

576-5

(E)

14 December, 1949.

Mr. R. S. Davis,
Regional Supervisor of Indian Agencies,
538 Dominion Public Building,
Winnipeg, Manitoba.

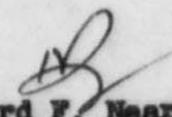
Barn - Brandon Indian Residential School.

Please find attached contract agreement covering the acceptance of the tender of Mr. H. D. Spratling, 1217 - 13th Street, Brandon, Manitoba. The question now concerning me is whether the season is too late to proceed with this work or whether Mr. Spratling can start with the laying of the floor at this stage of the year.

You will note that we have placed the 15th of March as the completion date for this project and would appreciate your comments if this will not be possible.

I would suggest that we delay action on the actual erection of the building until the spring unless you have a mild winter in Manitoba.

You will note that progress payments can be made in accordance with article 3 (b) and a supply of these forms is sent for completion by Mr. Hamilton at the end of each month.


Bernard F. Neary,
Superintendent of Education.

Encl.

RPN/EM

Indian Affairs. (RG 10, Volume 6258, file 576-5, part 11)

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1531 (4 PARTS)
FORM 88 (881)
N.O. 224-21-11331

ARMY MESSAGE

UNCLASSIFIED

(OUTGOING)

FILE: 576-5 (E1)

PLACE

DATE

Ottawa

15 December 1949

R.S. Davis,
Regional Supervisor of Indian Agencies,
538 Dominion Public Bldg.,
Winnipeg, Manitoba.

REFERENCE ARMY SIGNAL DECEMBER 10 ADVISING THAT
TENDER OF H.D. SPRATLING HAD BEEN ACCEPTED
FOR BARN AT BRANDON RESIDENTIAL SCHOOL WE HAVE
REVIEWED CORRESPONDENCE AND FIND IT NECESSARY
TO HAVE MORE DEFINITE INFORMATION BEFORE MR.
SPRATLING PROCEEDS WITH THE WORK -stop- ADVISE
HIM AT ONCE TO DELAY WORK UNTIL WE GIVE FURTHER
ORDERS -stop-

Bernard F. Neary,
Supt. of Indian Education

PP/ST

CONFIRMATION:

PHONED TO: MB S

PHONED BY: ST

TIME: 9:40 AM

ORIGINATOR'S INSTRUCTIONS

SIGNATURE	DEGREE OF PRIORITY	TIME OF ORIGIN

SIGNED

COPY 2

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O. H. M. S.

Handwritten notes:
18/1/49
J. H. M. S.
J. H. M. S.
J. H. M. S.

MR. R. S. DAVIS,

Regional Supervisor of Indian Agencies,

538 Dominion Public Building,

WINNIPEG, Manitoba.

M. & R. 17

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CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE 576-5

(E)

OTTAWA 14 December, 1949.

Mr. R. S. Davis,
Regional Supervisor of Indian Agencies,
538 Dominion Public Building,
Winnipeg, Manitoba.

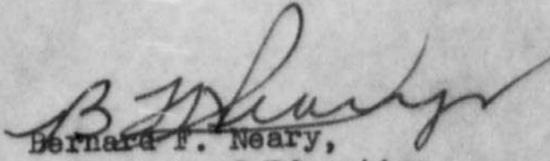
Barn - Brandon Indian Residential School.

Please find attached contract agreement covering the acceptance of the tender of Mr. H. D. Spratling, 1217 - 13th Street, Brandon, Manitoba. The question now concerning me is whether the season is too late to proceed with this work or whether Mr. Spratling can start with the laying of the floor at this stage of the year.

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I would suggest that we delay action on the actual erection of the building until the spring unless you have a mild winter in Manitoba.

You will note that progress payments can be made in accordance with article 3 (b) and a supply of these forms is sent for completion by Mr. Hamilton at the end of each month.


Bernard F. Neary,
Superintendent of Education.

Encl.

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DEPARTMENT OF MINES & RESOURCES
INDIAN AFFAIRS BRANCH

CONTRACT AGREEMENT

THIS AGREEMENT made (in triplicate) the
..... day of in the
year Nineteen Hundred and Forty-Nine A.D.

