



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

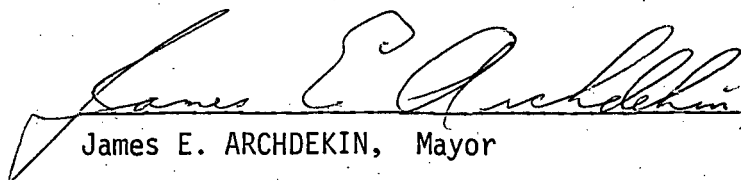
Number 243-80


To authorize the execution of an agreement
with PARIS PLAYGROUND EQUIPMENT LIMITED -
Contract No. 80-44 (supply and installation
of playground equipment)

The Council of The Corporation of the City of Brampton ENACTS as
follows:

1. The Mayor and the Clerk are hereby authorized to execute
an agreement dated 1980 08 12 between the City and
PARIS PLAYGROUND EQUIPMENT LIMITED, relating to the
supply and installation of playground equipment.
(Contract No. 80-44).

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this
8th day of September, 1980.


James E. ARCHDEKIN, Mayor


Robert D. TUFTS, Acting Clerk

CONTRACT NO. 80-44

This Agreement made in Quadruplicate this 12th day of August, 19 80.

BETWEEN:

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

- AND -

Paris Playground Equipment Limited, Paris, Ont.
(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 :

Supply & Installation of Playground Equipment at various
_____ locations in Brampton, 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, 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 Commissioner of Parks and Recreation, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular way to the Corporation within the time specified in the General Conditions, 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 work 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 documents 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

(Forty Four Thousand, One Hundred & Thirty Six Dollars &

Eighty Eight Cents).

DOLLARS (\$ 44,136.88

)

in accordance with the unit prices as set out in the Form of Tender, as may be applicable, forming part of this Contract, and in accordance with the Provisions as set out in the Conditions and Specifications forming part of this Contract.

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 Commissioner of 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 Commissioner of Parks and Recreation at the following addresses :-

THE CONTRACTOR:

Paris Playground Equipment Limited. Paris, Ont.
P.O. Box 125,
Cott Avenue,
PARIS, Ontario

THE COMMISSIONER:

D. M. Gordon,
Commissioner, Parks & Recreation,
City of Brampton,
150 Central Park Drive,
Brampton, Ontario

ARTICLE 5. (Cont'd.)

However, in the matter of "Call Back Work", as defined in the Information to Tenderers, verbal communication with the Contractor shall be deemed as sufficient notice.

ARTICLE 6.

A copy of each of the Contract documents is hereto annexed and together with the Specifications and/or the Ministry of Transportation and Communications Specifications 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 this 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 effect 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 fulfill, 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.

Debbie Kempert

WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS

Paris, Ontario

OCCUPATION

Secretary

Paris Playground Equipment Limited
Paris, Ont.

[Signature]

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON
DATE *7/5/80*

CORPORATION OF THE CITY OF
BRAMPTON

[Signature]
MAYOR

[Signature]
CLERK

AUTHORIZATION BY-LAW
NUMBER 243-80
PASSED BY CITY
COUNCIL ON THE 8TH
DAY OF SEPTEMBER 1980

THE CORPORATION OF THE CITY OF BRAMPTON
PARKS AND RECREATION DEPARTMENT

JUL 21 1980

T E N D E R

CONTRACT NO. 80-44

PARIS PLAYGROUND EQUIPMENT LTD.

NAME OF FIRM OR INDIVIDUAL (THE CONTRACTOR OR SUPPLIER)

P.O.Box 125 Scott Ave. Paris Ont. (519) 442-6331

ADDRESS AND TELEPHONE NUMBER

IN INK OR
TYPEWRITER

Edward Attlebery

NAME OF PERSON SIGNING FOR FIRM

Export Sales Manager

OFFICE OF PERSON SIGNING FOR FIRM

FOR:- SUPPLY AND INSTALLATION OF PLAYGROUND EQUIPMENT
LOCATION:- VARIOUS LOCATIONS, BRAMPTON, ONTARIO

M.S. LINGARD,
PURCHASING AGENT.

D.M. GORDON,
COMMISSIONER - PARKS &
RECREATION.

THE CORPORATION OF THE CITY OF BRAMPTON
150 CENTRAL PARK DRIVE,
BRAMPTON, ONTARIO
L6T 2T9.

FORM OF TENDER

FOR

CONTRACT NO. 80-44

THIS TENDER SUBMITTED BY Paris Playground Equipment Ltd FIRM NAME OR
INDIVIDUAL
P.O.Box 125 Scott Ave Paris ADDRESS
(519) 442-6331 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 signatures 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 Commissioner of Parks and Recreation, and the Purchasing Agent, by and on behalf of the Corporation of the City of Brampton and hereby acknowledge 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 and to accept in full payment therefore the sums calculated in accordance with the actual measured quantities and unit prices set forth in the Schedule of Quantities and Unit Prices attached hereto.

