



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 221-76

A By-law to authorize the execution of Contract #76-105 with Graham Bros. Construction Limited. (STREET UP-GRADING OF ALEXANDRIA CRESCENT, ALDERBURY CRESCENT, AND ASHWOOD CRESCENT.)

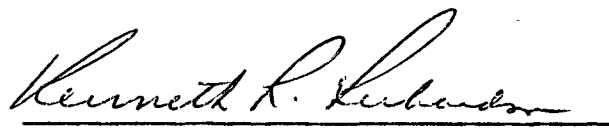
WHEREAS it is deemed expedient to enter into and execute Contract #76-105 with Graham Bros. Construction Limited.

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. 76-105 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. 76-105 attached hereto as Schedule "A", with Graham Bros. Construction Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 25th day of October, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THE CORPORATION OF THE CITY OF BRAMPTON
FORM OF AGREEMENT

CONTRACT # 76-105

This agreement made in quadruplicate this 19th
day of October 19 76.

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 consider-
ation 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 Alexandria Crescent, Alderbury Crescent
and Ashwood Crescent.

(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 and 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 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 (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 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:

THE CONTRACTOR:

THE ENGINEER:

J. F. Curran, P.Eng.
City Engineer
City of Brampton
24 Queen Street East
Brampton, Ontario

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 effect his tender or his acceptance of the work, or that not having so investigated 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.

B. Wash

WITNESS AS TO SIGNATURE OF CONTRACTOR)

Wm. Graham

290 CLARENCE ST.
ADDRESS
BRAMPTON ONT
OCCUPATION GEN. MGR

CORPORATION OF THE CITY OF BRAMPTON

(MAYOR) *James E. Archdekin*

(CLERK) *Kenneth L. Hubbard*

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF TENDER

CONTRACT NO. 76-105

THIS TENDER SUBMITTED BY: GRAHAM BROS. CONSTRUCTION LIMITED
290 CLARENCE ST. BRAMPTON ONT.

ADDRESS: _____

TELEPHONE NUMBER: 453-1200

TO THE MAYOR & 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.

....2../

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 ninety (90) 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 bound, in the form attached hereto, insurance certificate and Workmen's Compensation Board Letter, and properly sign the contract documents in quaduplicate within ten (10) days after being notified so to do. In the event of default of 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 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 CONTINENTAL INSURANCE COMPANY

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 sixty (60) working days from the date of written order to commence work. The Contractor agrees to pay the Corporation one hundred dollars (\$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 \$ 10,000.00

TEN THOUSAND 00/100

is enclosed. Dated at BRAMPTON ONT.

this 5TH day of OCTOBER 1976.

[Signature]
SIGNATURE OF WITNESS

[Signature]
SIGNATURE & SEAL OF TENDERER

SCHEDULE OF QUANTITIES
AND UNIT PRICES

CONTRACT #76-105
STREET UPGRADING
ALDERBURY, ASHWOOD &
ALEXANDRIA CRESCENT

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
PART "A" ALDERBURY CRESCENT						
A1.	Special City 406,314	Supply and install concrete storm sewer pipe (with rubber gasket joints) Class "B" bedding and granular backfill to top of trench				
a.		12" dia. s.s.	245	L.F.	\$ <u>23.00</u> per l.f.	\$ <u>5635.00</u>
A2.	City	Construct manholes including frames, covers, excavation and granular backfill as per Std.#302	130	V.F.	\$ <u>120.00</u> per v.f.	\$ <u>3600.00</u>
A3.	City	Construct catch basins including excavation, frames, grates and granular backfill				
a.		24" square as per Std.#320 and #325	8	EACH	\$ <u>425.00</u> per each	\$ <u>3400.00</u>
b.		Double as per Std.#321 and #325	2	EACH	\$ <u>695.00</u> per each	\$ <u>1390.00</u>

