



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

291-78

*Number* \_\_\_\_\_

To authorize the execution of an agreement with COURT CONTRACTORS LIMITED - Contract No. 78-70 (Elizabeth Street Park Tennis Courts)

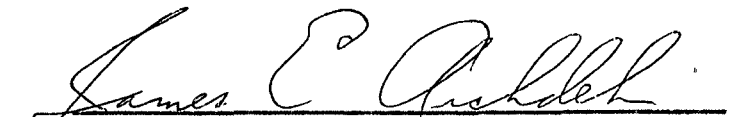
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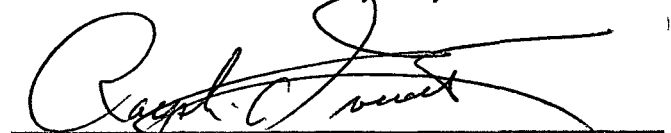
WHEREAS it is deemed expedient to enter into and execute Contract No. 78-70 with Court Contractors Limited;

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. 78-70 with Court Contractors 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. 78-70 with Court Contractors 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



FORM OF TENDER

FOR

CONTRACT NO. 78-70

THIS TENDER SUBMITTED BY COUNT CONTRACTORS LTD FIRM NAME  
OR INDIVIDUAL  
1145 CRESTLAWN DR MISSISSAUGA ADDRESS  
6257372 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) working days after being notified so to do. In the event that 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 by reason of any such default or failure on MY/OUR part.

I/WE PROPOSE SIMCOG + ERIC

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 15 JUNE 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

(\$ 15,000<sup>00</sup>) FIFTEEN THOUSAND DOLLAR  
/100 is enclosed.

Dated at MISSISSAUGA this 25 day of OCT,  
1978.

[Signature]  
SIGNATURE OF WITNESS

[Signature]  
SIGNATURE AND SEAL OF TENDERER





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.

<u>WORK DESCRIPTION</u>	<u>CONTRACTOR'S LUMP SUM BID (IN WORDS)</u>	<u>CONTRACTOR'S LUMP SUM BID (IN FIGURES)</u>
<u>STAGE I</u>		
(a) Excavation & Grading for Tennis Courts, Parking Lot & Surrounding Areas.	FIFTY-TWO THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS	52,750 <sup>00</sup>
(b) Storm Sewer Installation & Manhole Adjustments	TWO THOUSAND SIX HUNDRED	2,600 <sup>00</sup>
(c) Removing Buildings & Equipment; Filling Concrete Structures	FOUR THOUSAND FIVE HUNDRED	4,500 <sup>00</sup>
(d) Construct Walkway under existing Main Street Bridge	FOUR THOUSAND	4,000 <sup>00</sup>
SUB-TOTAL STAGE I	SIXTY-THREE THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS	\$ 63,850 <sup>00</sup>
<u>STAGE II</u>		
(a) Tennis Courts, Walkways, Roadway, Parking Lot & Landscaping	FIFTY-FOUR THOUSAND TWO HUNDRED DOLLARS	54,200 <sup>00</sup>
(b) Lighting & Electrical	TWENTY THOUSAND EIGHT HUNDRED AND FORTY	20,840 <sup>00</sup>
SUB-TOTAL STAGE II	SEVENTY FIVE THOUSAND AND FORTY DOLLARS	\$ 75,040 <sup>00</sup>
TOTAL STAGE I & II	ONE HUNDRED AND THIRTY EIGHT THOUSAND EIGHT HUNDRED AND NINETY	\$ 138,890 <sup>00</sup>

NOTE: The above work descriptions for Stage I & Stage II are in general terms only and the Contractor must refer to the general specifications and Contract Plans for a complete detail of work to be performed.

SCHEDULE OF UNIT PRICES

The following unit prices are to be submitted for any additional work which may be authorized in writing by the Engineer.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1.	Earth Excavation	C.Y.	\$ 2.20
2.	Granular 'B'	TON	\$ 4.25



CONTRACT NO. 78-70

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

If this Tender is accepted I/We Geo Tompkins hereby identify this as the Bid Sheet for Contract No. 78-70 by me/us bearing the date this 25<sup>th</sup> day of October, 1978.

WITNESS C. Cousins

SIGNATURE [Signature]  
SECRETARY

SIGNATURE [Signature]

POSITION IN FIRM SECRETARY

SCHEDULE OF TENDER DATA, PLANS AND SPECIFICATIONS

CONTRACT NO. 78-70

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

- Cover Sheet - 1 Sheet
- Tender Form - 2 Sheets (2 copies)
- Proposed SubContractors - 1 Sheet
- Contractors Experience Record - 1 Sheet
- Information to Tenderer - 9 Sheets
- Bid Sheet - 1 Sheet (2 copies)
- Ontario Retail Sales Tax Exemption - 3 Sheets
- Certificate of Liability Insurance - 1 Sheet
- Performance Bond - 3 Sheets
- Agreement - 4 Sheets
- Scope of Work and Specifications - Sheets
- Drawings - 5 Sheets

By my/our signature, I/We Tom Pagan  
 hereby identify this as the Schedule of Tender Data, Drawings and Specifications  
 for Contract No. 78-70 executed by me/us and bearing date the 25  
 day of OCT, 1978.

