



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 166-77

A By-law to authorize the execution  
of Contract No. 77-24 with Bevan  
Contracting Limited.  
(DRAINAGE & WATERPROOFING - EARNSCLIFFE  
RECREATION CENTRE)

WHEREAS it is deemed expedient to enter into and execute  
Contract No. 77-24 with Bevan Contracting 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. 77-24 with Bevan Contracting 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. 77-24, attached hereto as Schedule "A", with  
Bevan Contracting Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open  
Council this 27th day of June, 1977.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

This Agreement made in Quadruplicate this 20th day of June, 19 77

BETWEEN:

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

-AND-

Bevan Contracting 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:

Drainage & Waterproofing, Earnscliffe Recreation Centre

(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

~~-----EIGHTEEN THOUSAND and NINE HUNDRED-----~~

~~-----~~ DOLLARS (\$ 18,900.00 )

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:

Bevan Contracting Limited  
4 Hawthorn Crescent  
Bramalea, Ontario  
L6S 1B1

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.

*L.H. Cook*  
WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS *58 Antiques Dr*  
*Hillowdale, Ont*  
*M2R 3K5*

OCCUPATION *Secretary*

*Beryl Bevan*

Bevan Contracting Limited

CORPORATION OF THE CITY OF  
BRAMPTON

*James E. Archibald*  
MAYOR

*Kenneth R. Richards*  
CLERK

CITY OF BRAMPTON

PARKS AND RECREATION DEPARTMENT

T E N D E R  
(LUMP SUM PRICE)

CONTRACT NO. 77-24

)  
 )  
 )  
 )  
 ) BEVAN CONTRACTING LIMITED  
 ) \_\_\_\_\_  
 ) NAME OF FIRM OR INDIVIDUAL (THE CONTRACTOR)  
 )  
 ) 4 HAWTHORN CRESCENT,  
 ) BRAMALEA, ONTARIO, L6S 1B1 - 791-2358  
 ) \_\_\_\_\_  
 ) ADDRESS AND TELEPHONE NUMBER  
 )  
 )  
 ) GEORGE L. BEVAN  
 ) \_\_\_\_\_  
 ) NAME OF PERSON SIGNING FOR FIRM  
 )  
 )  
 ) PRESIDENT  
 ) \_\_\_\_\_  
 ) OFFICE OF PERSON SIGNING FOR FIRM

IN INK  
OR  
TYPEWRITER

FOR: DRAINAGE AND WATERPROOFING  
LOCATION: EARNSCLIFFE RECREATION CENTRE, 44 EASTBOURNE DRIVE,  
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. 77-24

THIS TENDER SUBMITTED BY BEVAN CONTRACTING LIMITED FIRM NAME  
4 Hawthorn Cres., Bramalea, Ont. L6S 1B1 OR INDIVIDUAL ADDRESS  
(416) 791-2358 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 ninety (90) 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.

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 N/A

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 July 31, 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 (\$ 1,890.00 ) -----ONE THOUSAND EIGHT HUNDRED and NINETY----- /100 is enclosed.

Dated at BRAMPTON this 9th day of MAY, 19 77.

[Signature]  
SIGNATURE OF WITNESS

[Signature]  
SIGNATURE AND SEAL OF TENDERER







BID SHEET

CONTRACT NO. 77-24

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 the 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>
77-24	Drainage & Waterproofing, Earnscliffe Recreation Centre	<u>EIGHTEEN THOUSAND</u> <u>NINE HUNDRED</u> <u>DOLLARS</u>	<u>\$ 18,900.00</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.

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 (\$ 1,890.00 ) -----ONE THOUSAND EIGHT HUNDRED and NINETY-----/100 is attached hereto.

If the Tender is accepted I/WE BEVAN CONTRACTING LIMITED hereby identify this as the Bid Sheet for Contract No.77-24 executed by me/us bearing the date this 9th day of MAY, 1977.

G. H. COOK  
WITNESS

*George T. Bevan*  
SIGNATURE

*G.H. Cook*  
SIGNATURE

President  
POSITION IN FIRM

SCHEDULE OF TENDER DATA, PLANS AND SPECIFICATIONS

CONTRACT NO. 77-24

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 and Scope of Work
- 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 BEVAN CONTRACTING LIMITED

hereby identify this as the Schedule of Tender Data, Plans and Specifications for Contract No.77-24 executed by ~~me~~/us and bearing date the 9th day of MAY, 1977.

