



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* 142-80

To authorize the execution of an agreement with McLEAN-PEISTER, LIMITED  
- Contract No. 80-07 (cutting of grass on parklands, boulevards and buffers)

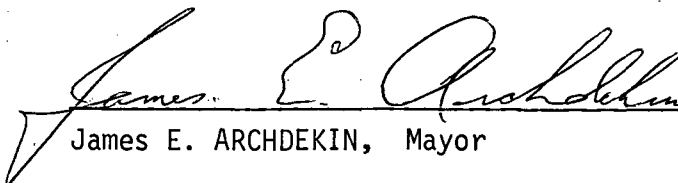
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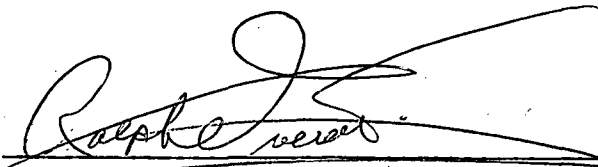
WHEREAS it is deemed expedient to enter into and execute Contract No. 80-07 with McLEAN-PEISTER, LIMITED;

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. 80-07 with McLEAN-PEISTER, 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. 80-07 with McLEAN-PEISTER, LIMITED, attached hereto as Schedule A.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 26th day of May, 1980.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

CERTIFICATE OF LIABILITY INSURANCE

St. Paul Fire & Marine Ins.Co. & Hartford Fire Ins. Co.  
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 150 CENTRAL PARK DRIVE, BRAMPTON, ONTARIO L6T 2T9.

THIS IS TO CERTIFY THAT McLean-Peister, Limited  
(CONTRACTOR)

Whose Address is 3328 King Street East, Kitchener, Ontario N2A 1B3.

has comprehensive liability insurance in this Company under Policy  
No. 577JC3636  
90HU155367 covering legal liability for damages because  
of: 277JG1246 (see attached)

- A. Bodily injury, sickness or disease, including death at any time resulting therefrom.
- B. Damage to or destruction of property of others caused by accident.

Subject to a limit of liability of not less than \$1,000,000.00 inclusive for any one occurrence or accident which insurance applies in respect of all operations, including liability assumed under contract with the Corporation. The policy does not contain any 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.

THE POLICY EXPIRES ON December 31, 1980

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

With respect to Contract No. 80-07 for the ~~Construction of~~  
Cutting of Grass on Parklands, Boulevards & Buffers.

We certify that the Corporation will be coinsured with the Contracto-

tor.

DATE: May 5, 1980.

COUNTERSIGNED: *W. Peister*

NAME OF AGENCY OR COMPANY Butler/Dalton Insurance Agencies Ltd.



# Butler/Dalton Insurance Agencies Ltd.

550 King Street, East  
Kitchener  
Ontario, N2H 6K8  
Telephone (519) 576-2510

## Certificate of Insurance

This is to Certify to:

Name: ..... The Corporation of the City of Brampton .....

Address: ..... 150 Central Park Drive, Brampton, Ontario L6T 2T9 .....

that the following described policy is now in force having been issued by .....  
..... to the following:

Insured: ..... MCLEAN-PEISTER, LIMITED ET AL .....

Address: ..... 3328 King Street East, Kitchener, Ontario .....

covering in accordance with the conditions thereof with respect to the following:

COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY
Comprehensive General Liability coverage. (St. Paul Fire & Marine Ins. Co.)	577JC3636	31/1/80	31/12/80	\$1,000,000.00 Inclusive Limits.
Umbrella Liability (Hartford Fire Ins. Co.)	90HU155367	31/1/80	31/12/80	\$5,000,000.00 Limit of Liability.
Automobile Fleet cover (St. Paul Fire & Marine Ins. Co.)	277JG1246	31/1/80	31/12/80	\$1,000,000.00 Inclusive Limits.

It is the intention of the Company that in the event of cancellation of the above policy by the Company fifteen days written notice of such cancellation will be given to you at the address stated above.

DATE: ... January 31st, 1980 .....

Butler/Dalton Insurance Agencies Ltd.

