



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 289-78

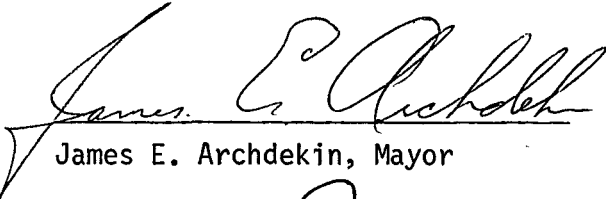
To authorize the execution of an Agreement with McLean-Peister Ltd. Contract No. 78-68 (RIDGEHILL PARK-FLETCHERS CREEK PARK DEVELOPMENT - SODDING AND PLANTING)

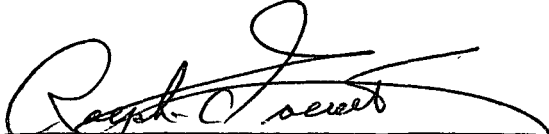
WHEREAS it is deemed expedient to enter into and execute Contract No. 78-68 with McLean-Peister Ltd;

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. 78-68 with McLean-Peister Ltd., attached hereto as Schedule "A".
- (2) That the Mayor and the Clerk are hereby authorized to affix their signatures to the said Contract No. 68-78 with McLean Peister Ltd., attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 6th day of November, 1978.


James E. Archdekin, Mayor


Ralph A. Everett, Acting Clerk

GENERAL CONDITIONS

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

GENERAL TYPE OF CONTRACT:

Ridgehill Park-Fletchers Creek Park Development-Sodding and Planting

LOCATION:

Ridgehill Park-Fletchers Creek Park

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.,

WEDNESDAY, OCTOBER 25, 1978

addressed to Mr. M.S. Lingard, Purchasing Agent, Supply and Services Section, 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 complete this contract.

By my/our signature hereunder, I/We McLean-Peister Ltd. hereby identify this as the General Conditions for Contract No.78-68 executed by me/us and bearing date the 25 day of October, 1978.

WITNESS J. Wilson

SIGNATURE *M.S. Lingard*

SIGNATURE *J. Wilson*

POSITION IN FIRM President

FORM OF TENDER

FOR

CONTRACT NO. 78-68

THIS TENDER SUBMITTED BY	<u>McLean-Peister Ltd.</u>	FIRM NAME
	<u>3328 King St. E., Kitchener, Ont.</u>	OR INDIVIDUAL
	<u>(519) 893-1350</u>	ADDRESS
		<u>TELEPHONE NUMBER</u>

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 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 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) 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 Economical Mutual Insurance Co.

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 June 30, 1979.

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 (\$ 3,500.00) Three thousand five hundred /100 is enclosed.

Dated at Kitchener, Ont. this 25th day of October, 19 78.

[Signature]
SIGNATURE OF WITNESS

[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

N/A

SCHEDULE A

a) The Tenderer hereby tenders and offers to enter into a Contract being the Contract hereinafter referred to, to supply and do all or any part of that which is set out or called for in this Tender, on the terms and conditions and under the provisions set out or called for in this Tender for the total tender value hereunder stated, Viz:-

The sum of Twenty thousand six hundred & twenty-one dollars

Dollars (\$ 20,621.00)

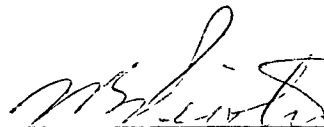
b) And also agrees that if this Tender is accepted, the Tenderer will execute whatever additional or extra work may be required, at the unit prices shown in the Schedule of Prices herein contained, and in strict conformity in all respects with the requirements of this Tender, the Specifications, General Conditions, and Form of Agreement hereto annexed, or to be annexed hereto.

c) And also agrees that deductions from said Contract, if any, shall be made at the unit prices shown in the Schedule of Prices as herein contained.

Name of Tenderer: McLean-Peister Ltd.

Address: 3328 King St. E., Kitchener, Ont.

Telephone: (519) 893-1350

Signature 

SCOPE OF WORK

This contract is to include all labour, plant supplies and incidentals for the rough grading, topsoiling, fine grading, sodding, pegging and planting of the area shown on the drawings.

Items listed below shall be in full compensation for all work described in the plans and specifications. It is expressly understood that the City of Brampton reserves the right to do any part of the work or any additional work at any time by day labour, if the progress of the work is not deemed satisfactory by the Site Service Authority, to complete the work within the stipulated time.

SCHEDULE OF PRICES FOR RIDGEHILL PARK

ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	VALUE
.1	8,000	sq.yd.	Spread 4" topsoil and sod	@ \$ 1.16	\$ 9,268.00
.2	---	---	Access route	@ lump sum	\$ 200.00
.3	---	---	Rough grade sub-base as per drawings, Stockpile topsoil & form berm	@ lump sum	\$ 3,886.00
.4	4	---	Item A on plant list	@ \$161.50	\$ 646.00
.5	5	---	Item B on plant list	@ \$142.00	\$ 710.00
.6	1	---	Item C on plant list	@ \$145.00	\$ 145.00
.7	3	---	Item D on plant list	@ \$161.50	\$ 484.50
.8	5	---	Item E on plant list	@ \$116.00	\$ 580.00
.9	10	---	Item F on plant list	@ \$ 8.00	\$ 80.00

ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	VALUE
.10	10	---	Item G on plant list	@\$ 49.00	\$ 490.00
.11	2	---	Item H on plant list	@\$161.50	\$ 323.00
.12	4	---	Item I on plant list	@\$ 41.00	\$ 164.00
.13	6	---	Item J on plant list	@\$136.00	\$ 816.00
.14	4	---	Item K on plant list	@\$171.00	\$ 684.00
.15	1	---	Item L on plant list	@\$5.00	\$ 155.00
.16	5	---	Item M on plant list	@\$161.50	\$ 807.50
.17	20	---	Item N on plant list	@\$ 8.00	\$ 160.00
.18	15	---	Item O on plant list	@\$ 8.00	\$ 120.00
.19	15	---	Item P on plant list	@\$ 8.00	\$ 120.00
.20	3	---	Item Q on plant list	@\$194.00	\$ 582.00
.21	---	---	Remove debris off site	@lump sum	\$ 200.00
TOTAL TENDER VALUE					\$ 20,621.00

SCHEDULE "A"

CONTRACT NO. 78-68

This Agreement made in Quadruplicate this 9th day of November, 1978

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:

Ridgehill Park-Fletchers Creek Park Development-Sodding and Planting

(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

TWENTY THOUSAND, SIX HUNDRED AND TWENTY-ONE-----

-----DOLLARS (\$ 20,621.00-----)

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:

McLean-Peister Limited,
3328 King Street East,
Kitchener, Ontario.
N2G 3W6

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.

D. Green
WITNESS AS TO SIGNATURE OF CONTRACTOR)

ADDRESS

186, Samuel St
Ketchikan, Alaska

OCCUPATION

Secretary

McLEAN-PEISTER LIMITED

Glenn Peister
McLEAN PEISTER LTD.

James Lee-Dean

CORPORATION OF THE CITY OF
BRAMPTON

Terence P. Miller
ACTING MAYOR

[Signature]
CLERK

CERTIFICATE OF LIABILITY INSURANCE

American Home Assurance Company
The Insurance Corporation of Ireland Limited
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

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

THIS IS TO CERTIFY THAT MCLEAN-PEISTER LIMITED
(CONTRACTOR)

Whose Address is 3328 King Street East, Kitchener, Ontario

has comprehensive liability insurance in this Company under Policy
No. American Home Assurance BE3589599 covering legal liability for damages because
of: Insurance Corp. of Ireland - No. 3 00 51 72 3 00 51 72
8 00 01 56

- 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 J anuary 31, 1979

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

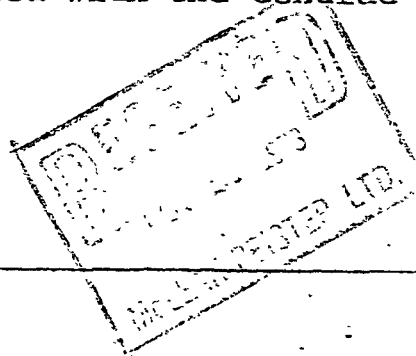
With respect to Contract No. 78-68 for the Construction of Ridgehill Park-Fletchers Creek Park Development-Sodding and Planting
We certify that the Corporation will be coinsured with the Contractor.

DATE: 1978 11 09

COUNTERSIGNED:

[Handwritten Signature]

H.L. Staebler Co. Ltd.,
618 King St. W.,
Kitchener, Ontario.



PERFORMANCE AND MAINTENANCE BOND

Bond No. 1-821311

Contract 78-68

Amount \$20,621.00

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

McLEAN-PEISTER LIMITED

hereinafter called "The Principal", and

ECONOMICAL MUTUAL 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 Oblige", its successors and assigns, in the sum of \$ 20,621.00 of lawful money of Canada to be paid unto the Oblige, 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
27th of November, 19 78

Whereas by an Agreement in writing dated the 9th day of November 1978, the Principal has entered into a contract with the Oblige, hereinafter called the "Contract", for the construction, alteration, repair, or maintenance of

Ridgehill Park-Fletchers Creek Park Development-Sodding and Planting
(Description of Works)

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.

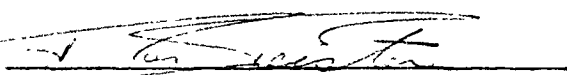
to be constructed, altered, repaired or maintained under the contract or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.


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

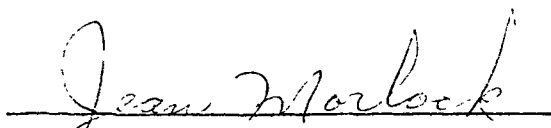
McLEAN-PEISTER LIMITED



Witness signs here

 (Seal)
Principal signs here and seal where applicable

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

ECONOMICAL MUTUAL INSURANCE COMPANY


Witness signs here

 (Seal)
Surety Company Officer signs here with seal General Manager

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 herein-after 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 of 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.

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 an 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

PASSED November 6th 1978



BY-LAW

No. 289-78

Being a By-law to authorize the execution
of an Agreement with McLean-Peister Ltd,
Contract No. 78-68 (RIDGEHILL PARK - FLETCHERS
CREEK PARK DEVELOPMENT - SODDING AND PLANTING)