SCHEDULE OF QUANTITIES
AND UNIT PRICES

-5-

CONTRACT #76-105
STREET UPGRADING
ALDERBURY, ASHWOOD &
ALEXANDRIA CRESCENT

ITEM NO	SPEC. NO	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
A3.c.		21" dia. dome type as per Std.#324	1	EACH	\$ <u>375.⁰⁰</u> per each	\$ <u>375.⁰⁰</u>
A4.a.	City Special	10" dia. catchbasin leads including appropriate fitting, Class "B" bedding and granular backfill	30	L.F.	\$ <u>24.⁰⁰</u> per l.f.	\$ <u>720.⁰⁰</u>
A5.	b. City Special 200	8" dia. as above Earth excavation including removal and disposal of existing asphalt driveways within proposed travelled roadway	150	L.F.	\$ <u>23.⁰⁰</u> per l.f.	\$ <u>3450.⁰⁰</u>
A6.		Special subgrade excavation	3,300	L.F.	\$ <u>1.25</u> per l.f.	\$ <u>4125.⁰⁰</u>
A7.	Special 420	Remove and dispose of existing asphalt pavement on roadway	50	C.Y.	\$ <u>2.75</u> per c.y.	\$ <u>137.50</u>
A8.	Special	Bulkhead existing catch basin leads and fill existing catch basins with compacted excavated material where indi- cated on Drawings (frames & grates to City)	2	EACH	\$ <u>125.⁰⁰</u> per each	\$ <u>250.⁰⁰</u>
A9.	314,318 City	Supply, place and compact granular base course				
	a.	Granular "B"	1,450	TON	\$ <u>3.⁰⁰</u> per ton	\$ <u>4350.⁰⁰</u>
	b.	Granular "A"	550	TON	\$ <u>3.70</u> per ton	\$ <u>2035.⁰⁰</u>
	c.	Sand Cushion	100	TON	\$ <u>3.⁰⁰</u> per ton	\$ <u>300.⁰⁰</u>

...6.. /

SCHEDULE OF QUANTITIES
AND UNIT PRICES

-6-

CONTRACT #76-105
STREET UPGRADING
ALDERBURY, ASHWOOD &
ALEXANDRIA CRESCENT

ITEM NO	SPEC. NO	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
A10.	City	Supply and apply water for compaction of granular road base (1,000 gal.= 1 m.g.)	21	M.G.	\$ <u>8.00</u> per m.g.	\$ <u>168.00</u>
A11.	City	Supply and apply calcium chloride	5	TON	\$ <u>125.00</u> per ton	\$ <u>625.00</u>
A12.	City 310	Supply, mix and place hot mix asphalt				
a.		H.L.6	180	TON	\$ <u>15.50</u> per ton	\$ <u>2790.00</u>
b.		H.L.3	500	TON	\$ <u>11.05</u> per ton	\$ <u>5525.00</u>
A13.	9,409 City Special	Construct concrete curb and gutter as per Std.#220	3,300	L.F.	\$ <u>4.25</u> per l.f.	\$ <u>14025.00</u>
A14.	City Special	Supply and place nursery sod including 3" topsoil	3,700	S.Y.	\$ <u>1.25</u> per s.y.	\$ <u>4625.00</u>
A15.	City	Supply and apply water for sod (1,000 = 1 m.g.)	17	M.G.	\$ <u>20.00</u> per m.g.	\$ <u>340.00</u>
A16.	Special	Burn in existing asphalt	56	L.F.	\$ <u>2.00</u> per l.f.	\$ <u>112.00</u>
A17.	(See Information for Tenderers)	Supply Asphalt Cement		PROVISIONAL SUM		\$ <u>3,100.00</u>
A18 a.	City	Adjust existing man-holes to finished grade	8	EACH	\$ <u>75.00</u> per each	\$ <u>600.00</u>
b.		Adjust existing dome catchbasins	4	EACH	\$ <u>75.00</u> per each	\$ <u>300.00</u>
A19.	City	Adjust existing gas and water valves to finished grade	5	EACH	\$ <u>75.00</u> per each	\$ <u>375.00</u>
A20.	Special	Adjust water hydrants to final boulevard elevations	4	EACH	\$ <u>250.00</u> per each	\$ <u>1000.00</u>

SCHEDULE OF QUANTITIES
AND UNIT PRICES

-7-

CONTRACT #76-105
STREET UPGRADING
ALDERBURY, ASHWOOD &
ALEXANDRIA CRESCENT

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
A21.	Special	Remove and dispose of C.S.P. driveway culverts, any size	1,000	L.F.	\$ <u>0.50</u> per l.f.	\$ <u>500.00</u>
A22.	Special	Reinstate driveways from curb				
a.		6" Gran."A" + 2"HL3	650	S.Y.	\$ <u>5.00</u> per s.y.	\$ <u>3250.00</u>
b.		6"-3/4" crushed limestone	45	S.Y.	\$ <u>2.75</u> per s.y.	\$ <u>123.75</u>
A23.	Special	Replace existing 6" dia. cast iron watermain at sewer crossing with material supplied by Region of Peel	1	EACH	\$ <u>450.00</u> per each	\$ <u>450.00</u>
A24.	Special	Supply and place 1500 p.s.i. concrete 5 exclusive of form work		C.Y.	\$ <u>40.00</u> per c.y.	\$ <u>200.00</u>
A25.		Contingency Item (See Information for Tenderers)				\$ <u>8500.00</u>