BETWEEN:

H. D. SPRATLING, of BRANDON, Manitoba,
.....
hereinafter called "The Contractor", of the first part;

AND His Majesty the King, represented by the Minister of
Mines and Resources of Canada, hereinafter called "The Minister",
of the second part,

WHEREAS the party of the first part, for the consider-
ation hereinafter mentioned, has agreed with the party of the
second part, to do, furnish and perform the work, materials,
matters and things required to be done, furnished and performed,
in the manner hereinafter described, in connection with the
work or works;

NOW THIS INDENTURE WITNESSETH that the said parties
hereto, hereby covenant, promise and agree, each with the other
as follows:

ARTICLE I: The covenants, clauses, provisos and conditions
of the Tender Form, General Instructions to Bidders, and
Specifications, (embracing the General Conditions, Labour Con-
ditions, General Specifications and Trade Specifications) together
with the drawings and such additional detail drawings, shop
drawings and instructions, as may from time to time be furnished,
shall be as fully part of this Agreement as if attached hereto, or
herein repeated, and should the Contractor or Minister fail to
sign them, they shall nevertheless be binding on both parties.

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ARTICLE II: The Contractor undertakes and agrees:-

- (a) to do, furnish and perform, the works, materials, matters and things required to be done, furnished and performed, in connection with the following

work or works namely,- ERECTION of Barn at Indian Residential School, Brandon, Manitoba: Excavate for Footings, supply and place all necessary Fill, supply crib work, and supply and place Concrete mixed 5 -1/2 bags to the yard, using Bird's Hill gravel for both walls and floor; supply all necessary reinforcing, namely stubs set in footings to tie the footings and walls together; supply and place four (4) 1/2" rods in walls as shown on Plan.

Floor:- Supply and place 6 x 6 mesh #8 - 8 Guage reinforcing for the Concrete Floor. Do all necessary forming for aisles, stalls and mangers. Four 6" - 3000 lb, concrete floor, to be trowelled smooth excepting in the cow stalls.

This Estimate includes Anchors in the concrete, and setting up the Beatty equipment.

- (b) to complete substantially, and to the satisfaction of the Minister, all the work, on or before the date or dates following, viz:-
the.....fifteenth..... day ofMARCH.....
Nineteen Hundred and ..FIFTY.....A.D.

- (c) Time shall be deemed to be material and of the essence of this contract.

ARTICLE III: The Minister undertakes and agrees, in consideration of the premises, and subject to the performance and observation on the part of the Contractor, of all covenants, provisos and conditions in the specifications contained:

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- (a) To pay the Contractor in current funds, for the performance of the contract ... Four Thousand Three Hundred Dollars (\$4,300.00);
 subject to additions and deductions as provided for in the Specifications governing the work.
- (b) To make progress payments on account thereof, as provided for in the Specifications, equal to ninety per cent (90%) of the value, proportionate to the amount of the Contract, of labour and materials incorporated into the work, as estimated by the Engineer, less the aggregate of previous payments.
- (c) On completion of the entire work, and on full performance of the covenants and clauses of the Specifications, to make full payment of the balance due under the Contract, as set out in the Specifications.

ARTICLE IV: The Contractor and the Minister for themselves, their successors, executors, administrators and assigns, hereby undertake and agree, to the full performance of the covenants contained herein.

Indian Affairs. (RG 10, Volume 6258, file 576-5, part 11)

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IN WITNESS WHEREOF these presents have been signed and sealed on behalf of His Majesty, by the Deputy Minister of the Department of Mines and Resources, and the Contractor, the day and year first above written.

Signed, sealed and delivered)
on behalf of His Majesty, in)
manner aforesaid, in the)
presence of:)
.....)
Witness)

.....
Deputy Minister of Mines
and Resources.

Signed, sealed and delivered)
by the Contractor, in the)
presence of:)
.....)
Witness)

.....
Contractor.

Indian Affairs. (RG 10, Volume 6258, file 576-5, part 11)

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ONTARIO) I.....
 COUNTY OF CARLETON) of the City of Ottawa, in the County of
 TO WIT) Carleton, Province of Ontario, Civil Servant
) make oath and say:

1. That I was personally present, and saw the within instrument, and two duplicate copies thereof duly executed by the therein named..... Deputy Minister of the Department of Mines and Resources at the said City of Ottawa.

2. That I know the said and that he is in my belief of the full age of twenty-one years.

3. That I am a subscribing witness to such execution.

SWORN before me at the City of Ottawa)
 in the County of Carleton this)
 day of..... 19.....AD)
A Notary Public) (Witness)
 in and for the Province of Ontario.)

.....) I.....
 COUNTY OF.....) of the..... of.....
 TO WIT) Province of.....
) make oath and say:

1. That I was personally present and saw the within instrument and two duplicate copies thereof duly executed by the therein named..... Contractor at the said.....

2. That I know the said party, and that he is in my belief of the full age of twenty-one years.

3. That I am a subscribing witness to such execution

SWORN before me at the..... of.....)
 in the County of..... this)
 ... day of 19.....AD)
A Notary Public) (Witness)
 in and for the Province of.....)

