



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 69-77

A By-law to authorize the execution
of Contract #77-1 with Argus Refrigeration
& Air-Conditioning Limited.
(AIR-CONDITIONING FOR HOWDEN & GREENBRIAR
RECREATION CENTRES)

WHEREAS it is deemed expedient to enter into and
execute Contract No. 77-1 with Argus Refrigeration
& Air-Conditioning 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. 77-1 with Argus Refrigeration &
Air-Conditioning 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. 77-1, attached hereto as Schedule "A", with
Argus Refrigeration & Air-Conditioning Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 28th day of March, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

This Agreement made in Quadruplicate this 18th day of March, 1977

BETWEEN:

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

-AND-

ARGUS REFRIGERATION & AIR-CONDITIONING 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:

Air Conditioning for Howden and Greenbriar
Recreation Centres

CPA
(B) The contractor shall, except as otherwise specifically provided, at his own expense provide all and every kind of labour, machinery, plant, structures, ~~roads, ways,~~ 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 Director of Parks and Recreation, 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 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 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 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 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

Thirty-seven thousand, two hundred dollars

DOLLARS (\$37,200.00)

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 Director, Parks and Recreation, 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 Director, Parks and Recreation at the following addresses:

THE CONTRACTOR:

Argus Refrigeration & Air-
Conditioning Limited
4 Blair Drive
Bramalea, Ontario
L6T 2H6

THE DIRECTOR, PARKS AND RECREATION:

D. M. Gordon,
Director, Parks and Recreation,
City of Brampton
150 Central Park Drive
Bramalea, Ontario

ARTICLE 6

A copy of each of the Contract documents is hereto annexed and together with the Specs 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 the contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Corporation shall be the only covenants and agreements upon which any rights against the Corporation may be founded.

ARTICLE 8

Time shall be deemed the essence of this contract.

ARTICLE 9

The Contractor declares that in tendering for the works and in entering into this contract he has either investigated for himself the character of the work and all local conditions above and below ground surface where applicable that might affect his tender or his acceptance of the work, or that not having so investigated, 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 fulfil, 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.

Kay Casagrande
WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS 15 Heatherside Court
Bramalea, Ontario

OCCUPATION Secretary


[Signature]
ARGUS REFRIGERATION & AIR-
CONDITIONING LIMITED

CORPORATION OF THE CITY OF
BRAMPTON

James E. Archibald
MAYOR

Kenneth L. Richards
CLERK

CITY OF BRAMPTON

PARKS AND RECREATION DEPARTMENT

T E N D E R
(LUMP SUM PRICE)

CONTRACT NO. 77-1

(
(
(
(
(ARGUS REFRIGERATION AND AIR CONDITIONING LIMITED
(NAME OF FIRM OR INDIVIDUAL (THE CONTRACTOR)
(
(
(
(4 Blair Drive, Bramalea, Ontario L6T 2H6 459-7240
(ADDRESS AND TELEPHONE NUMBER
(
(
(DONALD J. KEE P. ENG.
(NAME OF PERSON SIGNING FOR FIRM
(
(
(PRESIDENT
(OFFICE OF PERSON SIGNING FOR FIRM

IN INK
OR
TYPEWRITER

FOR: AIR CONDITIONING FOR HOWDEN PARK COMMUNITY CENTRE AND GREENBRIAR RECREATION CENTRE

LOCATION: BRAMALEA, ONTARIO

D. M. GORDON
DIRECTOR
PARKS AND RECREATION

M. S. LINGARD,
PURCHASING AGENT

THE CORPORATION OF THE
CITY OF BRAMPTON
24 Queen Street, East
Brampton, Ontario
L6V 1A4

FORM OF TENDER

FOR

CONTRACT NO. 77-1

THIS TENDER SUBMITTED BY Argus Refrigeration and Air Conditioning FIRM NAME
Ltd. OR INDIVIDUAL
4 Blair Drive, Bramalea, Ontario ADDRESS
459-7240 TELEPHONE NUMBER

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 signature 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 all the Plans, Drawings, Profiles, Specifications, Form of Tender, Information for Tenderers, General Conditions, Agreement and Bond relating thereto, prepared, submitted and rendered available by the Director, Parks and Recreation, and the Purchasing Agent, by and on behalf of the Corporation of the City of Brampton and hereby acknowledged, 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.

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 two (2) months 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 for 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 an amount equal to 100% of the Contract, 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 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 reasons of such default or failure, or by reason of such acting, as aforesaid, on their part, including the cost of any advertisement 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 be reason of any such default or failure on MY/OUR part.