TOTAL AMOUNT FOR SECTION "A"
ALDERBURY CRESCENT

\$ 76638.75

SCHEDULE OF QUANTITIES
AND UNIT PRICES

-8-

CONTRACT #76-105
STREET UPGRADING
ALDERBURY, ASHWOOD &
ALEXANDRIA CRESCENT

ITEM NO	SPEC. NO	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
PART "B" ALEXANDRIA CRESCENT						
B1.	Special City 406,314	Supply and install concrete storm sewer pipe (with rubber gasket joints) Class "B" Bedding and granular backfill to top of trench				
a.		12" dia. s.s.	353	L.F.	\$ <u>23.⁰⁰</u> per l.f.	\$ <u>8119.⁰⁰</u>
b.		15" dia. s.s.	125	L.F.	\$ <u>24.50</u> per l.f.	\$ <u>3062.⁵⁰</u>
B2.	City	Construct manholes including frames, covers, excavation and granular backfill as per Std. #302	38	V.F.	\$ <u>120.⁰⁰</u> per v.f.	\$ <u>4560.⁰⁰</u>
B3	City	Construct catchbasins including excavation, frames, grates and granular backfill				
a.		24" square as per Std. #320 and #325	8	EACH	\$ <u>425.⁰⁰</u> per each	\$ <u>3400.⁰⁰</u>
b.		Double as per Std. #321 and #325	2	EACH	\$ <u>695.⁰⁰</u> per each	\$ <u>1390.⁰⁰</u>
c.		21" dia. dome type as per Std. #324	2	EACH	\$ <u>375.⁰⁰</u> per each	\$ <u>750.⁰⁰</u>
B4.a.	City Special	10" dia. catchbasin leads including appropriate fitting, Class "B" bedding and granular backfill	10	L.F.	\$ <u>24.⁰⁰</u> per l.f.	\$ <u>240.⁰⁰</u>
b.		8" dia. as above	95	L.F.	\$ <u>23.⁰⁰</u> per l.f.	\$ <u>2185.⁰⁰</u>

...9.. /

SCHEDULE OF QUANTITIES
AND UNIT PRICES

-9-

STREET UPGRADING
CONTRACT #76-105
ALDERBURY, ASHWOOD &
ALEXANDRIA CRESCENT

ITEM NO	SPEC. NO	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
B5.	City Special 200	Earth excavation including removal and disposal of existing asphalt driveways within proposed travelled roadway	3,150	L.F.	\$ <u>1.25</u> per l.f.	\$ <u>3937.50</u> ✓
B6.		Special subgrade excavation	50	C.Y.	\$ <u>2.75</u> per c.y.	\$ <u>137.50</u> ✓
B7.	Special 420	Remove and dispose of existing asphalt pavement on roadway	150	S.Y.	\$ <u>1.75</u> per s.y.	\$ <u>262.50</u> ✓
B8.	Special	Bulkhead existing catch basin leads and fill existing catchbasins with compacted excavated material where indicated on drawings (frames & grates to City)	4	EACH	\$ <u>125.⁰⁰</u> per each	\$ <u>500.⁰⁰</u> ✓
B9.	314,318 City	Supply, place and compact granular base course				
a.		Granular "B"	1,400	TON	\$ <u>3.⁰⁰</u> per ton	\$ <u>4200.⁰⁰</u> ✓
b.		Granular "A"	525	TON	\$ <u>3.70</u> per ton	\$ <u>1942.50</u> ✓
c.		Sand Cushion	100	TON	\$ <u>3.⁰⁰</u> per ton	\$ <u>300.⁰⁰</u> ✓
B10.	City	Supply and apply water for compaction of granular road base (1,000 gal= 1 m.g.)	20	M.G.	\$ <u>8.⁰⁰</u> per m.g.	\$ <u>160.⁰⁰</u> ✓
B11.	City	Supply and apply calcium chloride	5	TON	\$ <u>125.⁰⁰</u> per ton	\$ <u>625.⁰⁰</u> ✓