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DEPARTMENT OF MINES & RESOURCES
INDIAN AFFAIRS BRANCH

CONTRACT AGREEMENT

THIS AGREEMENT made (in triplicate) the
..... day of in the
year Nineteen Hundred and **Forty-Nine** A.D.

BETWEEN:

H. D. SPRATLING, of BRANDON, Manitoba,
.....
hereinafter called "The Contractor", of the first part;

AND His Majesty the King, represented by the Minister of
Mines and Resources of Canada, hereinafter called "The Minister",
of the second part,

WHEREAS the party of the first part, for the consider-
ation hereinafter mentioned, has agreed with the party of the
second part, to do, furnish and perform the work, materials,
matters and things required to be done, furnished and performed,
in the manner hereinafter described, in connection with the
work or works;

NOW THIS INDENTURE WITNESSETH that the said parties
hereto, hereby covenant, promise and agree, each with the other
as follows:

ARTICLE I: The covenants, clauses, provisos and conditions
of the Tender Form, General Instructions to Bidders, and
Specifications, (embracing the General Conditions, Labour Con-
ditions, General Specifications and Trade Specifications) together
with the drawings and such additional detail drawings, shop
drawings and instructions, as may from time to time be furnished,
shall be as fully part of this Agreement as if attached hereto, or
herein repeated, and should the Contractor or Minister fail to
sign them, they shall nevertheless be binding on both parties.

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ARTICLE II: The Contractor undertakes and agrees:-

- (a) to do, furnish and perform, the works, materials, matters and things required to be done, furnished and performed, in connection with the following

work or works namely,- **ERECTION of Barn at Indian Residential School, Brandon, Manitoba: Excavate for Footings, supply and place all necessary Fill, supply crib work, and supply and place Concrete mixed 5 -1/2 bags to the yard, using Bird's Hill gravel for both walls and floor; supply all necessary reinforcing, namely stubs set in footings to tie the footings and walls together; supply and place four (4) 1/2" rebs in walls as shown on Plan.**
Floor:- Supply and place 6 x 6 mesh #8 - 8 Gauge reinforcing for the Concrete Floor. Do all necessary forming for aisles, stalls and mangers. Four 6" - 3000 lb. concrete floor, to be trowelled smooth excepting in the cow stalls.

This Estimate includes Anchors in the concrete, and setting up the Beatty equipment.

- (b) to complete substantially, and to the satisfaction of the Minister, all the work, on or before the date or dates following, viz:-
the.....**fifteenth**..... day of **MARCH**
Nineteen Hundred and ...**FIFTY**.....A.D.
- (c) Time shall be deemed to be material and of the essence of this contract.

ARTICLE III: The Minister undertakes and agrees, in consideration of the premises, and subject to the performance and observation on the part of the Contractor, of all covenants, provisos and conditions in the specifications contained:

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- (a) To pay the Contractor in current funds, for the performance of the contract **Four Thousand Three Hundred Dollars (\$4,300.00);**
 subject to additions and deductions as provided for in the Specifications governing the work.
- (b) To make progress payments on account thereof, as provided for in the Specifications, equal to ninety per cent (90%) of the value, proportionate to the amount of the Contract, of labour and materials incorporated into the work, as estimated by the Engineer, less the aggregate of previous payments.
- (c) On completion of the entire work, and on full performance of the covenants and clauses of the Specifications, to make full payment of the balance due under the Contract, as set out in the Specifications.

ARTICLE IV: The Contractor and the Minister for themselves, their successors, executors, administrators and assigns, hereby undertake and agree, to the full performance of the covenants contained herein.

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IN WITNESS WHEREOF these presents have been signed and sealed on behalf of His Majesty, by the Deputy Minister of the Department of Mines and Resources, and the Contractor, the day and year first above written.

Signed, sealed and delivered)
on behalf of His Majesty, in)
manner aforesaid, in the)
presence of:)
.....)
Witness)

.....
Deputy Minister of Mines
and Resources.

Signed, sealed and delivered)
by the Contractor, in the)
presence of:)
.....)
Witness)

.....
Contractor.

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A Notary Public) (Witness)
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DEPARTMENT OF MINES & RESOURCES
INDIAN AFFAIRS BRANCH

CONTRACT AGREEMENT

THIS AGREEMENT made (in triplicate) the
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BETWEEN:

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.....
hereinafter called "The Contractor", of the first part;

AND His Majesty the King, represented by the Minister of
Mines and Resources of Canada, hereinafter called "The Minister",
of the second part,

WHEREAS the party of the first part, for the consider-
ation hereinafter mentioned, has agreed with the party of the
second part, to do, furnish and perform the work, materials,
matters and things required to be done, furnished and performed,
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work or works;

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IN WITNESS WHEREOF these presents have been signed and sealed on behalf of His Majesty, by the Deputy Minister of the Department of Mines and Resources, and the Contractor, the day and year first above written.

