



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 290-78

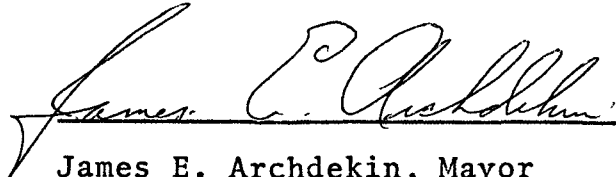
To authorize the execution of an agreement with TIMBERGATE ENGINEERING LIMITED - Contract No. 78-69 (Tara Park Etobicoke Creek Site Improvements)

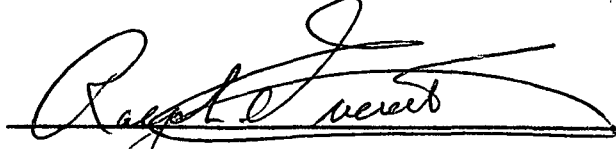
WHEREAS it is deemed expedient to enter into and execute Contract No. 78-69 with Timbergate Engineering Limited;

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 78-69 with Timbergate Engineering 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. 78-69 with Timbergate Engineering Limited, 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

SCHEDULE "A"

CONTRACT NO. 78-69

This Agreement made in Quadruplicate this 8th day of November, 1978.

BETWEEN:

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

-AND-

TIMBERGATE ENGINEERING LTD.
(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:

Tara Park - Etobicoke Creek Site Improvements

(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

THIRTY-NINE THOUSAND, SEVEN HUNDRED AND TEN AND TWENTY-FIVE CENTS-----

-----DOLLARS (\$39,710.25-----)

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:

Timbergate Engineering Ltd.,
60 Halliwell Drive,
Kitchener, Ontario.
N2B 2M3

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.

Kolby Page
WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS 66 Eton Drive
Kitchener, Ontario

OCCUPATION Office Manager



Peter D. Gates
Peter D. Gates

CORPORATION OF THE CITY OF
BRAMPTON

Robert Walker
at MAYOR

[Signature]
at CLERK

FORM OF TENDER

FOR

CONTRACT NO. 78-69

THIS TENDER SUBMITTED BY Timbergate Engineering Ltd. FIRM NAME
OR INDIVIDUAL
60 Halliwell Dr., Kitchener ADDRESS
(519) 579-3640 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 ~~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 Fidelity 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.

I/WE agree that the dates of completion as referred to in the General Conditions shall be no later than May 31st, 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 (\$ 8,000.00) Eight thousand dollars -----
----- xx/100 is enclosed.

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

K. Potho
SIGNATURE OF WITNESS

Peter D. Gale
SIGNATURE AND SEAL OF TENDERER

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 Fifty-Three thousand three hundred and fifty-four
dollars and forty-five cents

 _____ Dollars (\$53,354.45)

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: Timbergate Engineering Ltd.

Address: 60 Halliwell Drive, Kitchener, Ontario N2B 2M3

Telephone: (519) 579-3640

Signature Peter D. Cook

SCHEDULE A

SCHEDULE OF PRICES

Items listed below shall be in full compensation for all work described in the plans and specifications.

The prices are to include all labour, plant, supplies and incidentals entering into the work as intended under this Contract. It is expressly understood that the Owner 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 S.S.A. to complete the work within the stipulated time.

ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	VALUE
1.	---	---	Strip and stockpile topsoil	lump sum	\$ 1509.00
2.	---	---	Rough grade site	lump sum	\$ 2558.00
3.	1950	lin.ft.	8'-0" wide asphalt walk with associated grading	@ \$ 8.25	\$ 16,087.50
4.	6	12 lin. ft.	8"Ø galvanized corrugated steel pipe (to be used only when directed)	@ \$ 169.00	\$ 1,014.00
5.	11	---	Walkway lights on 20'-0" posts	@ \$ 920.00	\$ 10,120.00
6a.	6	---	Fraxinus Pensylvanica Lanceolata - Green Ash 1½-2" caliper	@ \$ 105.80	\$ 634.80
6b.	8	---	Acer Saccharinum Silver Maple 1½"-2" cal.	@ \$ 96.75	\$ 774.00
6c.	7	---	Pinus Strobus - White Pine, 4-5'-0" Ht.	@ \$ 83.85	\$ 586.95

ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	VALUE
<u>Playground</u>					
7a.	292	Lin.ft.	<u>Play area</u> board curb as detailed A2	@\$ 4.25	\$ 1,241.00
7b.	124	Lin.ft.	<u>Sandbox</u> board curb as per detail A2	@\$ 4.25	\$ 527.00
7c.	180	cu.yd.	Sand mix for <u>play area</u>	@\$ 17.90	\$ 3,222.00
7d.	75	cu.yd.	Clear granular material for play area base as per detail	@\$ 20.00	\$ 1,500.00
7e.	28	cu.yd.	Sand mix for <u>sand box</u>	@\$ 17.75	\$ 497.00
7f.	11	cu.yd.	Clear granular material for <u>sand box</u> base as per detail	@\$ 20.00	\$ 220.00
7g.	one	---	Slide and fort as per drawings	@\$ 3,320.00	\$ 3,320.00
7h.	one	---	Swing Mod. #A5HD Paris Playground or approved equal	@\$ 862.00	\$ 862.00
7i.	one	---	Jacobs Ladder Mod. #P8B Paris Playground or approved equal	@\$ 738.00	\$ 738.00
7j.	120	lin.ft.	4"Ø Weeping tile to outfall	@\$ 1.16	\$ 139.20
7k.	two	---	Alpha type style #164 (96" long) as produced by Knecht & Berchtold or approved equal	@\$ 338.00	\$ 676.00
7l.	180	lin.ft.	3' wide asphalt walkway adjacent to play areas	@\$ 3.90	\$ 702.00

ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	VALUE
8.	2,100	sq.yd.	Topsoil spreading and sodding	@\$ 1.25	\$ 2,625.00
9.	1½	acres	Topsoil spreading and seeding	@\$ 2190.00	\$ 3,285.00
10.	---	---	Remove unusable debris from site to dump	lump sum	\$ 516.00
TOTAL TENDER VALUE					\$ 53,354.45

Any items not specifically mentioned in the above description but shown on the drawings and/or specified will be considered to be included in the above tender values.

The Owner may, without invalidating the Contract, make changes by altering, adding or deducting from the work. The Contract sum will then be adjusted in accordance with the above tendered unit prices and in accordance with the following Scope of Work and Basis of Payment.

BASIS OF PAYMENT/SCOPE OF WORK

The Tenderer hereby agrees that payment for work done for this Contract shall be made in accordance with payment clauses and other provisions of the specifications and the General Conditions. The basis of payment for work done includes all labour, equipment and supplies of materials to complete the work as specified and shall be as follows.

ITEM 1

Payment for stripping and stockpiling of topsoil will include stripping all topsoil related to walkways and play areas, and areas to be re-graded. Topsoil is to be stockpiled where directed. Payment will be made at the lump sum price tendered for the complete work. As part of this price, the Contractor will also be expected to distribute any excess topsoil on the site where directed by the Site Service Authority. Payment will be made at the lump sum tendered.

PERFORMANCE AND MAINTENANCE BOND

Bond No. 83-0120-6795-78

Contract 78-69

Account _____

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

TIMBERGATE ENGINEERING LTD.

hereinafter called "The Principal", and

FIDELITY INSURANCE 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 \$ 39,710.25 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

13th of November, 1978.

Whereas by an Agreement in writing dated the 8th day of November 19 78, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair, or maintenance of _____

Tara Park - Etobicoke Creek Site Improvements
(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

TIMBERGATE ENGINEERING LTD.

Kathy Polje
Witness signs here

Peter D. Galt (Seal)
Principal signs here and seal where applicable

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

L.E. Hill
Witness signs here

L.E. Hill (Seal)
Surety Company Officer signs here with seal
L.E.Hill Attorney-in-fact

CERTIFICATE OF LIABILITY INSURANCE

FIDELITY INSURANCE COMPANY OF CANADA
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON


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

THIS IS TO CERTIFY THAT TIMBERGATE ENGINEERING LTD.
(CONTRACTOR)

Whose Address is 60 Halliwell Drive, Kitchener, Ontario. N2B 2M3
has comprehensive liability insurance in this Company under Policy
No. FMLP 3216 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 JANUARY 31, 1979AND WILL NOT BE ALTERED, CANCELLED OR ALLOWED TO LAPSE WITHOUT
THIRTY (30) DAYS PRIOR NOTICE TO THE CORPORATION.With respect to Contract No. 78-69 for the Construction of
Tara Park - Etobicoke Creek Site ImprovementsWe certify that the Corporation will be coinsured with the Contrac-
tor.DATE: 1978 11 08COUNTERSIGNED: 
SMITH-MACNAUGHTON LIMITED.

PASSED November 6 1978



BY-LAW

No. 290-78

To authorize execution of an
agreement with TIMBERGATE
ENGINEERING LIMITED - Contract
No. 78-69 (Tara Park Etobicoke
Creek Site Improvements)