



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 222-76

A By-law to authorize the execution of Contract #76-106 with Graham Bros. Construction Limited. (STREET UP-GRADING ON ELLIOTT STREET, WOODWARD AVENUE, AND MEADOWLAND DRIVE.

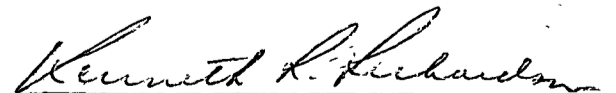
WHEREAS it is deemed expedient to enter into and execute Contract #76-106 with Graham Bros. Construction Limited.

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. 76-106 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. 76-106 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 # 76-106

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 on Elliott Street, Woodward Avenue, and
Meadowland Drive.

(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

Tom Sudon


290 CLARENCE ST.
ADDRESS
BRAMPTON ONT.
OCCUPATION
GEN. MGR.

CORPORATION OF THE CITY OF BRAMPTON

(MAYOR) James E. Archibald
(CLERK) Kenneth R. Leckie

3. FORM OF TENDER INCLUDING
SCHEDULE OF QUANTITIES AND UNIT PRICES

CONTRACT #76-106

STREET UPGRADING

SCHEDULE OF QUANTITIES
AND UNIT PRICES

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
C9.	314, City	Supply, place and compact granular base course				
a.		Granular "B"	2300	TON	\$ <u>240^{cc}</u> per ton	\$ <u>5520^{cc}</u> ✓
b.		Granular "A"	1450	TON	\$ <u>310^{cc}</u> per ton	\$ <u>4495^{cc}</u> ✓
c.		Sand Cushion	100	TON	\$ <u>240^{cc}</u> per ton	\$ <u>240^{cc}</u> ✓
C10.	City	Supply and apply water for compaction of base course (1 m.g.=1,000 gal.)	35	M.G.	\$ <u>8^{cc}</u> per m.g.	\$ <u>280^{cc}</u> ✓
C11.	City	Supply and apply calcium chloride	5	TON	\$ <u>125^{cc}</u> per ton	\$ <u>625^{cc}</u> ✓
C12.	310 City	Supply, mix and place hot-mix, hot-laid asphalt				
a.		H.L.6	400	TON	\$ <u>1075^{cc}</u> per ton	\$ <u>4300^{cc}</u> ✓
b.		H.L.3	450	TON	\$ <u>1180^{cc}</u> per ton	\$ <u>5310^{cc}</u> ✓
C13.	City, 9,409 Special	Construct concrete curb and gutter as per Std.#220	2600	L.F.	\$ <u>425^{cc}</u> per l.f.	\$ <u>11,050^{cc}</u> ✓
C14.	Special	Remove existing concrete sidewalk where indicated on drawings (1 s.f.=1 i.f.)	20	L.F.	\$ <u>150^{cc}</u> per i.f.	\$ <u>30^{cc}</u> ✓
C15.	City, Special	Construct concrete sidewalk as per Std. #225 (5 s.f.=1 i.f.)	80	L.F.	\$ <u>550^{cc}</u> per i.f.	\$ <u>440^{cc}</u> ✓
C16.	City, 411 Special	Supply and place nursery sod including 3" topsoil	3500	S.Y.	\$ <u>125^{cc}</u> per s.y.	\$ <u>4375^{cc}</u> ✓
C17.	City	Supply & apply water for sod (1 m.g.=1,000 gal.)	12	M.G.	\$ <u>20^{cc}</u> per m.g.	\$ <u>240^{cc}</u> ✓
C18.	Special	Reinstate driveways from curb				
a.		6" gran.A + 2" H.L.3	750	S.Y.	\$ <u>5^{cc}</u> per s.y.	\$ <u>3750^{cc}</u> ✓

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF TENDER

CONTRACT NO. 76-106

THIS TENDER SUBMITTED BY: GRAHAM BROS. CONSTRUCTION LIMITED

290 CLARENCE STREET.

ADDRESS: BRAMPTON

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 quadruplicate within ten (10) working 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 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 dollares (\$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 specifiéd above.