Signed, sealed and delivered)
on behalf of His Majesty, in)
manner aforesaid, in the)
presence of:)

.....
Witness)

.....
Deputy Minister of Mines
and Resources.

Signed, sealed and delivered)
by the Contractor, in the)
presence of:)

.....
Witness)

.....
Contractor.

Indian Affairs. (RG 10, Volume 6258, file 576-5, part 11)

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 in the County of Carleton this)
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A Notary Public) (Witness)
 in and for the Province of Ontario.)

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 TO WIT) Province of.....
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2. That I know the said party, and that he is in my belief of the full age of twenty-one years.

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DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

CERTIFICATE OF CONTRACTOR

AUTHORITY ENCUMBRANCE NO.
(P.C. No.)

Progress Payment No. Page No.
Date 19

Date of Contract

Nature of Work

AGENCY

LOCATION

DESCRIPTION OF WORK COMPLETED	Current	Previous Claims	Total To Date	Remarks

1. Certified that the supplies and materials have been received and accepted, and are for the purposes of this contract.
2. That the productive labour has been paid for and was used exclusively for the purpose of the contract.
3. That the overhead items have accrued and are a fair and reasonable charge to this contract.

Signed

CERTIFICATE OF INSPECTOR OR
INDIAN SUPERINTENDENT

Certified that all goods herein have been received, and all services here in have been rendered, and that the claim is in accordance with the contract.

Signed

CERTIFICATE OF TREASURY OFFICIAL

Certified that I have checked the labour, material and overhead claimed herein and that amount claimed is in accordance with contract.

Signed

APPROVED:

Division Official

Director of Indian Affairs

INITIALS

PROGRESS TO DATE

DEDUCT PREVIOUS CLAIMS

AMOUNT OF THIS PROGRESS PAYMENT

EXAMINED AND CERTIFIED CORRECT

EXCEPT AS NOTED ABOVE

Indian Affairs. (RG 10, Volume 6258, file 576-5, part 11)

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DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

CERTIFICATE OF CONTRACTOR

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2. That the productive labour has been paid for and was used exclusively for the purpose of the contract.

3. That the overhead items have accrued and are a fair and reasonable charge to this contract.

Signed

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INDIAN SUPERINTENDENT

Certified that all goods herein have been received, and all services here in have been rendered, and that the claim is in accordance with the contract.

Signed

CERTIFICATE OF TREASURY OFFICIAL

Certified that I have checked the labour, material and overhead claimed herein and that amount claimed is in accordance with contract.

Signed

APPROVED:

Division Official

Director of Indian Affairs

INITIALS

AUTHORITY ENCUMBRANCE NO.

(P.C. No.)

Progress Payment No. Page No.

Date of Contract

Date 19

Nature of Work

AGENCY

LOCATION

DESCRIPTION OF WORK COMPLETED	Current	Previous Claims	Total To Date	Remarks

PROGRESS TO DATE

DEDUCT PREVIOUS CLAIMS

AMOUNT OF THIS PROGRESS PAYMENT

EXAMINED AND CERTIFIED CORRECT EXCEPT AS NOTED ABOVE

Indian Affairs. (RG 10, Volume 6258, file 576-5, part 11)

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DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

CERTIFICATE OF CONTRACTOR

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AUTHORITY ENCUMBRANCE NO.
(P.C. No.)

Progress Payment No. Page No.

Date of Contract

Date 19

Nature of Work

AGENCY

LOCATION

DESCRIPTION OF WORK COMPLETED	LOCATION		Previous Claims	Total To Date	Remarks
	Current				

Signed

CERTIFICATE OF INSPECTOR OR
INDIAN SUPERINTENDENT

Certified that all goods herein have been received, and all services here in have been rendered, and that the claim is in accordance with the contract.

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CERTIFICATE OF TREASURY OFFICIAL

Certified that I have checked the labour, material and overhead claimed herein and that amount claimed is in accordance with contract.

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APPROVED:

Division Official

Director of Indian Affairs

PROGRESS TO DATE

DEDUCT PREVIOUS CLAIMS

AMOUNT OF THIS PROGRESS PAYMENT

EXAMINED AND CERTIFIED CORRECT
EXCEPT AS NOTED ABOVE

INITIALS

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CERTIFICATE OF CONTRACTOR

DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

ENCUMBRANCE NO.

