



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 284-77

A By-law to authorize the execution  
of Contract No. 77-43 with Hayton Hampel  
Limited.  
(PREVENTIVE MAINTENANCE - CIVIC CENTRE)

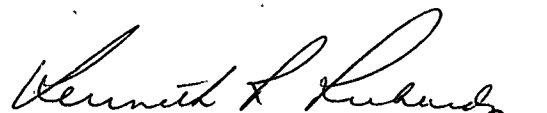
---

WHEREAS it is deemed expedient to enter into and execute  
Contract No. 77-43 with Hayton Hampel 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. 77-43 with Hayton Hampel 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. 77-43, attached hereto as Schedule "A", with  
Hayton Hampel Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open  
Council this 24th day of October, 1977.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

This Agreement made in Quadruplicate this 14th day of October, 19 77

BETWEEN:

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

-And-

**Hayton Hampel 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:

Preventive Maintenance - Civic Centre, Bramalea, Ontario

---

---

---

---

(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 Property Supervisor, 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 Two Hundred Dollars**-----

-----**DOLLARS (\$ 51,200.00**----- )

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 Property Supervisor, 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 Property Supervisor at the following Addresses:

THE CONTRACTOR:

**Hayton Hampel Limited**  
**20 Brydon Drive** M9W 6R6  
**Rexdale, Ontario**

G. Shaw  
Property Supervisor  
24 Queen Street, East  
Brampton, 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


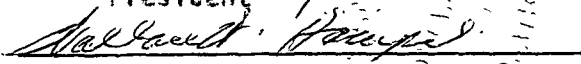
This Contract shall apply to and be binding on the Parties hereto and their heirs, executors, administrators, successors and assigns and each of them.

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.

  
WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS 2063 PAURICALL AVE  
BURLINGTON  
ONT

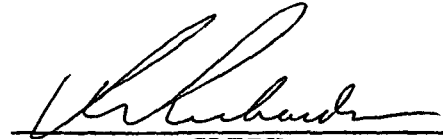
OCCUPATION Office Mgr

  
President  
  
Vice President

**Hayton Hampel Limited**

CORPORATION OF THE CITY OF  
BRAMPTON

  
MAYOR

  
CLERK

PERFORMANCE AND MAINTENANCE BOND

Bond No. 226340

Contract 77-43

Account \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we Hayton Hampel Limited  
(The Contractor)

\_\_\_\_\_ hereinafter called "The Principal", and  
The General Accident Assurance Company of Canada  
(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 \$51,200.00 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  
14th day of October, 19 77.

Whereas by an Agreement in writing dated the 14th day of October 19 77, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair, or maintenance of Preventive Maintenance, Civic Centre, Bramalea, Ontario  
(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 Oblige.

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 Signature*

Witness signs here

*C. O. Hampton* (Seal)

Principal signs here and seal where applicable

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

\_\_\_\_\_

Witness signs here

The General Accident Assurance Company of Canada

*J. A. B. Officer* (Seal)

Surety Company Officer signs here with seal



**CERTIFICATE OF INSURANCE**

This is to certify that the following policies have been issued by the Insuring Company and are in full force and effect as of the date of this certificate and in favour of named insured

**Hayton Hampel Limited, Hamilton, Ontario.**

If the insurance provided under the said policy(s) is altered, cancelled or changed in a manner as to affect this certificate of insurance the Insuring Company hereby agrees to give ~~five (5)~~ **thirty (30)** *(T.B.N)* days written notice of such alteration, change or cancellation to

- **The Corporation of the City of Brampton,  
Brampton,  
Ontario.**
- 
- 

Policy Number	Policy Term	Kind of Insurance or Operations Covered	Limits of Liability or Amounts Insured
<b>C182721</b>	<b>April 1, 1977 to April 1, 1978</b>	<b>Installation and service of commercial and industrial air conditioning refrigeration and heating equipment</b>	<b>\$3,000,000.00 Inclusive Limits</b>

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared. It is not a contract, confers no right upon any person and imposes no liability on the insuring company.

Company Signature **The General Accident** Dated \_\_\_\_\_ at \_\_\_\_\_  
**Assurance Company of Canada,**  
**Per: *MARY NEWSON*** **October 20, 1977** **Hamilton, Ontario.**  
**INSURANCE AGENCY LTD.**

*Miss B. McDougall*

FORM OF TENDER

FOR

CONTRACT NO. 77-43

THIS TENDER SUBMITTED BY HAYTON HAMPEL LIMITED (MacKinnon Mitchell Serv.) Formerly  
FIRM NAME  
OR INDIVIDUAL  
ADDRESS  
20 BRYDON DRIVE, REXDALE, ONTARIO  
743-8201 TELEPHONE NUMBER

TO THE MAYOR AND COUNCIL OF THE CORPORATION  
OF THE 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 Corporation of The City of Brampton, 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 90 days (ninety) after the Tender Closing date whichever event 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/COR part.

I/WE PROPOSE GENERAL ACCIDENT AND INSURANCE  
COMPANY OF CANADA

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.