SCHEDULE OF QUANTITIES
AND UNIT PRICES

-10-

CONTRACT #76-105
STREET UPGRADING
ALDERBURY, ASHWOOD &
ALEXANDRIA CRESCENT

ITEM NO	SPEC. NO	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
B12.	City 310	Supply, mix and place hot mix asphalt				
a.		H.L.6	175	TON	\$ <u>15.50</u> per ton	\$ <u>2712.50</u>
b.		H.L.3	500	TON	\$ <u>11.05</u> per ton	\$ <u>5525.00</u>
B13.	9,409 City Special	Construct concrete curb and gutter as per Std.#220	3,150	L.F.	\$ <u>4.25</u> per l.f.	\$ <u>13387.50</u>
B14.	City Special	Supply and place nursery sod including 3" topsoil	3,500	S.Y.	\$ <u>1.25</u> per s.y.	\$ <u>4375.00</u>
B15.	City	Supply and apply water for sod (1,000 = 1 m.g.)	15	M.G.	\$ <u>20.00</u> per m.g.	\$ <u>300.00</u>
B16.	Special	Burn in existing asphalt	60	L.F.	\$ <u>2.00</u> per l.f.	\$ <u>120.00</u>
B17.	(See Information for Tenderers)	Supply Asphalt Cement			PROVISIONAL SUM	\$ <u>3,100.00</u>
B18.	City	Adjust existing man- holes to finished grade	8	EACH	\$ <u>75.00</u> per each	\$ <u>600.00</u>
B19.	City Special	Adjust existing gas and water valves to finished grade	6	EACH	\$ <u>75.00</u> per each	\$ <u>450.00</u>
B20.	Special	Adjust water hydrants to final boulevard elevations	3	EACH	\$ <u>250.00</u> per each	\$ <u>750.00</u>
B21.	Special	Remove and dispose of C.S.P. driveway culverts, any size	920	L.F.	\$ <u>0.50</u> per l.f.	\$ <u>460.00</u>
B22.	Special	Reinstate driveways from curb				
a.		6" Gran."A" + 2"HL3	580	S.Y.	\$ <u>5.00</u> per s.y.	\$ <u>2900.00</u>

SCHEDULE OF QUANTITIES
AND UNIT PRICES

-11-

CONTRACT #76-105
STREET UPGRADING
ALDERBURY, ASHWOOD &
ALEXANDRIA CRESCENT

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
B22.b.		6"-3/4" crushed limestone	155	S.Y.	\$ <u>2.75</u> per s.y.	\$ <u>426.25</u> ✓
	c.	Concrete	16	S.Y.	\$ <u>14.00</u> per s.y.	\$ <u>224.00</u> ✓
B23.	Special	Replace existing 6" dia. cast iron watermain at sewer crossing with material supplied by Region of Peel	1	EACH	\$ <u>450.00</u> per each	\$ <u>450.00</u> ✓
B24.	Special	Supply and place 1500 p.s.i. concrete exclusive of form work	5	C.Y.	\$ <u>40.00</u> per c.y.	\$ <u>200.00</u> ✓
B25.		Contingency Item (See Information for Tenderers)				\$ <u>8,000.00</u>
TOTAL AMOUNT FOR SECTION "B" ALEXANDRIA CRESCENT						\$ <u>79751.25</u> ✓

SCHEDULE OF QUANTITIES
AND UNIT PRICES

-12-

CONTRACT #76-105
STREET UPGRADING
ALDERBURY, ASHWOOD &
ALEXANDRIA CRESCENT

ITEM NO	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
PART "C" ASHWOOD CRESCENT						
C1.	Special City 406,314	Supply and install concrete storm sewer pipe (with rubber gasket joints) Class "B" Bedding and granular backfill to top of trench				
a.		12" dia. s.s.	487	L.F.	\$ <u>23.⁰⁰</u> per l.f.	\$ <u>11201.⁰⁰</u>
b.		15" dia. s.s.	165	L.F.	\$ <u>24.⁵⁰</u> per l.f.	\$ <u>4042.⁵⁰</u>
C2.	City	Construct manholes including frames, covers, excavation and granular backfill as per Std. #302	40	V.F.	\$ <u>120.⁰⁰</u> per v.f.	\$ <u>4800.⁰⁰</u>
C3.	City	Construct catchbasins including excavation, frames, grates and granular backfill				
a.		24" square as per STD.#320 and #325	6	EACH	\$ <u>425.⁰⁰</u> per each	\$ <u>2550.⁰⁰</u>
b.		Double as per Std.#321 and #325	2	EACH	\$ <u>695.⁰⁰</u> per each	\$ <u>1390.⁰⁰</u>
c.		21" dia. dome type as per Std.#324	3	EACH	\$ <u>375.⁰⁰</u> per each	\$ <u>1125.⁰⁰</u>
C4.a.	City Special	10" dia. catchbasin leads including appropriate fitting, Class "B" bedding and granular backfill	40	L.F.	\$ <u>24.⁰⁰</u> per l.f.	\$ <u>960.⁰⁰</u>
b.		8" dia. as above	165	L.F.	\$ <u>23.⁰⁰</u> per l.f.	\$ <u>3795.⁰⁰</u>