A certified cheque in the amount of \$ 25,000⁰⁰
TWENTY FIVE THOUSAND 00/100
is enclosed. Dated at BRANFORD
this 27th day of ~~DECEMBER~~ SEPTEMBER 1976.

[Signature]
SIGNATURE OF WITNESS

[Signature]
SIGNATURE & SEAL OF TENDERER

THE CORPORATION OF THE CITY OF BRANSON
Street Upgrading on Elliott Street
Woodward Avenue and Meadowland Drive

Contract #76-106
Addendum #1

September 14th, 1976

Tenderers shall note that on Drawing No. G4-71, Sheet 1, the length of 18"Ø diameter storm sewer should be 268' not 294'.
On Drawing G4-71-Sheet 2, the 266' of 15" diameter storm sewer should be "268' of 18" diameter concrete pipe. A.S.T.M. C76-Class II, Class "B" bedding".

Tenderers shall replace page number 10 in the Schedule of Quantities and Unit Prices with the attached revised Page 10. Please note changes in Item C1(a) and (b).

Tenderers shall note that the required pipe strength are as indicated on the attached page 10 notwithstanding any information given on the Drawings.

This addendum shall be signed by the Tenderer or a duly authorized representative and the addendum attached to the Form of Tender.

Sept. 22/76

DATE

Wm. S. S. S.

SIGNATURE 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 shall 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
<u>PART "A" ELLIOTT STREET</u>						
A1.	City Special	Supply and install concrete storm sewer pipe (with rubber gasket joints), Class "B" bedding and granular backfill to top of trench				
a.		15" dia. Ci.s.s.	55	L.F.	\$ <u>28.⁵⁰</u> per i.f.	\$ <u>1567.⁵⁰</u> ✓
b.		21" dia. Ci.II	45	L.F.	\$ <u>41.²⁵</u> per i.f.	\$ <u>1856.²⁵</u> ✓
c.		27" dia. Ci.II	455	L.F.	\$ <u>60.⁶⁵</u> per i.f.	\$ <u>27595.⁷⁵</u> ✓
A2.	City Special	Construct manholes including excavation, granular backfill, frames and covers				
a.		As per Std. #302	40	V.F.	\$ <u>120.⁰⁰</u> per v.f.	\$ <u>4800.⁰⁰</u> ✓
A3.	City	Construct catch-basins including excavation, frames, grates and granular backfill				
a.		Double as per Std#321 and 325	4	EACH	\$ <u>695.⁰⁰</u> per each	\$ <u>2780.⁰⁰</u> ✓
b.		24" square as per Std.#320 & 325	1	EACH	\$ <u>425.⁰⁰</u> per each	\$ <u>425.⁰⁰</u> ✓

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
A3.c.		Pyramid type as per Std.#328	2	EACH	\$ <u>475⁰⁰</u> per each	\$ <u>950⁰⁰</u>
d.		Dome type as per Std.#324	1	EACH	\$ <u>375⁰⁰</u> per each	\$ <u>375⁰⁰</u>
A4.	City Special	Catchbasin leads including appropriate fitting, Class "B" bedding and granular backfill				
a.		8" dia. S.S.	25	L.F.	\$ <u>23⁰⁰</u> per l.f.	\$ <u>575⁰⁰</u> ✓
b.		10" dia. S.S.	110	L.F.	\$ <u>24⁰⁰</u> per l.f.	\$ <u>2640⁰⁰</u> ✓
A5.	Special	Break into existing manhole at Harold Street	1	EACH	\$ <u>350⁰⁰</u> per each	\$ <u>350⁰⁰</u> ✓
A6.a.	Special	Remove existing catchbasins and plug existing pipe where shown on drawings (frames and grates to City yard)	2	EACH	\$ <u>175⁰⁰</u> per each	\$ <u>350⁰⁰</u> ✓
b.		Replace catchbasin with manhole top	1	EACH	\$ <u>200⁰⁰</u> per each	\$ <u>200⁰⁰</u> ✓
A7.	City Special 200	Earth excavation to subgrade including culvert removal, removal of pipe drains and removal and grubbing of trees and shrubs as required	1800	C.Y.	\$ <u>2⁰⁰</u> per c.y.	\$ <u>3600⁰⁰</u> ✓
A8.	City	Special subgrade	25	C.Y.	\$ <u>2.75</u> per c.y.	\$ <u>68.75</u> ✓
A9.	City 314	Supply, place and compact granular base course				
a.		Granular "B"	1550	TONS	\$ <u>2.40</u> per ton	\$ <u>3720⁰⁰</u> ✓
b.		Granular "A"	950	TONS	\$ <u>3.10</u> per ton	\$ <u>2945⁰⁰</u> ✓
c.		Sand Cushion	50	TONS	\$ <u>2.40</u> per ton	\$ <u>120⁰⁰</u> ✓

