



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 174-77


A By-law to authorize the execution  
of Contract No. 77-34 with John  
Wheelwright Limited.  
(RENOVATIONS TO ROSALEA PARK)

WHEREAS it is deemed expedient to enter into and execute  
Contract No. 77-34 with John Wheelwright 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. 77-34 with John Wheelwright 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. 77-34, attached hereto as Schedule "A", with  
John Wheelwright Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open  
Council this 11th day of July, 1977.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

This Agreement made in Quadruplicate this 15th day of June, 1977

BETWEEN:

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

-AND-

John Wheelwright 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:  
Renovations to Rosalea Arena

(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

Fifty-one thousand, eight hundred and thirty-nine dollars

DOLLARS (\$ 51,839.00 )

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:

John Wheelwright Limited  
110 Fenmar Drive  
Weston, Ontario  
M9L 1M5

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.

M. Jagodinski  
WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS 110 Fenmar Drive,  
WESTON, Ontario.  
M9L 1M5

OCCUPATION Secretary

Donald A. Hultbert  
John Wheelwright Limited

CORPORATION OF THE CITY OF  
BRAMPTON

James E. O'Connell  
MAYOR

W. Richardson  
CLERK



FORM OF TENDER

FOR

CONTRACT NO. 77-34

THIS TENDER SUBMITTED BY John Wheelwright Limited FIRM NAME  
OR INDIVIDUAL  
110 Fenmar Drive, Weston, Ont. ADDRESS  
741-2630 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 John Wheelwright Limited

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 date of completion as referred to in the General Conditions shall be fifty-five (55) working days from the date of written order to commence work. The Contractor agrees to pay the Corporation one hundred dollars (\$100.00) as liquidated damages, per day for each and every day that any portion of the work remains incompletd, after the time of completion as specified above.

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 (\$ 6,000.00 ) Six Thousand-----  
-----xx /100 is enclosed.

Dated at Weston, Ontario this 9th day of June, 1977.

M. Jagodinski  
SIGNATURE OF WITNESS

Donald A. Feather  
SIGNATURE AND SEAL OF TENDERER



John Wheelwright

If this Tender is accepted I/We Limited hereby identify this as  
the Bid Sheet for Contract No. 77-34 executed by me/us bearing the  
date this 9th day of June, 1977.

M. Jagodinski  
WITNESS

*Donald H. Kuthke*  
SIGNATURE

*M. Jagodinski*  
SIGNATURE

Sales Manager  
POSITION IN FIRM

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.

SCHEDULE OF ITEMS AND PRICES

Item No.	Description	Amount	
		In Figures	In Words
1.	Connection of Girt to Concrete Wall	\$ <u>2,000.00</u>	\$ _____
2.	Masonry Work	\$ <u>1,500.00</u>	\$ _____
3.	Tightening Hanger Rods	\$ <u>250.00</u>	\$ _____
4.	Drilling Drain Holes	\$ <u>2,300.00</u>	\$ _____
5.	Deck Replacement	\$ <u>18,700.00</u>	\$ _____
6.	Painting of Steelwork	\$ <u>10,500.00</u>	\$ _____
7.	Application of Preservative	\$ _____	\$ _____
8.	Roofing	\$ <u>6,739.00</u>	\$ _____
9.	Mechanical Work	\$ <u>5,300.00</u>	\$ _____
10.	Electrical Work	\$ <u>1,550.00</u>	\$ _____
11.	Contingency Item (See Information to Tenderers)	\$ <u>3,000.00</u>	\$ <u>Three thousand</u>

TOTAL AMOUNT FOR CONTRACT #77-34 \$ 51,839.00

*Eighty One Thousand Eight Hundred and Thirty Nine Dollars*

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 the amount equal to 10% (Ten Percent) of the Tender Price payable to the Corporation of the City of Brampton (\$ 6,000.00 ) Six Thousand-----

----- XX/100 is attached hereto.



THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

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CONTRACT NO.

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 the tenders.

SUB-CONTRACTORS	ADDRESS	TRADE & NATURE OF WORK
Harrison Muir		Painting
Birnie		Electrical
Filipowich		Masonry
Landmark Air Systems		Mechanical

GENERAL CONDITIONS

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

GENERAL TYPE OF CONTRACT: Renovations to Rosalea Arena

LOCATION: Rosalea Arena, 16 Union Street,  
Brampton, Ontario

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, JUNE 9, 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, & 6)

The lowest or any tender is not  
necessarily accepted.

COMPLETION DATE: Within fifty-five (55) working days.

The Contractor shall supply all materials for this contract.

By my/our signature hereunder, I/We John Wheelwright Limited  
hereby identify this as the General Conditions for Contract No. 77-34  
executed by me/us and bearing date the Ninth  
of June, 1977.

WITNESS M. Jagodinski

SIGNATURE

*Donald A. Hultak*

SIGNATURE

*M. Jagodinski*

POSITION IN FIRM

Sales Manager

PERFORMANCE AND MAINTENANCE BOND

Bond No. 83-0120-907-77

Contract 77-34

Account 51,839.00

KNOW ALL MEN BY THESE PRESENTS, that we John Wheelwright Limited  
(The Contractor)

hereinafter called "The Principal", and

UNITED STATES FIDELITY AND GUARANTY 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 Obligee", its successors and assigns, in the sum of \$51,839.00 of lawful money of Canada to be paid unto the Obligee, 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

21st of June, 19 77.

Whereas by an Agreement in writing dated the 15th day of June 1977, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair, or maintenance of Renovations  
to Rosalea Arena

(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.

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 hereinafter 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

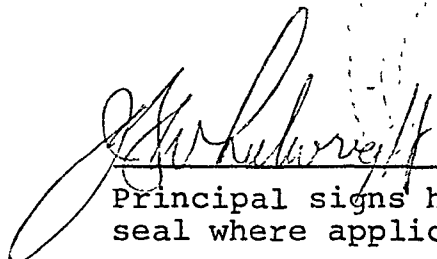
to be constructed, altered, repaired or maintained under the contract or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

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.

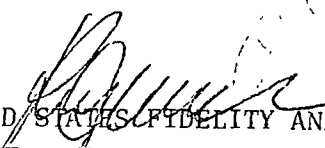
SIGNED, SEALED AND DELIVERED BY THE PRINCIPAL IN THE PRESENCE OF

  
\_\_\_\_\_  
Witness signs here

  
\_\_\_\_\_  
(Seal)  
Principal signs here and seal where applicable  
John Wheelwright Limited

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

\_\_\_\_\_  
Witness signs here

  
\_\_\_\_\_  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
(Seal)  
Surety Company Officer signs here with seal  
(Reijo Salmela) Attorney-in-fact



CERTIFICATE OF LIABILITY INSURANCE

THE CANADIAN INDEMNITY COMPANY  
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

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

THIS IS TO CERTIFY THAT John Wheelwright Limited  
(CONTRACTOR)

Whose Address is 110 Fenmar Drive, Weston, Ontario, M9L 1M5

has comprehensive liability insurance in this Company under Policy  
No. 3L 5849 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 ex-  
clusions 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 March 31st, 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. 77-34 for the Construction of  
Renovations to Rosalea Arena

We certify that the Corporation will be coinsured with the Contrac-  
tor.

DATE: June 22nd, 1977

JARVIS INSURANCE AGENCY LTD.

COUNTERSIGNED: \_\_\_\_\_

PER: 

PASSED July 11 19 77

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# BY-LAW

No. 174-77

A By-law to authorize the execution  
of Contract No. 77-34 with John  
Wheelwright Limited.  
(RENOVATIONS TO ROSALEA PARK)