WITNESS G. H. COOK

SIGNATURE *[Handwritten Signature]*

SIGNATURE *[Handwritten Signature]*

POSITION IN FIRM President

GENERAL CONDITIONS

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

- A. GENERAL TYPE OF CONTRACT: Drainage and Waterproofing
- B. LOCATION: Earnscliffe Recreation Centre, 44 Eastbourne 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.S.T.,

THURSDAY, MAY 12, 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 July 31, 1977

The Contractor shall supply all materials for this Contract.

By ~~my~~/our signature hereunder, I/We BEVAN CONTRACTING LIMITED hereby identify this as the General Conditions for Contract No. 77-24 executed by me/us and bearing date the 9th day of MAY, 1977.

WITNESS G. H. COOK

SIGNATURE *[Signature]*

SIGNATURE *[Signature]*

POSITION IN FIRM President

GENERAL ACCIDENT INSURANCE CO.

(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 24 QUEEN STREET, EAST, BRAMPTON, ONTARIO, L6V 1A4

THIS IS TO CERTIFY THAT Bevan Contracting Limited  
(CONTRACTOR)

Whose Address is 4 Hawthorn Crescent, Bramalea, Ontario, L6S 1B1

has comprehensive liability insurance in this Company under Policy  
No. C149667 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 accident.

Subject to a limit of liability of not less than \$500,000.00 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 April 17, 1978

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

With respect to Contract No. 77-24 for the Construction of  
Drainage & Waterproofing, Earnscliffe Recreation Centre

We certify that the Corporation will be coinsured with the Contractor.

DATE: June 21, 1977

COUNTERSIGNED: G.C. Carley & Co. Limited

G. C. CARLEY & CO LIMITED

*R. Harris*

PRESIDENT

HEAD OFFICE -- TORONTO

NUMBER IDENTIFIES THE SURETY COMPANY (HEREINAFTER CALLED THE SURETY)

Surety Company No. **1**

BOND NO. 225437

**PERFORMANCE BOND**

Amount \$ **18,900.00**

KNOW ALL MEN BY THESE PRESENTS THAT **BEVAN CONTRACTING LIMITED** of **BRAMPTON, ONTARIO** as Principal, hereinafter called the Principal, and the Company or Corporation designated above as Surety a corporation created and existing under the laws of **Province of Ontario** and duly authorized to transact the business of Suretyship in **The Province of Ontario** as Surety, hereinafter called the Surety, are held and firmly bound unto **The Corporation of the City of Brampton** as Obligee, hereinafter called the Obligee, in the amount of ~~Eighteen Thousand, Nine Hundred~~ **00/100** Dollars (\$ **18,900.00**) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has entered into a written contract with the Obligee, dated the **20th** day of **June** 19 **77**, for **Drainage and Waterproofing Earnscliffe Recreation Centre, Brampton, Ontario**.

In accordance with the Specifications and Drawings submitted therefor which contract, Specifications and Drawings, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions or
- (2) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due

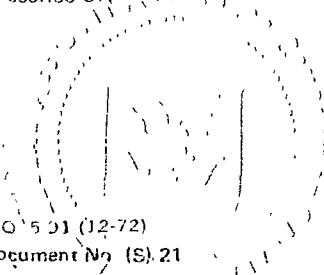
The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this **20th** day of **June** 19 **77**

SIGNED and SEALED

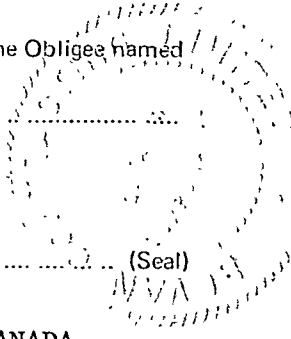
In the presence of



*Beryl Bevan*  
Principal

THE GENERAL ACCIDENT ASSURANCE COMPANY OF CANADA

*P.J. Bue*  
Surety  
SUPERVISOR: Guarantee Department



PASSED June 27 19 77

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# BY-LAW

No. 166-77

A By-law to authorize the execution  
of Contract No. 77-24 with Bevan  
Contracting Limited.  
(DRAINAGE & WATERPROOFING - EARNSCLIFFE  
RECREATION CENTRE)