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
A10.	City	Supply and apply water for compaction of base course (1 m.g.= 1,000 gal.)	20	M.G.	\$ <u>8⁰⁰</u> per m.g.	\$ <u>160⁰⁰</u>
A11.	City	Supply and apply calcium chloride	5	TON	\$ <u>125⁰⁰</u> per ton	\$ <u>625⁰⁰</u>
A12.	310 City	Supply, mix and place hot-mix hot-laid asphalt				
a.		H.L.6	250	TON	\$ <u>10⁷⁵</u> per ton	\$ <u>2687.50</u>
b.		H.L.3	250	TON	\$ <u>11.80</u> per ton	\$ <u>2950⁰⁰</u>
A13.	City 9,409 Special	Construct concrete curb and gutter as per Std.#220	1620	L.F.	\$ <u>4.25</u> per l.f.	\$ <u>6885⁰⁰</u>
A14.	Special	Remove existing concrete sidewalk where indicated on drawings (5 s.f.= 1 l.f.)	10	L.F.	\$ <u>1.50</u> per l.f.	\$ <u>15⁰⁰</u>
A15.	City Special	Construct concrete sidewalk as per Std.#225 (5 s.f.= 1 l.f.)	100	L.F.	\$ <u>5.50</u> per l.f.	\$ <u>550⁰⁰</u>
A16.	City Special 411&4115	Supply and place nursery sod including 3"topsoil	1500	S.Y.	\$ <u>1.25</u> per s.y.	\$ <u>1875⁰⁰</u>
A17.	City	Supply and apply water for sod (1m.g.=1,000 gal.)	10	M.G.	\$ <u>20⁰⁰</u> per m.g.	\$ <u>200⁰⁰</u>
A18.	Special	Reinstate driveways from curb				
a.		6" gran.A+2"H.L.3	145	S.Y.	\$ <u>5⁰⁰</u> per s.y.	\$ <u>725⁰⁰</u>
b.		6"-3/4" crushed limestone	10	S.Y.	\$ <u>2.75</u> per s.y.	\$ <u>27.50</u>
c.		6" concrete	6	S.Y.	\$ <u>14⁰⁰</u> per s.y.	\$ <u>84⁰⁰</u>
A19.	Special	Burn in existing asphalt	75	L.F.	\$ <u>2⁰⁰</u> per l.f.	\$ <u>150⁰⁰</u>
A20.		SUPPLY ASPHALT CEMENT (See Information for Tenderers)		PROVISIONAL SUM		\$ <u>2,250.00</u>

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
A21.	City	Adjust existing manhole and valve chambers to finished grade	2	EACH	\$ <u>75⁰⁰</u> per each	\$ <u>150⁰⁰</u> ✓
A22.	City Special	Adjust existing gas and water valves to finished grade	2	EACH	\$ <u>75⁰⁰</u> per each	\$ <u>150⁰⁰</u> ✓
A23.	Special	Lower existing water services	30	L.F.	\$ <u>7⁰⁰</u> per l.f.	\$ <u>210⁰⁰</u> ✓
A24.	Special	Replace existing castiron watermain at catchbasin lead crossings with material supplied by Region of Peel	1	EACH	\$ <u>450⁰⁰</u> per each	\$ <u>450⁰⁰</u> ✓
A25.	Special	Supply and place 1500 p.s.i. concrete exclusive of form work	5	C.Y.	\$ <u>40⁰⁰</u> per c.y.	\$ <u>200⁰⁰</u> ✓
A26.		Contingency Item (See Information for Tenderers)				\$ <u>5,000.00</u> ✓
TOTAL AMOUNT FOR PART "A" ELLIOTT STREET						\$ <u>80,267.25</u> ✓