A Certified Cheque or Bid Bond in the amount of \$5,000.00 payable to the Corporation of the City of Brampton (\$5000.00) FIVE THOUSAND DOLLARS -----  
-----/100 is enclosed

DATED at TORONTO this 15th day of SEPTEMBER  
19 77.

W.W. Hampel  
W.W. HAMPEL  
SIGNATURE OF WITNESS

G.O. Hayton  
G.O. HAYTON  
SIGNATURE AND SEAL OF TENDERER



LIST OF TRADESMEN

The Tenderer submits the following list of tradesmen whom he directly employs and proposes to use.

NAME	POSITION	YEARS EXPERIENCE
B. DOWLING	SENIOR MECHANIC	20 YEARS
F. MOLA	" "	14 YEARS
M. REVILL	" "	10 YEARS
D. McCARTHY	" "	10 YEARS
G. SPAXMAN	" "	9 YEARS
K. HATTON	" "	8 YEARS
M. RIDEOUT	APPRENTICE	4 YEARS
L. SPAXMAN	"	2 YEARS
W.M. AVIS P.Eng.	SERVICE MANAGER	10 YEARS
R.W. GOW	SERVICE ENGINEER	25 YEARS
E. ATHAIDE	DESIGN ENGINEER	20 YEARS

THE ABOVE TRADESMEN ALL CARRY A CERTIFICATE OF QUALIFICATION ISSUED BY THE  
MINISTRY OF COLLEGES AND UNIVERSITIES AND ARE MEMBERS OF LOCAL 787  
REFRIGERATION WORKERS OF ONTARIO.



BID SHEET

CONTRACT NO. 77-43

THIS TENDER 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, the changes, erasure or over-writing 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.

I/We agree for the TOTAL TENDER PRICE stated to supply all necessary labour, materials, plant, equipment and services for the execution and completion of the above work in strict accordance with the contract documents, for a period of October 1, 1977 to December 31, 1978.

Including Federal Sales Tax and Ontario Provincial Retail Tax (where applicable) FIFTY-ONE THOUSAND TWO HUNDRED DOLLARS-----  
----- Dollars (\$ 51,200.00 )

I/We have received and allowed for Addenda numbered as follows:

ADDENDA #1

in preparing MY/OUR Tender Prices for the work of this Contract.

Bidders must bid on all of the above work, no partial bids will be accepted.

A Certified Cheque of Bid Bond in the amount of \$5,000.00 payable to the Corporation of the City of Brampton (\$5000.00) -----  
FIVE THOUSAND DOLLARS-----/100 is attached hereto.

If this Tender is accepted I/We HAYTON HAMPSEL LIMITED <sup>Formerly</sup> (MacKINNON MITCHELL SERVICE) hereby identify this as the Bid Sheet for Contract no. 77-43 executed by ME/US bearing the date this 15th day of SEPTEMBER, 1977.

WITNESS W.W. HAMPSEL (VICE PRES.)

SIGNATURE *G.O. Hayton* G.O. HAYTON

SIGNATURE *W.W. Hampsel*

POSITION IN FIRM PRESIDENT

TENDER FORM

UNIT PRICES

Labour

During regular working hours Monday through Friday (from 8:30 am to 4:30 pm)

Mechanic \$26.00 per hour  
Apprentice \$20.00 per hour

Beyond regular working hours Monday through Friday (from 4:30 pm to \_\_\_\_\_ 12 midnight)

Mechanic \$37.00 per hour  
Apprentice \$28.00 per hour

Beyond regular working hours any day (from midnight to 8:30 am)

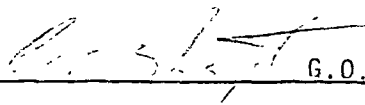
Mechanic \$48.00 per hour  
Apprentice \$36.00 per hour

Holidays

Mechanic \$48.00 per hour  
Apprentice \$36.00 per hour

HAYTON HAMPEL LIMITED (FORMERLY: MacKINNON MITCHELL SERVICE)

Name of Company

  
\_\_\_\_\_  
G.O. HAYTON

Signature of Company Official

SEPTEMBER 15th 1977

Date ---



GENERAL CONDITIONS

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

A. GENERAL TYPE OF CONTRACT: Preventive Maintenance

B. LOCATION: Civic Centre  
150 Central Park Drive  
Bramalea, Ontario

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.,

Wednesday, September 7, 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.

The Contractor shall supply all materials for this Contract.

By MY/OUR signature hereunder,  WE HAYTON HAMPEL LIMITED  
hereby identify this as the General Conditions for Contract No. 77-43 executed  
by ME/US and bearing date the 15th day of SEPTEMBER, 1977.

WITNESS W.W. HAMPEL SIGNATURE G.O. HAYTON

W.W. Hampel  
SIGNATURE Vice President POSITION IN FIRM PRESIDENT

PASSED October 24 19 77

---

---



# BY-LAW

No. 284-77

A By-law to authorize the execution  
of Contract No. 77-43 with Hayton  
Hampel Limited.  
(PREVENTIVE MAINTENANCE - CIVIC CENTRE)