AUTHORITY
(P.C. No.)

Progress Payment No. Page No.

Date 19

Date of Contract

Nature of Work

AGENCY

LOCATION

DESCRIPTION OF WORK COMPLETED	LOCATION		Total To Date	Remarks
	Current	Previous Claims		

1. Certified that the supplies and materials have been received and accepted, and are for the purposes of this contract.
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Signed

CERTIFICATE OF INSPECTOR OR
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Certified that all goods herein have been received, and all services here in have been rendered, and that the claim is in accordance with the contract.

Signed

CERTIFICATE OF TREASURY OFFICIAL

Certified that I have checked the labour, material and overhead claimed herein and that amount claimed is in accordance with contract.

Signed

APPROVED:

Division Official

.....

Director of Indian Affairs

.....

PROGRESS TO DATE

DEDUCT PREVIOUS CLAIMS

AMOUNT OF THIS PROGRESS PAYMENT

EXAMINED AND CERTIFIED CORRECT
EXCEPT AS NOTED ABOVE

INITIALS

Indian Affairs. (RG 10, Volume 6258, file 576-5, part 11)

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AIR MAIL

December 15th, 1949.

Mr. R.S. Davis,
Regional Supervisor of
Indian Agencies,
538 Dominion Public Bldg.,
Winnipeg, Manitoba.

Re: Brandon Indian Residential School

I desire to confirm the following army
signal sent to you this morning:

"Reference army signal December 10 advising
that tender of H.D. Spratling had been accepted for
barn at Brandon Residential School, we have reviewed
correspondence and find it necessary to have more
definite information before Mr. Spratling proceeds
with the work. Advise him at once to delay work until
we give further orders."

Our reason for sending the above communication
is due to the fact that we have reviewed previous
correspondence, and before proceeding we wish to have
some definite assurance regarding the total cost of the
barn.

No doubt you have on file a copy of Mr.
Connolly's letter of August 29th, offering us the
building at Camp Shilo at a cost of \$2,675.00 delivered
to the Brandon School. We approved purchase of this
building, and arrangements were made accordingly.
The third paragraph of this particular letter reads
as follows:

"It is estimated that the erection cost will
be \$300.00 and shingling would cost in the vicinity of
\$500.00."

.....2

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When we first read Mr. Spratling's tender of October 26th, copy of which is enclosed, we were under the impression that his tender of \$4,300.00 would be sufficient to provide the foundation and erect the building. However, on rereading his letter of October 27th, copy of which is also enclosed, we are not certain that our first impression was correct.

It would appear from very careful reading of Mr. Spratling's latter letter that Mr. Spratling considers it is going to be a rather costly job to complete the barn, even after spending \$4,300.00 for the work mentioned in his letter of October 26th. If so, this information is considerably different from the information contained in Mr. Connolly's letter of August 29th.

Before proceeding further, we would like to have a complete report from you answering the questions raised in this letter.

We have had some unfortunate experiences in awarding contracts on a cost plus basis, and it is our intention to avoid these in future.

We are not prepared to proceed further at the present time until we receive for consideration a quotation on fully completing the barn.

I suggest you interview Mr. Connolly of North American Buildings Limited with a view to obtaining a price from him.



Bernard F. Neary,
Supt. of Indian Education

PP/ST

Attachs.

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ARMY
MESSAGE

DEC 17 20 30 49 10329

IF THIS MESSAGE IS
INCORRECTLY DELIVERED
RETURN TO ARMY MESSAGE LTD.

316042

C.A.F.B. 14420

PJD 274

DATE

WJA282

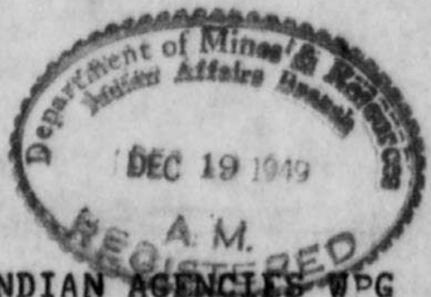
AW 86

NM JCPA

DE JCWAC 78

NM 17 DEC 49

FM RS DAVIS REG SUPVR INDIAN AGENCIES WPG
TO INDIAN AFFAIRS BR DEPT M AND S OTTAWA



ARMY GRNC

MR SPRATLING HAS BEEN ADVISED NOT TO PROCEED WITH WORK
OF BARN AT BRANDON RESIDENTIAL SCHOOL STOP WILL DISCUSS
MATTER WITH MR CONNOLLY AND ADVISE

171820Z

JB

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