PART "B" WOODWARD AVENUE

B1.	Special City	Supply and install concrete storm sewer pipe (with rubber gasket joints) Class "B" bedding and granular backfill to top of trench				
a.		18" dia. Ci.II	175	L.F.	\$ <u>35⁴⁰</u> per l.f.	\$ <u>6195⁰⁰</u> ✓
b.		24" dia. Ci.II	555	L.F.	\$ <u>42³⁰</u> per l.f.	\$ <u>23476⁵⁰</u> ✓
B2.	City Special	Construct manholes including excavation frames, covers and granular backfill as per Std.#302	30	V.F.	\$ <u>120⁰⁰</u> per v.f.	\$ <u>3600⁰⁰</u> ✓

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
B3.	City	Construct catchbasins including excavation, frames, grates and granular backfill				
a.		24" square as per Std. #320 & 325	2	EACH	\$ <u>425⁰⁰</u> per each	\$ <u>850⁰⁰</u> ✓
b.		Double precast as per Std. #321 & 325	4	EACH	\$ <u>695⁰⁰</u> per each	\$ <u>2780⁰⁰</u> ✓
c.		Dome type as per Std. #324	4	EACH	\$ <u>375⁰⁰</u> per each	\$ <u>1500⁰⁰</u> ✓
B4.	City Special	Catchbasin leads including appropriate fitting, Class "B" bedding and granular backfill				
a.		8" dia. S.S.	175	L.F.	\$ <u>23⁰⁰</u> per i.f.	\$ <u>4025⁰⁰</u> ✓
b.		10" dia. S.S.	100	L.F.	\$ <u>24⁰⁰</u> per i.f.	\$ <u>2400⁰⁰</u> ✓
B5.	City Special	Earth excavation to subgrade including culvert removal and grubbing of trees and shrubs as required	2800	C.Y.	\$ <u>2⁰⁰</u> per c.y.	\$ <u>5600⁰⁰</u> ✓
B6.	City	Special Subgrade excavation	25	C.Y.	\$ <u>275</u> per c.y.	\$ <u>6875</u> ✓
B7.	314, City	Supply, place and compact granular base course				
a.		Granular "B"	1750	TON	\$ <u>240</u> per ton	\$ <u>4200⁰⁰</u> ✓
b.		Granular "A"	1100	TON	\$ <u>310</u> per ton	\$ <u>3410⁰⁰</u> ✓
c.		Sand Cushion	50	TON	\$ <u>240</u> per ton	\$ <u>1200⁰⁰</u> ✓
B8.	City	Supply and apply water for compaction of base course (im.g.=1,000 gal.)	30	M.G.	\$ <u>8⁰⁰</u> per m.g.	\$ <u>240⁰⁰</u> ✓

