



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

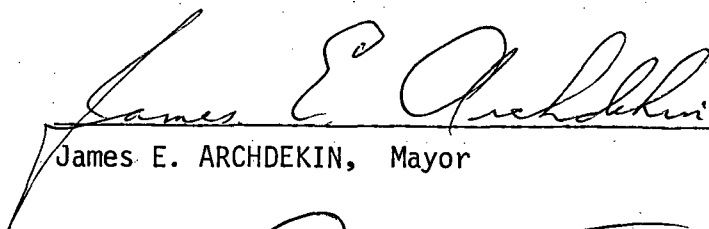
Number 213-80


To authorize the execution of an agreement with GAY-SWART INVESTMENT CANADA LIMITED (Bedrock Property Maintenance Division) - Contract No. 80-07 (cutting of grass on parklands, boulevards and buffers)

The Council of The Corporation of the City of Brampton ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated 1980 06 25 between the City and GAY-SWART INVESTMENT CANADA LIMITED (Bedrock Property Maintenance Division), relating to the cutting of grass on parklands, boulevards and buffers. (Contract No. 80-07).

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 11th day of August, 1980.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

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

Bedrock Property Maintenance,

THIS IS TO CERTIFY THAT Div. of Gay Swart Investment Canada Limited

(CONTRACTOR)

Whose Address is Box 147, Markham, Ontario L3P 3J5.

has comprehensive liability insurance in this Company under Policy No. GL 229531 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 \$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 May 15/81

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 Contractor.

DATE: July 4/80

COUNTERSIGNED: Marlene Noble

NAME OF AGENCY OR COMPANY _____

**RON NOBLE
INSURANCE LTD.
P.O. BOX 430
UXBRIDGE, ONT.
LOC 1K0**



CANADIAN IMPERIAL
BANK OF COMMERCE
International Department, Toronto,
Ontario, Canada. July 3, 1980

BRANCH AND DATE

Our No. GB006/1642

The Corporation of the City of Brampton
24 Queen Street East
Brampton
Ontario L6V 1A4

We hereby authorize you to draw on Canadian Imperial Bank of Commerce, International Department, Toronto, Ontario, for the account of Bedrock Property Maintenance, Division of Gay Swart Investment Canada Limited up to an aggregate amount of \$10,000.00 (Ten Thousand & 00/100 Dollars) available on demand.


We, Canadian Imperial Bank of Commerce, International Department, Toronto, hereby establish and give to you an Irrevocable Letter of Credit in your favour in the total amount of \$10,000.00, 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 customer to make such demand, and without recognizing any claim of our said customer.

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 Bedrock Property Maintenance, Division of Gay Swart Investment Canada Limited and The Corporation of the City of Brampton. re: Cutting of Grass on parklands, Boulevards and Buffers.

This Letter of Credit will continue up to the June 27, 1981, and will expire at our counters on that date and you may call for payment of the full amount outstanding under this Letter of Credit at any time up to the close of business on 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.

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 by you to meet obligations incurred or to be incurred in connection with the above agreement.

FOR CANADIAN IMPERIAL BANK OF COMMERCE


Countersigned


Authorized Signature

/er

This Agreement made in Quadruplicate this 25th day of June, 19 80.

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

- AND -

BEDROCK PROPERTY MAINTENANCE DIV. OF GAY SWART INVESTMENT CANADA 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 & 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:

Bedrock Property Maintenance,
Div. of Gay Swart Investment Canada Limited
Box 147,
Markham, Ontario
L3P 3J5.

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.

Richard Goshing
WITNESS AS TO SIGNATURE OF CONTRACTOR)

ADDRESS 71 Portroy St.
Bramford
Ontario

OCCUPATION Social Worker
Toronto

Bedrock Property Maintenance
Div. of Gay Swart Investment
Canada Limited.

Gay

CORPORATION OF THE CITY OF
BRAMPTON

James E. Archibald
MAYOR

R. J. [Signature]
CLERK

FORM OF TENDER

FOR

CONTRACT NO. 80-07

THIS TENDER SUBMITTED BY BEORCK PROP. MAINT. FIRM NAME OR
INDIVIDUAL

Box 147 MARKHAM ADDRESS

294-5629 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.

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 _____

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 OCT. 15 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) _____ /100 is enclosed.

Dated at MARKHAM this 15TH day of APRIL 1980.

X [Signature]
SIGNATURE OF WITNESS

[Signature]
SIGNATURE & SEAL OF TENDERER

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 \$ 7.50 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. \$ 11.50 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 \$ 10.50 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 \$ 8.00 per acre

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

NAME OF FIRM OR PERSON QUOTING BEDROCK PROP. MAINT.

SIGNED BY H. Swart

ADDRESS BOX 147 MARKHAM

TELEPHONE NO. 294-5629

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

GENERAL TYPE OF CONTRACT:

Cutting of grass on Parklands, Boulevards and Buffers.

LOCATION:

Brampton - Various Locations

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.S.T.,

WEDNESDAY, APRIL 16th, 1980.

addressed to Mr. M.S. Lingard, Purchasing Agent, Supply and Services, The Corporation of the City of Brampton. (one extra copy of the Form of Tender and Bid Sheets is included for your retention.)

The lowest or any tender is not necessarily accepted and the City reserves the right to accept any portion thereof.

The Contractor shall supply all labour, equipment and materials necessary to perform this contract.

By my/our signature hereunder, I/We H. SWART R. GAY

hereby identify this as the General Conditions for Contract No. 80-07 executed by me/us and bearing date the 15TH day of APRIL 1980.

WITNESS X [Signature]

SIGNATURE H. Swart

SIGNATURE Sec TREES

POSITION IN FIRM PRES.

PASSED August 11th, 1980



BY-LAW

No. 213-80

To authorize the execution of an Agreement with GAY-SWART INVESTMENT CANADA LIMITED (Bedrock Property Maintenance Division) - Contract No. 80-07 (cutting of grass on parklands, boulevards and buffers)