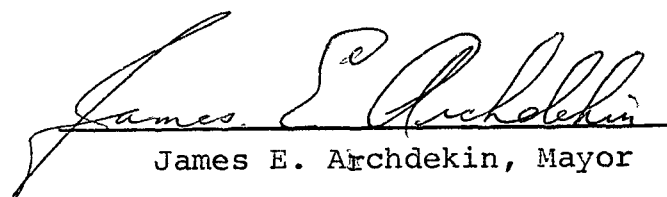
BY-LAW NUMBER 193-75


To authorize the execution of
an Agreement between Bramalea
Consolidated Developments
Limited, and the Corporation
of the City of Brampton

The Council of the Corporation of the City of
Brampton ENACTS as follows:-

That the Mayor and the Clerk are hereby authorized
to execute an Agreement between Bramalea Consolidated
Developments Limited and the Corporation of the City of
Brampton, attached hereto as "Schedule A"

READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN
COUNCIL THIS 6TH DAY OF OCTOBER, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THIS AGREEMENT made this 9th day of - Sept., 1975

B E T W E E N:

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City"

OF THE FIRST PART;

- and -

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

hereinafter called "Bramalea"

OF THE SECOND PART.

WHEREAS the purpose of this agreement is to provide for the construction of public services at Bramalea's expense within a proposed road allowance hereinafter described and the dedication thereof to the City;

AND WHEREAS the said proposed road allowance is located in Registered Plan No. 977, Township of Chinguacousy now in the City of Brampton and more particularly described as Part 1 on plans of survey on deposit in the Land Registry Office for the Registry Division of Peel (No. 43) as number 43R 3124 (hereinafter called the "road").

NOW THEREFORE this agreement witnesseth that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the City to Bramalea (the receipt whereof is hereby acknowledged) and in consideration of the premises and of the mutual covenants herein contained, the parties hereby mutually covenant, promise and agree each with the other as follows:

1. Bramalea covenants and agrees within 30 days from execution of this agreement to grant the road unto the City free of encumbrance at no cost to the City.
2. Bramalea further agrees as soon as possible to commence construction of the road and the installation of such public services thereunder as may be required by the City Engineer and the Commissioner

of Works for the Regional Municipality of Peel. Such construction and installation shall be carried out under the supervision and subject to the inspection of the said City Engineer and Commissioner of Works: It is understood that all such services shall be according to specifications contained within an Agreement between Bramalea and the Township of Chinguacousy dated the 20th day of November, 1972 and known as the "Industrial #7 Agreement", (hereinafter called the "Agreement").

3. Bramalea agrees to pay to the City within 30 days of the execution of this agreement three percent (3%) of the costs of the services which are the City's responsibility and to the Region three percent (3%) of the cost of the services which are the Region's responsibility all of which costs are estimated in Schedule "A" hereto.
4. Bramalea agrees to be responsible for maintenance of the said services for the term and in accordance with the Agreement.
5. Bramalea agrees prior to commencement of any part or the whole of the said work to obtain such approvals as may be necessary from the Regional Municipality of Peel, the City and the Ministry of the Environment.
6. The City covenants and agrees to issue building permits for lands served by the roads upon execution of this agreement subject to the provisions of the Building and Zoning By-laws of the City.
7. This agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto
affixed their corporate seals under the hands of their proper
officers duly authorized in that behalf on the day and year
first above written.

THE CORPORATION OF THE CITY
OF BRAMPTON

Per: James E. Archdekin

Per: Kenneth L. Richardson

BRAMALEA CONSOLIDATED
DEVELOPMENTS LIMITED

Per: Thomas L. Linn
Vice-President

Per: J. H. J. J. J.
Sr. Vice-President

SCHEDULE A

1.1 PIPING - SANITARY

<u>FROM MH</u>	<u>TO MH</u>	<u>LENGTH FEET</u>	<u>PIPE SIZE</u>	<u>TYPE OF PIPE</u>	<u>AVERAGE DEPTH FT.</u>	<u>UNIT PRICE/FT.</u>	<u>TOTAL PRICE</u>
45	46	250	10"	C-200ES	12.0	\$ 10.50	\$ 2,625.00
46	47	250	10"	C-200ES	12.3	\$ 10.50	\$ 2,625.00
47	43	183	10"	C-200ES	13.5	\$ 11.30	\$ 2,067.90
43	42	190	10"	C-200ES	13.4	\$ 11.30	\$ 2,147.00

TOTAL FOR 1.1 SANITARY PIPING\$ 9,464.90

1.2 SANITARY MANHOLES

Depth of Manhole shall be measured from lowest invert to final road grade except where otherwise shown on the Drawings. No adjustment in price will be made for final within 12 inches of depth stated herein.

<u>MH NO.</u>	<u>TYPE</u>	<u>DEPTH IN FEET</u>	<u>LUMP SUM</u>
45	A	12.0	\$ 915.00
46	A	12.2	\$ 920.00
47	A	12.4	\$ 920.00
43	A	14.5	<u>\$1,050.00</u>

TOTAL FOR 1.2 SANITARY MANHOLES \$3,805.00
TOTAL FOR 1.1 SANITARY MANHOLES \$9,464.90
TOTAL FOR 1.0 SANITARY SEWERS \$13,269.90

2.0 STORM SEWERS

Prices shall include Class "B" bedding, drop pipes into the manholes, stub pieces, plugs and connections into existing manholes and all excavation including rock where encountered (see GS. 3.2). Lengths shown are from centre of manhole to centre of manhole.