BUTLER / DALTON  
INSURANCE AGENCIES LTD.  
550 KING ST. EAST  
BY: ..... KITCHENER, ONTARIO N2H 6K8 .....  
(Authorized Representative)



The First Canadian Bank

**Bank of Montreal**

King & Ottawa Streets  
1074 King Street East  
P.O. Box 1383  
Kitchener, Ont.  
N2G 4H6

Telephone No 885-9260

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

IRREVOCABLE LETTER OF CREDIT NUMBER 132

WE HEREBY AUTHORIZE YOU TO DRAW ON Bank of Montreal, King and Ottawa Streets Branch, Kitchener, Ontario FOR ACCOUNT OF MCLEAN-PEISTER LIMITED UP TO AGGREGATE AMOUNT OF (\$10,000.00) TEN THOUSAND DOLLARS AVAILABLE BY DRAFT AT SIGHT FOR 100% OF INVOICE VALUE OF CLEAN CREDIT GUARANTEE AS FOLLOWS:

Pursuant to the request of our customer, the said McLean-Peister Limited, we, The Bank of Montreal, King and Ottawa Streets, Kitchener, Ontario, hereby establish and give to you an Irrevocable Letter of Credit in your favour in the total amount of \$10,000 TEN THOUSAND DOLLARS, which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customers to make such demand, and without recognizing any claim of our said customers.

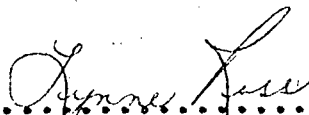
PROVIDED, however, that you are to deliver to us at such time as a written demand for payment is made upon us, a certificate confirming that monies drawn pursuant to this Letter of Credit are to be and/or have been expended pursuant to obligations incurred or to be incurred in connection with the agreement between McLean-Peister Limited and the City of Brampton dated April 24th, 1980 (Cutting of Grass on Parklands, Boulevards, and Buffers - Contract 80-07).

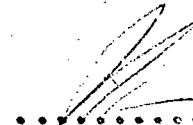
This Letter of Credit will continue up to the 30th day of November, 1980 and will expire on that date and you may call for payment of the full amount outstanding under this Letter of Credit at any time prior to that date. Partial drawings are permitted. The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing given to us by you.


RE: IRREVOCABLE LETTER OF CREDIT NUMBER 132

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless thirty days prior to any such date we shall notify you in writing that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder by means of your demand accompanied by your written certification that the amounts drawn will be retained and used to meet obligations incurred or to be incurred in connection with the above agreement.

DATED May 7th, 1980.

  
.....  
V. Lynne Ross,  
Administration Manager

  
.....  
J.P. Soeder,  
Acting Manager



This Agreement made in Quadruplicate this 24th day of April, 19 80.

BETWEEN:

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

- AND -

McLean-Peister, 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 :

Cutting of Grass on Parklands, Boulevards and Buffers.

(B) The Contractor shall, except as otherwise specifically provided, at his own expense provide all and every kind of labour, machinery, plant, structures, roads, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this contract and shall forthwith according to the instructions of the Commissioner of Parks and Recreation, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular way to the Corporation within the time specified in the General Conditions, Information to Bidders and in the Tender.

ARTICLE 2.

In the event that the tender provides for and contains a contingency allowance, it is understood and agreed that such contingency allowance is merely for the convenience of accounting by the Corporation, and the Contractor is not entitled to payment thereof except for extra work or additional work carried out by him in accordance with the Contract and only to the extent of such extra or additional work.

ARTICLE 3.

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other documents or writing, the Provisions of such documents shall take precedence and govern in the following order namely:-

- (1) This Agreement
- (2) Special and/or Supplemental Provisions
- (3) Information for Tenderers
- (4) General Conditions
- (5) Standard Specifications
- (6) Plans
- (7) Tender

The foregoing documents enumerated 1 to 7 inclusive are all the Contract documents and constitute the full agreement between the parties.

ARTICLE 4.

The Corporation covenants with the Contractor that the Contractor having in all respects complied with the Provisions of this Contract, will be paid for and in respect of the works the sum of

In an amount not to exceed Thirty Five Thousand Dollars.

DOLLARS (\$ 35,000.00 )

in accordance with the unit prices as set out in the Form of Tender, as may be applicable, forming part of this Contract, and in accordance with the Provisions as set out in the Conditions and Specifications forming part of this Contract.

Subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the Provision that the Corporation may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

ARTICLE 5.

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Commissioner of 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 Commissioner of Parks and Recreation at the following addresses :-

THE CONTRACTOR:

McLean-Peister, Limited  
3328 King Street East,  
Kitchener, Ontario  
N2A 1B3.