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
B9.	City	Supply and apply calcium chloride	5	TON	\$ <u>125⁰⁰</u> per ton	\$ <u>625⁰⁰</u> ✓
B10.	310 City	Supply, mix and place hot-mix, hot-laid asphalt				
a.		H.L.6	300	TON	\$ <u>10.75</u> per ton	\$ <u>3225⁰⁰</u> ✓
b.		H.L.3	300	TON	\$ <u>11.80</u> per ton	\$ <u>3540⁰⁰</u> ✓
B11.	City 9,409 Special	Construct concrete curb and gutter as per Std.#220	2100	L.F.	\$ <u>4.25</u> per l.f.	\$ <u>8925⁰⁰</u> ✓
B12.	City	Construct concrete sidewalk as per Std.#225 (5 s.f.= 1 l.f.)	1125	L.F.	\$ <u>5.50</u> per l.f.	\$ <u>6187.50</u> ✓
B13.	City Special 411,4115	Supply and place nursery sod including 3" topsoil	1500	S.Y.	\$ <u>1.25</u> per s.y.	\$ <u>1875⁰⁰</u> ✓
B14.	City	Supply and apply water for sod (1m.g.=1,000 gal.)	12	M.G.	\$ <u>20⁰⁰</u> per m.g.	\$ <u>240⁰⁰</u> ✓
B15.	Special	Reinstate driveways from curb				
a.		6"Gran.A+2"H.L.3	500	S.Y.	\$ <u>5⁰⁰</u> per s.y.	\$ <u>2500⁰⁰</u> ✓
b.		6"-3/4" crushed limestone	80	S.Y.	\$ <u>2.75</u> per s.y.	\$ <u>220⁰⁰</u> ✓
B16.	Special	Burn in existing asphalt	60	L.F.	\$ <u>2⁰⁰</u> per l.f.	\$ <u>120⁰⁰</u> ✓
B17.	(See Information for Tenderers)	Supply Asphalt Cement		PROVISIONAL SUM		\$ <u>2,700.00</u> ✓
B18.	City	Adjust existing man-holes and valve chambers to finished elevations	4	EACH	\$ <u>75⁰⁰</u> per each	\$ <u>300⁰⁰</u> ✓

SCHEDULE OF QUANTITIES
AND UNIT PRICES

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
B19.	City Special	Adjust existing gas and water valves to finished grade	4	EACH	\$ <u>75⁰⁰</u> per each	\$ <u>300⁰⁰</u> ✓
B20.	Special	Lower existing water services	30	L.F.	\$ <u>7⁰⁰</u> per l.f.	\$ <u>210⁰⁰</u> ✓
B21.	Special	Replace existing cast-iron watermain at sewer crossings and catchbasin leads crossings with material supplied by Region of Peel	5	EACH	\$ <u>450⁰⁰</u>	\$ <u>2250⁰⁰</u> ✓
B22.	Special	Adjust existing hydrants to finished grade	2	EACH	\$ <u>250⁰⁰</u> per each	\$ <u>500⁰⁰</u> ✓
B23.	Special	Supply and place 1500 p.s.i. concrete exclusive of form work	5	C.Y.	\$ <u>40⁰⁰</u> per c.y.	\$ <u>200⁰⁰</u> ✓
B24.		Contingency Item See Information for Tenderers				\$6,500.00 ✓
TOTAL AMOUNT FOR PART "B" WOODWARD AVENUE						\$ <u>98,882⁰⁰</u> ✓

PART "C" MEADOWLAND DRIVE

Cl.	Special City	Supply and install concrete storm sewer pipe (with rubber gasket joints) Class "B" bedding and granular backfill to top of trench				
a.		15" dia. Cl.S.S.	383	L.F.	\$ <u>24.³⁵</u> per l.f.	\$ <u>9326.⁰⁵</u> ✓
b.		18" dia. Cl.II	268	L.F.	\$ <u>24.⁶⁰</u> per l.f.	\$ <u>6592⁰⁰</u> ✓
c.		21" dia. Cl.II	205	L.F.	\$ <u>76.⁵⁰</u> per l.f.	\$ <u>15,682⁵⁰</u> ✓
d.		21" dia. Cl.II-Cl."A" Bedding	210	L.F.	\$ <u>53.⁰⁵</u> per l.f.	\$ <u>11,140.⁵⁰</u> ✓