I/We, further declare that, if the tender is accepted by the City, we will execute whatever additional work may be required at the Unit Prices shown herein, in strict conformity and in all respects with the requirements of this tender, specifications, general conditions and form of agreement hereto annexed or to be annexed hereto.

I/We, also agree that deductions from the said contract, if any shall be made at the Unit Prices shown in the Schedule of Quantities and Unit Prices as herein contained.

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 Performance Bond and/or Deposit, 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 reason of such default or failure, or by reason of such acting, as aforesaid, on their part, including the cost of any advertising 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 N7 A

A Company which is willing to become bound with Me/Us in the amount designated for the 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 September 15th 1980

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

(\$ 4,359.68) Four thousand, three hundred and fifty-nine and sixty-eight/100 is enclosed.

Dated at Paris this twenty-third day of July

19 80.

Mike Hayward
SIGNATURE OF WITNESS

David G. [Signature]
SIGNATURE & SEAL OF TENDERER

SCHEDULE OF TENDER DATA, PLANS & SPECIFICATIONS

CONTRACT NO. 80-44

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

- Cover Sheet - Page 1
- Information to Tenderers - Pages 2 - 7
- Schedule Form - Page 8
- General Conditions - Page 9
- Tender Form - Pages 10 & 11 (2 copies)
- Proposed Sub-Contractors - Page 12
- Contractor's Experience Record - Page 13
- Bid Sheets- Pages 14 & 15 (2 copies)
- Ontario Retail Sales Tax Exemption - 3 Sheets
- Certificate of Liability Insurance - 1 Sheet
- Performance Bond - 3 Sheets
- ~~Agreement to Bond - 1 Sheet~~
- Agreement - 4 Sheets

By my/our signature, ~~me~~^x/We, Paris Playground Equipment Ltd
 hereby identify this as the Schedule of Tender Data,
 Plans and Specifications for Contract No. 80-44
 executed by ~~me~~^{xx}/us and bearing date the twenty-third
 day of July 1980.

WITNESS Mike Hayward

SIGNATURE *Edward Anthony*

SIGNATURE *Mike Hayward*

POSITION IN FIRM Export Sales Mgr.

GENERAL CONDITIONS

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

GENERAL TYPE OF CONTRACT: SUPPLY & INSTALLATION OF PLAYGROUND EQUIPMENT

LOCATION: Various Locations, Brampton, Ontario

SUBMISSION OF TENDER: Your tender must be made on this form and returned sealed in the enclosed envelope ON OR BEFORE 2:00 o'clock p.m., E.D.S.T.,

WEDNESDAY, JULY 30th, 1980.

addressed to Mr. M.S. Lingard,
Purchasing Agent, Supply & Services,
The Corporation of the City of Brampton.
(One extra copy of the Form of Tender
and Bid Sheets is included for your
retention.

Pages 10, 11, 14 & 15.

The lowest or any tender is not necessarily accepted.

COMPLETION DATE: Not later than September 15th, 1980.

The Contractor shall supply all materials for this Contract.

By ~~my~~our signature hereunder, I/We Paris Playground Equipment Ltd.
hereby identify this as the General Conditions for Contract No. 80-44
executed by me/us and bearing date the twenty-third day of July
1980.

WITNESS Mike Hayward

SIGNATURE *Edward Galtrey*

SIGNATURE *Mike Hayward*

POSITION IN FIRM Export Sales Mgr.

SPECIFICATIONS AND BID SHEET

CONTRACT NO. 80-44

SUPPLY & INSTALLATION OF PLAYGROUND EQUIPMENT

To supply, deliver and install various types of Playground Equipment as listed below. The following items are required for various Park Locations in the City of Brampton.

All equipment to be painted except wooden structures.

All equipment as available from Paris Playground Equipment or approved alternate.