I/WE PROPOSE United States Fidelity and Guaranty Company

A Company which is willing to become bound with ME/US in the amount designated for due performance and fulfillment of the Contract for which this is the Tender.

I/WE agree that the dates of completion as referred to in the General Conditions shall be no later than April 29th, 1977.

A Certified Cheque or Bid Bond in an amount equal to 10% (Ten Percent) of the tender Price, payable to the Corporation of the City of Brampton (\$ - - - - -) 10% of Tender Amount /100 is enclosed.

Dated at City of Brampton this 27th day of January, 19 77.

[Handwritten Signature]
SIGNATURE OF WITNESS

[Handwritten Signature]
SIGNATURE AND SEAL OF TENDERER

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

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 Tenders.

SUB-CONTRACTORS

ADDRESS

TRADE

<u>SUB-CONTRACTORS</u>	<u>ADDRESS</u>	<u>TRADE</u>
Eadio Electric	32 Barkwood Crt. Bramalea	Electrical

BID SHEET

CONTRACT NO. 77-1

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

The Contractor shall prepare this bid legibly in ink or by typewriter.

The Contractors bid shall be shown in words and also in figures. Any changes, erasures or overwriting of the prices in words shall be initialled.

In the event of any discrepancy between the words and the figures, the words shall be deemed the Contractors lump sum price and figures shall be ignored.

<u>CONTRACT</u>	<u>DESCRIPTION</u>	<u>CONTRACTORS LUMP SUM BID (IN WORDS)</u>	<u>CONTRACTORS LUMP SUM BID (IN FIGURES)</u>
77-1	a) Howden Centre including Day Care Centre	<u>Eighteen Thousand</u>	<u>\$ 18,400⁰⁰</u>
	Howden Day Care Centre only	<u>Four thousand</u> <u>Four hundred and sixty</u>	<u>5460⁰⁰</u>
	b) Greenbriar Centre including Day Care Centre	<u>Eighteen Thousand</u>	<u>\$ 18,800⁰⁰</u>
	Greenbriar Day Care Centre only	<u>Eight Hundred</u> <u>Four thousand Four</u> <u>Hundred and sixty</u>	<u>5460⁰⁰</u>
	Total Lump Sum Price, Items (a) and (b) (figures) - \$		<u>37,200⁰⁰</u>
	Total Lump Sum Price (in words) - \$		<u>thirty seven</u> <u>thousand and two hundred & sixty</u>

Bidders must bid on all of the above work, no partial bids will be accepted. The Corporation of the City of Brampton reserves the right to award all of the Contract or any portion thereof and the price must remain firm until April 29, 1977.

A Certified Cheque or Bid Bond in an amount equal to 10% (Ten Percent) of the Tender Price payable to the Corporation of the City of Brampton (\$ _____) /100 is attached hereto.

If this Tender is accepted I/We ARGUS REFRIGERATION AND AIR CONDITIONING LIMITED hereby identify this as the Bid Sheet for Contract No. 77-1 executed by me/us bearing the date this 27th day of January, 1977.

WITNESS A. J. Taylor

SIGNATURE [Signature]

SIGNATURE [Signature]

POSITION IN FIRM President

SCHEDULE OF TENDER DATA, PLANS AND SPECIFICATIONS

CONTRACT NO. 77-1

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

- Cover Sheet - Page 1
- Tender Form - Pages 2 & 3 (2 copies)
- Proposed SubContractors - Page 4
- Contractors Experience Record - Page 5
- Bid Sheet - Page 6 (2 copies)
- Schedule Form - Page 7
- General Conditions - Pages 8,9,10,11
- Specifications
- Ontario Retail Sales Tax Exemption
3 Sheets
- Certificate of Liability Insurance
1 Sheet
- Performance Bond - 3 Sheets
- Agreement - 4 Sheets

By my/our signature, I/We ARGUS REFRIGERATION AND AIR CONDITIONING LIMITED
 hereby identify this as the Schedule of Tender Data, Plans and
 Specifications for Contract No. 77-1 executed by me/us and bearing
 date the 27th day of January, 1977.