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
C2.	City Special	Construct manholes including excavation, frames, covers and granular backfill as per Std.#302	32	V.F.	\$ <u>120⁰⁰</u> per v.f.	\$ <u>3840⁰⁰</u> ✓
C3.		Construct outfall structure as per Std.#331 and #335	2	EACH	\$ <u>3500⁰⁰</u> per each	\$ <u>7000⁰⁰</u> ✓
C4.	City	Construct catchbasins including excavation, frames, grates and granular backfill				
a.		24" square as per Std.#320 and 325	3	EACH	\$ <u>425⁰⁰</u> per each	\$ <u>1275⁰⁰</u> ✓
b.		Double precast as per Std.#321&325	4	EACH	\$ <u>695⁰⁰</u> per each	\$ <u>2780⁰⁰</u> ✓
c.		Dome type as per Std.#324	1	EACH	\$ <u>375⁰⁰</u> per each	\$ <u>375⁰⁰</u> ✓
C5.	City Special	Catchbasin leads including appropriate fitting, Class "B" bedding and granular backfill				
a.		8" dia.S.S.	50	L.F.	\$ <u>23⁰⁰</u> per l.f.	\$ <u>1150⁰⁰</u> ✓
b.		10" dia. S.S.	70	L.F.	\$ <u>24⁰⁰</u> per l.f.	\$ <u>1680⁰⁰</u> ✓
C6.	Special	Remove existing catchbasins and plug existing leads where indicated on drawings (frames and grates to City)	4	EACH	\$ <u>175⁰⁰</u> per each	\$ <u>700⁰⁰</u> ✓
C7.	City Special	Earth excavation to subgrade including culvert removal and removal and grubbing of trees and shrubs as required	3000	C.Y.	\$ <u>2⁰⁰</u> per c.y.	\$ <u>6000⁰⁰</u> ✓
C8.	City	Special subgrade excavation	50	C.Y.	\$ <u>275</u> per c.y.	\$ <u>13750⁰⁰</u> ✓

SCHEDULE OF QUANTITIES
AND UNIT PRICES

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
C9.	314, City	Supply, place and compact granular base course				
a.		Granular "B"	2300	TON	\$ <u>2.40</u> per ton	\$ <u>5520^{cc}</u> ✓
b.		Granular "A"	1450	TON	\$ <u>3.10</u> per ton	\$ <u>4495^{cc}</u> ✓
c.		Sand Cushion	100	TON	\$ <u>2.40</u> per ton	\$ <u>240^{cc}</u> ✓
Ci0.	City	Supply and apply water for compaction of base course (1 m.g.=1,000 gal.)	35	M.G.	\$ <u>8^{cc}</u> per m.g.	\$ <u>280^{cc}</u> ✓
Ci1.	City	Supply and apply calcium chloride	5	TON	\$ <u>1.25^{cc}</u> per ton	\$ <u>6.25^{cc}</u> ✓
Ci2.	310 City	Supply, mix and place hot-mix, hot-laid asphalt				
a.		H.L.6	400	TON	\$ <u>10.75</u> per ton	\$ <u>4300^{cc}</u> ✓
b.		H.L.3	450	TON	\$ <u>11.80</u> per ton	\$ <u>5310^{cc}</u> ✓
Ci3.	City, 9,409 Special	Construct concrete curb and gutter as per Std.#220	2600	L.F.	\$ <u>4.25</u> per i.f.	\$ <u>11,050^{cc}</u> ✓
Ci4.	Special	Remove existing concrete sidewalk where indicated on drawings (1 s.f.=1 i.f.)	20	L.F.	\$ <u>1.50</u> per i.f.	\$ <u>30^{cc}</u> ✓
Ci5.	City, Special	Construct concrete sidewalk as per Std. #225 (5 s.f.=1 i.f.)	80	L.F.	\$ <u>5.50</u> per i.f.	\$ <u>440^{cc}</u> ✓
Ci6.	City, 411 Special	Supply and place nursery sod including 3" topsoil	3500	S.Y.	\$ <u>1.25</u> per s.y.	\$ <u>4375^{cc}</u> ✓
Ci7.	City	Supply & apply water for sod (1 m.g.=1,000 gal.)	12	M.G.	\$ <u>20^{cc}</u> per m.g.	\$ <u>240^{cc}</u> ✓
Ci8.	Special	Reinstate driveways from curb				
a.		6" gran.A + 2" H.L.3	750	S.Y.	\$ <u>5^{cc}</u> per s.y.	\$ <u>3750^{cc}</u> ✓