THE COMMISSIONER:

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

ARTICLE 5. (Cont'd.)

However, in the matter of "Call Back Work", as defined in the Information to Tenderers, verbal communication with the Contractor shall be deemed as sufficient notice.

ARTICLE 6.

A copy of each of the Contract documents is hereto annexed and together with the Specifications and/or the Ministry of Transportation and Communications Specifications referred to in the Contract documents and the plans listed in the Specifications, are made part of this contract as fully to all intents and purposes as though recited in full herein.

ARTICLE 7.

No implied contract of any kind whatsoever by or on behalf of the Corporation shall arise or be implied from anything in this Contract contained, nor from any position or situation of the parties at anytime, it being clearly understood that the express covenants and agreements herein contained made by the Corporation shall be the only covenants and agreements upon which any rights against the Corporation may be founded.

ARTICLE 8.

Time shall be deemed the essence of this contract.

ARTICLE 9.

The Contractor declares that in tendering for the works and in entering into this contract he has either investigated for himself the character of the work and all local conditions above and below ground surface where applicable that might effect his tender or his acceptance of the work, or that not having so investigated he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever, by the Corporation or its employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Corporation.

ARTICLE 10.

This Contract shall apply to and be binding on the Parties hereto and their heirs, executors, administrators, successors and assigns and each of them.



IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers as the case may be.

*D. Green*

WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS 3328 King Street East  
Kitchener, Ontario N2A 1B3

OCCUPATION Secretary

McLean-Peister, Limited

*McLean-Peister*

APPROVED  
AS TO FORM  
LAW DEPT.  
BRAMPTON  
*DC*  
DATE 8/15/73

CORPORATION OF THE CITY OF  
BRAMPTON

*James C. Archibald*  
MAYOR

*D. Green*  
CLERK

FORM OF TENDER

FOR

CONTRACT NO. 80-07

THIS TENDER SUBMITTED BY McLean-Peister, Limited FIRM NAME OR  
3328 King Street East, Kitchener INDIVIDUAL  
ADDRESS  
1-519-893-1350 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 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 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 Commissioner of Parks and Recreation, and the Purchasing Agent, 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.

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 sixty (60) days after the Tender Closing date whichever 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.

CONTRACT NO. 80-07

BID SHEET

GRASS CUTTING ON PARKLAND

CATEGORY "A" Valleylands. Standing height after cutting 4". Frequency of cutting - 2 times per season.  
Price per cut per acre \$ 11.00 per acre

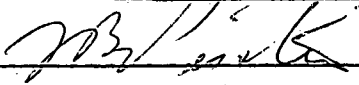
CATEGORY "B" Tableland with few trees. Standing height after cutting 2". Frequency of cutting - 8 times per season.  
Price per cut per acre. \$ 9.35 per acre

CATEGORY "C" Tableland with numerous trees. Standing height after cutting 2". Frequency of cutting - 8 times per season.  
Price per cut per acre \$ 11.35 per acre

CATEGORY "D" Street, boulevards and buffers. Standing height after cutting 2". Frequency of cutting - 8 times per season.  
Price per cut per acre \$ 16.75 per acre

NOTE: Bidders must bid on all of the work, no partial bids will be considered.

NAME OF FIRM OR PERSON QUOTING McLean-Peister, Limited

SIGNED BY  Glenn B. Peister

ADDRESS 3328 King Street East, Kitchener, Ontario N2A 1B3

TELEPHONE NO. 1-519-893-1350

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 Performance Bond and/or Deposit, Insurance Certificate and Workmen's Compensation Board Letter and properly sign the Contract Documents in quadruplicate within ten (10) 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 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 Hartford Fire Insurance Co.

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 dates of completion as referred to in the General Conditions shall be no later than October 31, 1980

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

(\$ 10,000.00 ) \_\_\_\_\_

10,000.00 /100 is enclosed.

Dated at Kitchener, Ontario this 16th day of April

19 80.

*D. Hoer*

SIGNATURE OF WITNESS

*J. B. [Signature]*

SIGNATURE & SEAL OF TENDERER



PASSED May 26th, 1980

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# BY-LAW

No. 142-80

To authorize the execution of an  
Agreement with McLEAN-PEISTER, LIMITED  
- Contract No. 80-07 (cutting of grass  
on parklands, boulevards and buffers)