SCHEDULE OF QUANTITIES
AND UNIT PRICES

-13-

CONTRACT #76-105
STREET UPGRADING
ALDERBURY, ASHWOOD &
ALEXANDRIA CRESCENT

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
C5.	City Special 200	Earth excavation including removal and disposal of existing asphalt driveways within proposed travelled roadway	3,500	L.F.	\$ <u>1.25</u> per l.f.	\$ <u>4375.⁰⁰</u>
C6.		Special subgrade excavation	50	C.Y.	\$ <u>2.75</u> per c.y.	\$ <u>137.50⁰⁰</u>
C7.	Special 420	Remove and dispose of existing asphalt	150	S.Y.	\$ <u>1.75</u> per s.y.	\$ <u>262.50</u>
C8.	Special	Bulkhead existing catchbasin leads and fill existing catchbasins with compacted excavated material where indicated on drawings (frames and grates, to City)	5	EACH	\$ <u>125.⁰⁰</u> per each	\$ <u>625.⁰⁰</u>
C9.	314,318 City	Supply, place and compact granular base course				
	a.	Granular "B"	1,500	TON	\$ <u>3.⁰⁰</u> per ton	\$ <u>4500.⁰⁰</u>
	b.	Granular "A"	550	TON	\$ <u>3.70</u> per ton	\$ <u>2035.⁰⁰</u>
	c.	Sand Cushion	100	TON	\$ <u>3.⁰⁰</u> per ton	\$ <u>300.⁰⁰</u>
C10.	City	Supply and apply water for compaction of granular road base (1,000 gal.= 1 m.g.)	21	M.G.	\$ <u>8.⁰⁰</u> per m.g.	\$ <u>168.⁰⁰</u>
C11.	City	Supply and apply calcium chloride	5	TON	\$ <u>125.⁰⁰</u> per ton	\$ <u>625.⁰⁰</u>

...14.. /

SCHEDULE OF QUANTITIES
AND UNIT PRICES

-14-

CONTRACT #76-105
STREET UPGRADING
ALDERBURY, ASHWOOD &
ALEXANDRIA CRESCENT

ITEM NO	SPEC. NO	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
C12.	City 310	Supply, mix and place hot mix asphalt				
a.		H.L.6	200	TON	\$ <u>15.50</u> per ton	\$ <u>3100.00</u>
b.		H.L.3	550	TON	\$ <u>11.05</u> per ton	\$ <u>6077.50</u>
C13.	9,409 City Special	Construct concrete curb and gutter as per Std. #220	3,500	L.F.	\$ <u>4.25</u> per l.f.	\$ <u>14875.00</u>
C14.	City Special	Supply and place nursery sod including 3" topsoil	3,900	S.Y.	\$ <u>1.25</u> per s.y.	\$ <u>4875.00</u>
C15.	City	Supply and apply water for sod (1,000 = 1 m.g.)	18	M.G.	\$ <u>20.00</u> per m.g.	\$ <u>360.00</u>
C16.	Special	Burn in existing asphalt	60	L.F.	\$ <u>2.00</u> per l.f.	\$ <u>120.00</u>
C17.	(See Information for Tenderers)	Supply Asphalt Cement			PROVISIONAL SUM	\$ <u>3,400.00</u>
C18.	City	Adjust existing man holes to finished grade	9	EACH	\$ <u>75.00</u> per each	\$ <u>675.00</u>
C19.	City Special	Adjust existing gas and water valves to finished grade	5	EACH	\$ <u>75.00</u> per each	\$ <u>375.00</u>
C20.	Special	Adjust water hydrants to final boulevard elevations	4	EACH	\$ <u>250.00</u> per each	\$ <u>1000.00</u>
C21.	Special	Remove and dispose of C.S.P. Driveway Culverts, any size	1,200	L.F.	\$ <u>0.50</u> per l.f.	\$ <u>600.00</u>
C22.	Special	Reinstate driveways from curb				
a.		6" Gran. "A" + 2" HL3	845	S.Y.	\$ <u>5.00</u> per s.y.	\$ <u>4225.00</u>