SCHEDULE OF QUANTITIES
AND UNIT PRICES

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
C19.	Special	Burn in existing asphalt	60	L.F.	\$ <u>2⁰⁰</u> per l.f.	\$ <u>120⁰⁰</u> ✓
C20.		Supply Asphalt Cement See Information for Tenderers		PROVISIONAL SUM		\$ <u>3,750.00</u> ✓
C21.	City	Adjust existing man-holes and valve chambers to finished grade	4	EACH	\$ <u>75⁰⁰</u> per each	\$ <u>300⁰⁰</u> ✓
C22.	Special	Lower existing water services	50	L.F.	\$ <u>7⁰⁰</u> per l.f.	\$ <u>350⁰⁰</u> ✓
C23.	Special	Supply and place 1500 p.s.i. concrete exclusive of the form work	5	C.Y.	\$ <u>40⁰⁰</u> per c.y.	\$ <u>200⁰⁰</u> ✓
C24.		Contingency Item See Information for Tenderers				\$ <u>7,500.00</u>
TOTAL AMOUNT FOR PART "C" MEADOWLAND DRIVE						\$ <u>120,554.</u> ✓

RECAPITULATION

PART "A" ELLIOTT STREET	\$ <u>80,262.²⁵</u>
PART "B" WOODWARD AVENUE	\$ <u>98,882.¹⁵</u>
PART "C" MEADOWLAND DRIVE	\$ <u>120,554.³⁵</u>
TOTAL AMOUNT - 76-106	\$ <u>299,699.³⁵</u> ✓

5. LIST OF SUB-CONTRACTORS

CONTRACT #76-106

STREET UPGRADING

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

CONTRACT NO. 76-106

LIST OF SUB-CONTRACTORS

The tenderer submits the following list of sub-contractors whom he proposes to use and he understands that no additions or changes to this list will be permitted after the closing date of the tenders.

SUB-CONTRACTORS	ADDRESS	TRADE & NATURE OF WORK
NIL.		

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. 76-106 - Street Upgrading on Elliott Street,
Woodward Avenue and Meadowland Drive.

DATE October 20, 1976

COUNTERSIGNED *[Signature]*

PERFORMANCE AND MAINTENANCE BOND

Bond No. BND 207 15 85 Account _____ Contract 76-106

KNOW ALL MEN BY THESE PRESENTS, that we _____
(the Contractor)

GRAHAM BROS. CONSTRUCTION LIMITED

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 Obligee', its successors and assigns, in the sum of \$299,699.35 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

1st 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 Obligee, hereinafter called the 'Contract', for the construction, alteration, repair, or maintenance of: _____

upgrading of Elliott Street, Meadowland Avenue and Woodward Avenue

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 or 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.

.....2/

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

Benally
Witness Signs here

John S. ...
Principal signs here and seal where applicable

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

Sheryl
Witness signs here

THE CONTINENTAL INSURANCE COMPANY
M. Scott
M. Scott Attorney
Surety Company Officer signs here with seal



M 7758

Ontario Municipal Board

IN THE MATTER OF Section 361
of The Municipal Act (R.S.O.
1970, c. 284),

- and -

IN THE MATTER OF an application
by The Corporation of the City
of Brampton for approval of its
By-law 220-76 passed on the 14th
day of February, 1977, being a
by-law to designate a certain
area as an Improvement Area

B E F O R E :

W. SHUB, Q.C.,
Chairman

-and-

A. H. ARRELL, Q.C.,
Vice-Chairman

} Monday, the 28th day of
February, 1977

THE BOARD ORDERS, under and in pursuance of the legis-
lation hereinbefore referred to and of any and all other
powers vested in the Board, that this application be and
the same is hereby granted, and that By-law 220-76 passed
by the Council of the Corporation of the City of Brampton
on the 14th day of February, 1977, designating the area
described in Schedule "A" attached hereto, as an Improvement
Area, be and the same is hereby approved.



K. C. ANDREWS
SECRETARY

ENTERED	
O. B. No.....	M.77-1
Folio No.....	14
MAR 21 1977	
SECRETARY, ONTARIO MUNICIPAL BOARD	

PASSED October 25th 1976



BY-LAW

No. 222-76

A By-law to authorize the execution of Contract #76-106 with Graham Bros. Construction Limited. (STREET UP-GRADING ON ELLIOTT STREET, WOODWARD AVENUE, AND MEADOWLAND DRIVE.