WITNESS C. Cousins

SIGNATURE [Signature]

SIGNATURE [Signature]

POSITION IN FIRM SECRETARY

GENERAL CONDITIONS

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

GENERAL TYPE OF CONTRACT: Construction of Tennis Courts

LOCATION: Southwest Brampton Park Development  
Elizabeth Street 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.,

25 October, 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 Tom PHELPS hereby identify this as the General Conditions for Contract No. 78-70 executed by me/us and bearing date the 25 day of OCT, 1978.

WITNESS C. Cousins

SIGNATURE [Signature]

SIGNATURE [Signature]

POSITION IN FIRM SECRETARY

CERTIFICATE OF LIABILITY INSURANCE

\_\_\_\_\_  
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

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

THIS IS TO CERTIFY THAT \_\_\_\_\_  
(CONTRACTOR)

Whose Address is \_\_\_\_\_  
has comprehensive liability insurance in this Company under Policy  
No. \_\_\_\_\_ 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 \_\_\_\_\_

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

With respect to Contract No. \_\_\_\_\_ for the Construction of \_\_\_\_\_

We certify that the Corporation will be coinsured with the Contractor.

DATE: \_\_\_\_\_

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

PERFORMANCE AND MAINTENANCE BOND

Bond No. \_\_\_\_\_

Contract \_\_\_\_\_

Account \_\_\_\_\_

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

hereinafter called "The Principal", and

\_\_\_\_\_  
(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 \$ \_\_\_\_\_ 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 \_\_\_\_\_ of \_\_\_\_\_, 19 \_\_\_\_.

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

\_\_\_\_\_  
(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

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

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

\_\_\_\_\_  
(Seal)  
Surety Company Officer  
signs here with seal

This Agreement made in Quadruplicate this 10th day of November, 1978.

BETWEEN:

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

- AND -

COURT CONTRACTORS 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 I

(A) A general description of the work is:

The construction of tennis courts in the Elizabeth Street Park which also includes the construction of walkways, roadways and parking lot; installation of lighting and construction of walkway under existing Main Street Bridge.

(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 provision 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) General Conditions
- (3) Standard Specifications
- (4) Plans
- (5) Tender

The foregoing documents enumerated 1 to 5, 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 One hundred and thirty-eight thousand, eight hundred and ninety -----DOLLARS (\$138,890.00 )

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:

Court Contractors Ltd.,  
1145 Crestlawn Drive,  
Mississauga, Ontario.

THE COMMISSIONER, PARKS AND RECREATION:

D. M. Gordon,  
Commissioner, 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 or 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 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 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 itmes thereof, more expensive in character, or more onerous to filfil, 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.

*Andrews*  
WITNESS AT TO SIGNATURE OF CONTRACTOR

ADDRESS 393 COUNTRY CLUB CRES.  
MISSISSAUGA

OCCUPATION SECRETARY

COURT CONTRACTORS LTD.

*J.H. White*

CORPORATION OF THE CITY OF BRAMPTON

*Robert J. Collier*  
MAYOR  
*[Signature]*  
CLERK

PERFORMANCE AND MAINTENANCE BOND

Bond No. F - 3951

Contract 78-70

Account \_\_\_\_\_

Amount: \$138,890.00

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

COURT CONTRACTORS LTD.

hereinafter called "The Principal", and

SIMCOE & ERIE GENERAL 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 Obligee", its successors and assigns, in the sum of \$138,890.00----- 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 November, 1978.

Whereas by an Agreement in writing dated the 10th 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 \_\_\_\_\_

Elizabeth Street Park Tennis Courts

(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



CERTIFICATE OF LIABILITY INSURANCE

GENERAL ACCIDENT ASSURANCE 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 COURT CONTRACTORS LTD.  
(CONTRACTOR)

Whose Address is 1145 Crestlawn Drive, Mississauga, Ontario  
has comprehensive liability insurance in this Company under Policy  
No. C183389 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 April 4, 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. 78-70 for the Construction of  
Elizabeth Street Park Tennis Courts

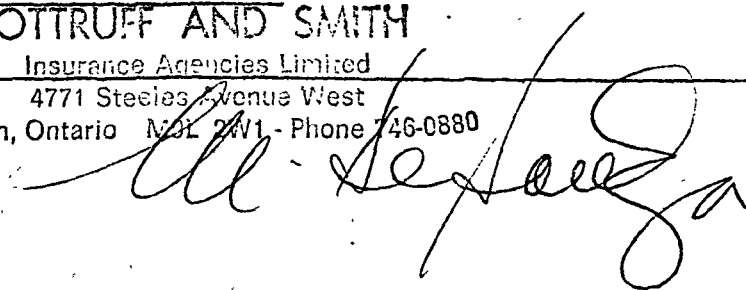
We certify that the Corporation will be coinsured with the Contractor.

DATE: 1978 11 10

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

**POTTRUFF AND SMITH**

Insurance Agencies Limited  
4771 Steeles Avenue West  
Weston, Ontario M3L 2W1 - Phone 746-0880



PASSED November 6 1978

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# BY-LAW

291-78

No. \_\_\_\_\_

To authorize execution  
of an agreement with  
COURT CONTRACTORS LTD.  
Contract No. 78-70  
(Elizabeth Street Park  
Tennis Courts)