QTY.	DESCRIPTION	"A"		"B"	
		UNIT PRICE	TOTAL PRICE	INSTALLATION UNIT PRICE	TOTAL INSTALLATION PRICE
2	Model CR-4503	\$2294.55	\$4589.10	\$455.00 2749.55	\$910.00
1	Model CR-4501	\$2783.50	\$2783.50	\$553.00 3336.50	\$553.00
1	Model CR-4502	\$2379.27	\$2379.27	\$475.00 2854.27	\$475.00
2	Model CR-4506	\$2897.61	\$5795.22	\$575.00 3472.61	\$1150.00
3	Model CR-6002	\$3751.92	\$11,255.76	\$745.00 4496.92	\$2,235.00
1	Model CR-7501	\$4823.51	\$4823.51	\$960.00 5783.51	\$960.00
1	Model CR-1401-S	\$247.32	\$247.32	\$100.00 3473.2	\$100.00
1	Model CR-1411-S	\$464.38	\$464.38	\$100.00 5643.8	\$100.00
1	Model CR-1404-S	\$508.88	\$508.88	\$100.00 609.88	\$100.00
1	Model CR-1402-S	\$275.27	\$275.27	\$100.00 375.27	\$100.00
1	Model CR-1508	\$986.83	\$986.83	\$196.00 1182.83	\$196.00
4	Swing Set Model A4B-CHD	\$281.39	\$1125.56	\$100.00 3813.9	\$400.00
12	Riding Horses 4-H-2	\$116.65	\$466.60	\$ 25.00 141.65	\$100.00
	4-H-11	\$ 87.12	\$348.48	\$ 25.00 112.12	\$100.00
	4-H-16	\$127.05	\$508.20	\$ 25.00 152.05	\$100.00

"A" TOTAL EQUIPMENT PRICE ~~\$36,047.88~~ 36,557.88 2

"B" TOTAL INSTALLATION PRICE \$ 7,579.00 ✓

SPECIFICATIONS AND BID SHEET

CONTRACT NO. 80-44

SUPPLY & INSTALLATION OF PLAYGROUND EQUIPMENT

TOTAL LUMP SUM PRICE A & B Forty-three thousand five
hundred ninety-six and eighty-eight one hundredths dollars

(IN WORDS)

~~\$ 43,596.88~~ 44,136.88

(IN FIGURES)

Delivery will be four weeks from receipt of order.

Bidders may bid on any one, more than one or all of the above items.

1. The catalogue model numbers are from the 1980 Paris Playground Equipment catalogue but approved alternates will be considered.
2. Alternates may be quoted providing complete manufacturer's literature, specifications and scaled models of creative wood structures are submitted with tender.
3. Prices quoted shall include all sales and excise taxes in force or applicable with the exception of Ontario Sales Tax and shall be delivered F.O.B. Brampton, Ontario.
4. Please note that in each case a separate unit price is requested for the installation of the equipment. The City will reserve the right to undertake the installation by City Forces.
5. Locations of installation can be seen by contacting the Parks & Recreation Department at 793-4110 Extn. 260, Mr. Robert Reid.
6. The supply and installation of equipment must be completed no later than September 15th, 1980.
7. The lowest or any tender is not necessarily accepted and the City of Brampton reserves the right to accept all or any portion thereof.

CERTIFICATE OF LIABILITY INSURANCE

2006 1 9 1980

THE INSURANCE CORPORATION OF IRELAND LIMITED
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 150 CENTRAL PARK DRIVE, BRAMPTON, ONTARIO L6T 2T9.

THIS IS TO CERTIFY THAT Paris Playground Equipment Limited. Paris, Ont.
(CONTRACTOR)

Whose Address is P.O. Box 125, Scott Avenue, Paris, Ontario
has comprehensive liability insurance in this Company under Policy
No. 3 00 81 21 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 \$500,000.00 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 January 15, 1981

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

With respect to Contract No. 80-44 for the ~~construction of~~
Supply & Installation of Playground Equipment at various locations in

Brampton, Ont.
We certify that the Corporation will be coinsured with the Contractor.

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON

DATE 8/19/80

DATE: August 19, 1980
READ-McVICAR LIMITED

COUNTERSIGNED: *3ig Misiak per [Signature]*

NAME OF AGENCY OR COMPANY READ-McVICAR LIMITED 25 King Street, Brantford

AUG 13 1980

PERFORMANCE AND MAINTENANCE BOND

Bond No. 16-1497

Contract 80-44

Account _____

KNOW ALL MEN BY THESE PRESENTS, that we Paris Playground Equipment
(The Contractor)
Limited Paris, Ont.

hereinafter called "The Principal", and

Pitts 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 \$ 44,136.88 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
22nd of August, 1980.

Whereas by an Agreement in writing dated the 12th day of August, 19 80, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the ~~construction, alteration, repair, maintenance and~~ Supply & Installation of Playground Equipment at various locations in
(Description of Works)

Brampton, Ontario

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.

APPLICABLE AS TO LAW DATE
[Signature]
DATE 8/22/80

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

Debbie Kempert
Witness signs here

Paris Playground Equipment Limited
Paris, Ont.

Samuel Maggs (Seal)
Principal signs here and seal where applicable

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

Witness signs here

Pitts Insurance Company

[Signature] (Seal)
Surety Company Officer signs here with seal

PASSED September 8th, 19 80



BY-LAW

No. 243-80

To authorize the execution of an agreement with PARIS PLAYGROUND EQUIPMENT LIMITED - Contract No. 80-44 (supply and installation of playground equipment)