Average depth of pipe is measured from final road grade to pipe invert. Unless there is a change in depth of trench of more than one foot, there will be no adjustment in the unit prices.

2.1 PIPING (Rubber Gaskets)

<u>FROM MH</u>	<u>TO MH</u>	<u>LENGTH FEET</u>	<u>PIPE SIZE</u>	<u>TYPE OF PIPE</u>	<u>AVERAGE DEPTH</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	
58A	59A	250'	21"	C-76-II	7.0	\$15.60	\$ 3,900.00	
59A	60A	250'	24"	C-76-II	6.3	\$17.10	\$ 4,275.00	
60A	56A	386'	27"	C-76-III	7.7	\$18.90	\$ 7,295.40	
TOTAL FOR 2.1 - STORM PIPING ..								<u>\$15,470.40</u>

2.2 STORM MANHOLES

Depth of Manhole shall be measured from lowest invert to six inches (6") above existing grade (finished top of manhole) except where otherwise shown on the Drawings. No adjustment in price will be made for final within 12 inches of depth stated herein.

<u>MH. NO.</u>	<u>TYPE</u>	<u>DEPTH FEET</u>	<u>LUMP SUM</u>
58A	S-2-48	7.2	\$ 625.00
59A	S-2-48	6.8	\$ 590.00
60A	S-2-60	5.8	\$ 550.00
TOTAL FOR 2.2 STORM MANHOLES ..			<u>\$1,765.00</u>

2.3 CATCHBASINS AND LATERALS

	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
(i) Single concrete catchbasins as detailed including 8" dia. C-14-SS concrete catchbasin laterals and connections to storm sewer.	4 NO	\$ 725.00	\$ 2,900.00
(ii) Double concrete catchbasins as detailed including 10" diameter C-14-SS concrete catchbasin laterals and connections to storm sewer.	1 NO	\$ 900.00	\$ 900.00
(iii) Relocate existing catchbasin on Walker Dr. 20 feet to new curb line.	LUMP SUM	\$	<u>\$ 500.00</u>

TOTAL FOR 2.3 CATCHBASINS AND LATERALS	\$43,000.00
TOTAL FOR 2.1 STORM PIPING	\$15,470.40
TOTAL FOR 2.2 STORM MANHOLES	<u>\$ 1,765.00</u>
TOTAL FOR 2.0 STORM SEWERS	<u>\$21,535.40</u>

3. WATERMAINS

Cover over the watermain shall be five feet, six inches (5'-6") below centre line road grade except where otherwise shown on the Drawings. Unless there is a change in depth of trench of more than three feet (3') there will be no adjustment in unit price.

The unit price shall include supply and installation of pipe, specials, all connections to existing main and restoration of roads and other surfaces as specified, and all excavation, including rock, where encountered. (See GS 3.2).

	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
3.1 10" dia. ductile iron joint watermain.	820 l.f.	\$ 16.10	\$ 13,202.00
3.2 Hydrant off 10" watermain	3 NO	\$ 1,125.00	\$ 3,375.00
3.3 Connection to existing 12" watermain		LUMP SUM	\$ 500.00
3.4 10" dia. gate valve and box.	1	\$ 760.00	\$ 760.00
TOTAL FOR 3 - WATERMAINS ..			<u>\$ 17,837.00</u>

4.	<u>ROAD CONSTRUCTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
4.1	Rough grade road including the supply of approx. 1500 c.y. of suitable fill material.		LUMP SUM	\$ 4,500.00
4.2	Fine grade road allowance after construction of underground services, adjust sewer and watermain appurtenances to interim and final grades as required.		LUMP SUM	\$ 1,650.00
4.3	Granular 'B' compacted to a consolidated thickness of 12" pay width 1' behind back of curb.	4100 s.y.	\$ 1.60	\$ 6,560.00
4.4	Granular 'A' compacted to a consolidated thickness of 6".	3600 s.y.	\$ 1.10	\$ 3,960.00
4.5	HL 8 asphalt base course 2½" thickness.	3600 s.y.	\$ 1.55	\$ 5,580.00
*	4.6 HL 3 asphalt surface course 1½" thickness including final adjustment of manhole and catchbasin tops.	3600 s.y.	\$ 1.45	\$ 5,220.00
4.7	Burn existing surface course and form joint.	145 l.f.	\$ 1.00	\$ 145.00
4.8	Type 'B' poured curbs and gutters including two 5/8" dia. reinforcing bars.	1750 l.f.	\$ 4.00	\$ 7,000.00
4.9	Remove and dispose of existing curb.	145 l.f.	\$ 1.50	\$ 217.50
TOTAL FOR 4 - ROAD CONSTRUCTION ..				<u>\$34,832.50</u>

*Asphalt cement priced based upon \$59.40/ton plus tax F.O.B. refinery H.L. 3 prices in 1978 to be adjusted to reflected current AC price.

5. CONTINGENCY ALLOWANCE

Contingency allowance to be expanded only upon written approval of the Engineer.

Allow \$ 4,000.00

SUMMARY

1. SANITARY SEWERS	\$ 13,269.90
2. STORM SEWERS	\$ 21,535.40
3. WATERMANS	\$ 17,837.00
4. ROAD CONSTRUCTION	\$ 34,832.50
5. CONTINGENCY ALLOWANCE	<u>\$ 4,000.00</u>
TOTAL TENDER PRICE ..	<u>\$ 91,474.80</u>