WITNESS A. L. Taylor

SIGNATURE [Signature]

SIGNATURE [Signature]

POSITION IN FIRM President

GENERAL CONDITIONS

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

- A. GENERAL TYPE OF CONTRACT: Air Conditioning
- B. LOCATION: Howden Park Community Centre,
150 Howden Blvd., Bramalea.
Greenbriar Recreation Centre,
1100 Central Park Drive, Bramalea
- C. SUBMISSION OF TENDER: Your tender must be made on this form and returned sealed in the enclosed envelope ON OR BEFORE 2:00 o'clock p.m., E.D.T.,

THURSDAY, JANUARY 27th, 1977

addressed to Mr. M. S. Lingard, Purchasing Agent, The Corporation of the City of Brampton. (One extra copy of the Form of Tender and Bid Sheet is included for your retention. Pages 2,3, and 6)

The lowest or any tender is not necessarily accepted.

- D. COMMENCEMENT DATE: Contractor to commence work within 5 (five) days after receipt of Notice of Acceptance.
- E. COMPLETION DATE: Not later than April 29, 1977.

The Contractor shall supply all materials for this Contract.

By my/our signature hereunder, I/We ARGUS REFRIGERATION AND AIR CONDITIONING LTD hereby identify this as the General Conditions for Contract No. 77-1 executed by me/us and bearing date the 27th day of January, 1977.

WITNESS A L Taylor

SIGNATURE [Signature]

SIGNATURE [Signature]

POSITION IN FIRM President

GENERAL CONDITIONS

This Form Shall Remain Attached To This Tender

1. SUPERVISION OF WORK

The Contractor shall be responsible for the supervision of the work and for his own work forces while on the job site.

2. THE CITY DECISIONS

The City shall have authority to make minor changes in the job not inconsistent with the Contract.

The Contractor shall carefully compare all drawings, specifications and other instructions and shall at once report to the City any error, inconsistency or omission which he may discover.

3. MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour tools and equipment necessary for the execution of the work.

All materials shall be new and be the best of their respective kinds from a supplier approved by the City. All work shall be executed in accordance with the best standard practice.

4. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage or injury and shall make good any such damage or injury. He shall adequately protect adjacent property from damage or injury and return such damaged or injured property to its original state.

He shall provide, erect and maintain all necessary guard rails, barriers, night lights, sidewalk and curb protection as may be necessary or as the by-laws may require.

Should the job be stopped for any cause, the Contractor shall be responsible for and provide all necessary protection to prevent damage by weather or other cause until the cause of stoppage has been cleared.

5. CHANGES IN THE JOB

The City without invalidating the contract; may make changes by altering, adding to, or deducting from the job, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension or reduction of time caused thereby shall be adjusted at the time of ordering such change.

GENERAL CONDITIONS

6. CLEANING UP

The Contractor shall at all times keep the job site free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the job he shall remove all his rubbish from/about the site and all his tools and surplus materials, and shall leave his work "broom clean", or is equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost of the Contractor as shall be determined to be just.

7. SURVEYS

The City will perform all the necessary survey and layout work required to complete the Contract. However, this does not relieve the Contractor of his responsibility to notify the City of any known or apparent discrepancy or error in the survey.

8. SAFETY REGULATIONS

The Contractor, while working on the site, shall be governed by the pertinent safety requirements of the Provincial and Municipal governments and shall work in conjunction with the proper safety associations operating under authority of the Workmen's Compensation Board.

His field forces shall be under the general supervision of the City with respect to Safety Rules and Regulations and must abide by the same safety regulations as do the City employees.

9. SETTLEMENT OF TRENCH AND EXCAVATIONS

The Contractor shall be responsible for any refilling of trenches and/or excavations around manholes, vaults, etc., due to earth settlement.

10. INTERPRETATION OF SPECIFICATION

Any omissions or errors in, or possible interpretation of these Specifications shall not relieve the Contractor from his responsibility of completing the work covered by this Contract in a manner conforming with modern practice and the best workmanship.

11. PRICES AND PAYMENTS

A certificate will be given by the Engineer once a month as to the estimated amount of work done and material furnished and of the value thereof according to the terms of the Contract. The Corporation will pay to the Contractor 85% of the amount shown on such certificates, less previous payments and such payments shall not in any way imply acceptance of any part of the work.

Upon completion of the work (as defined in the Mechanics Lien Act, statutes of Ontario) and one day after Lien rights have expired, pay any balance owing under the Contract.

12. Please indicate hereunder the earliest commencement and completion date for this contract.

Commencement Date UPON AWARD OF CONTRACT

Completion Date April 29, 1977 SUBJECT TO DELIVERY OF EQUIPMENT