SCHEDULE OF QUANTITIES
AND UNIT PRICES

-15-

CONTRACT #76-105
STREET UPGRADING
ALDERBURY, ASHWOOD &
ALEXANDRIA CRESCENT

ITEM SPEC. NO. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
C22.b.	Concrete	11	S.Y.	\$ <u>14,00</u> per s.y.	\$ <u>154,00</u> ✓
C23. Special	Replace existing 6" dia. cast iron watermain at sewer crossing with material supplied by Region of Peel	1	EACH	\$ <u>450,00</u> per each	\$ <u>450,00</u> ✓
C24. Special	Supply and place 1500 p.s.i. concrete exclusive of form work	5	C.Y.	\$ <u>40,00</u> per c.y.	\$ <u>200,00</u> ✓
C25.	Contingency Item (See Information for Tenderers)				\$ <u>9,000.00</u>
TOTAL AMOUNT FOR SECTION "C" ASHWOOD CRESCENT					\$ <u>92,378.00</u>

RECAPITULATION :

TOTAL AMOUNT SECTION "A" ALDERBURY CRESCENT	\$ <u>76,638.75</u>
TOTAL AMOUNT SECTION "B" ALEXANDRIA CRESCENT	\$ <u>79,751.75</u>
TOTAL AMOUNT SECTION "C" ASHWOOD CRESCENT	\$ <u>92,378.00</u>
TOTAL AMOUNT FOR CONTRACT #76-105	\$ <u>248,768.50</u> ✓

W.R.
11.15.76

PERFORMANCE AND MAINTENANCE BOND

Bond No. BND 207 21 36 Account _____ Contract 76-105

KNOW ALL MEN BY THESE PRESENTS, that we _____
GRAHAM BROS. CONSTRUCTION LIMITED (the Contractor)

hereinafter called 'the Principal', and

THE CONTINENTAL INSURANCE 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 Oblige', its successors and assigns, in the sum of \$248,768.50 of lawful money of Canada, to be paid unto the Oblige, 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
14th of October 19 76.

Whereas by an Agreement in writing dated the 19th day of October 19 76 the Principal has entered into a contract with the Oblige, hereinafter called the 'Contract', for the construction, alteration, repair, or maintenance of: _____

Street Upgrading of Alexandria Crescent, Alderbury Crescent and Ashwood Crescent

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 Oblige and shall at all times fully indemnify and keep indemnified the Oblige 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 Oblige for all outlay, expense liabilities, or payments incurred or undertaken to be made by the Oblige 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

[Signature]
Witness Signs here

[Signature]
Principal signs here and seal where applicable

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

[Signature]
Witness signs here

THE CONTINENTAL INSURANCE COMPANY

[Signature]
M. Scott, Attorney.
Surety Company Officer
signs here with seal

CERTIFICATE OF LIABILITY INSURANCE

INSURANCE COMPANY THE CONTINENTAL INSURANCE COMPANY

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

has comprehensive liability insurance in this company under
Policy Number 3-192897 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 (one (1)
million) \$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.

This policy expires on DECEMBER 31, 1976

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

Re: CONTRACT NO. 76-105 - Street Upgrading of Alexandria Crescent,
Alderbury Crescent and Ashwood Crescent.

DATE October 20, 1976

COUNTERSIGNED *[Signature]*

PASSED October 25th 19 76



BY-LAW

No. 221-76

A By-law to authorize the execution
of Contract #76-105 with Graham Bros.
Construction Limited. (STREET UP-
GRADING OF ALEXANDRIA CRESCENT,
ALDERBURY CRESCENT, AND ASHWOOD CRESCENT.)



M 7758

Ontario Municipal Board

SCHEDULE "A"

to the Order of the Ontario Municipal Board
made on the 28th day of February, 1977

1. Bounded on the north by Church Street West, the rear of properties on the north side of Nelson Street East, Union Street and the south limit of the Canadian National Railway right-of-way;
2. bounded on the east and south by the rear of the properties that front on to the south side of Queen Street East, Wellington Street East and Wellington Street West, and
3. bounded on the west by the rear of properties that front onto George Street South, Queen Street West and George Street North.