



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 333-79

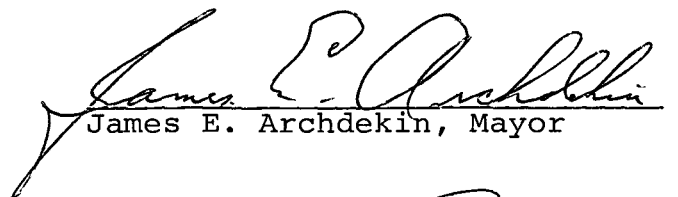
To authorize the execution of an Agreement with INTERNATIONAL TIME RECORDER COMPANY LIMITED - Contract No.79-49 (Supply & Installation of Ten (10) Only Bus Passenger Shelters).

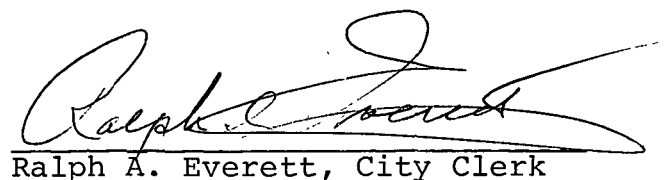
WHEREAS it is deemed expedient to enter into and execute Contract No.79-49 with International Time Recorder Company Limited;

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.79-49 with International Time Recorder Company 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.79-49 with International Time Recorder Company Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 26th day of November, 1979.


James E. Archdekin, Mayor


Ralph A. Everett, City Clerk

This Agreement made in Quadruplicate this 25th day of September, 1979

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

- AND -
INTERNATIONAL TIME RECORDER CO. 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 :
Supply and Installation of Ten (10) only
Bus Passenger Shelters
-
-
-

(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 Public Works, 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

(Nine Thousand, Eight Hundred & Fifty Dollars)

DOLLARS (\$ 9,850.00)

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 Public Works, 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 Public Works at the following addresses :-

THE CONTRACTOR:

International Time Recorder Co. Ltd.,
535 Oxford Street,
Toronto, Ontario
M8Y 1E5.

THE COMMISSIONER,

J. F. Curran, P. Eng.,
Commissioner of Public Works,
City of Brampton
24 Queen St. E.,
Brampton, Ontario
L6V 1A4.

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.

B. Alderson
WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS 545 The West Mall #711
Chabecote, Ont

OCCUPATION Secretary

International Time Recorder Co. Ltd

[Signature]
Pais


CORPORATION OF THE CITY OF
BRAMPTON

James E. Pugh
MAYOR

[Signature]
CLERK

CITY OF BRAMPTON

T E N D E R

(LUMP SUM PRICE)

CONTRACT NO. 79-49

INTERNATIONAL TIME RECORDER CO. LTD.

535 OXFORD ST., TORONTO, ONT. M8Y 1E5

NAME OF FIRM OR INDIVIDUAL (THE CONTRACTOR OR SUPPLIER)

ADDRESS AND TELEPHONE NUMBER

752 1186

NAME OF PERSON SIGNING FOR FIRM

OFFICE OF PERSON SIGNING FOR FIRM

IN INK OR
TYPEWRITER

FOR: SUPPLY AND INSTALLATION OF TEN (10) BUS PASSENGER SHELTERS

LOCATION: VARIOUS WITHIN THE CITY OF BRAMPTON

M.S. Lingard,
Purchasing Agent.

J.F. Curran, P.Eng.,
Commissioner of Public Works.

THE CORPORATION OF THE
CITY OF BRAMPTON
24 Queen Street East
Brampton, Ontario
L6V 1A4.

FORM OF TENDER

FOR
CONTRACT NO. 79-49

THIS TENDER SUBMITTED BY INTERNATIONAL TIME RECORDERS CO. LTD. FIRM NAME OR
INTERNATIONAL TIME RECORDERS CO. LTD. INDIVIDUAL
535 OXFORD ST., TORONTO, ONT. M8Y 1G5 ADDRESS

(416) 252-1186 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 Public Works 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 Waterloo Mutual Ins.

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 date of completion as referred to in the General Conditions shall be 50 working days from the date of written order to commence work. The Contractor agrees to pay the Corporation \$10.00 as liquidated damages, per day for each and every day that any portion of the work remains incompleted, after the time of completion as specified above.

A certified cheque in the amount of \$ 985.00
Nine Hundred Eighty Five 100 is enclosed.

Dated at Brampton this 6 day of Sept, 19 79.

[Signature]
SIGNATURE OF WITNESS

[Signature]
SIGNATURE & SEAL OF TENDERER

BID SHEET

CONTRACT NO. 79-49

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

The Contractor or Supplier shall prepare this bid legibly in ink or by typewriter.

The Contractor's or Supplier's 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 Contractor's or Supplier's lump sum price and the figures shall be ignored.

| <u>CONTRACT</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|----------------------|--------------------------------------|---|--|
| 79-49 | Ten (10) only Bus Passenger Shelters | \$ <u>985.00</u> ⁰⁰ / ₁₀₀ a. x 10 | \$ <u>9850.00</u> ⁰⁰ / ₁₀₀ |
| TOTAL LUMP SUM PRICE | | | \$ <u>9850.00</u> ⁰⁰ / ₁₀₀ |

Bidders must bid on all of the above work, no partial bids will be accepted. The Corporation of the City of Brampton reserves the right to award all of the Contract or any portion thereof.

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. (\$ 985.00 ⁰⁰/₁₀₀) Nine Hundred & Eighty Five /100 is attached hereto.

If this Tender is accepted I/we J. P. Russell hereby identify this as the Bid Sheet for Contract No. 79-49 executed by me/us bearing the date this 6 day of Sept. 1979.

WITNESS VAL. CESSELLI

SIGNATURE [Signature]

SIGNATURE [Signature]

POSITION IN FIRM Pres

SCHEDULE OF TENDER DATA, PLANS AND SPECIFICATIONS

CONTRACT NO. 79-49

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

Cover Sheet - Page 1
General Condition - Pages 2 - 6
Tender Form - Pages 7 & 8 (2 copies)
Proposed Subcontractors - Page 9
Contractor's Experience Record - Page 10
Bid Sheet - Page 11 (2 copies)
Schedule Form - Page 12
General Conditions - Page 13
Specifications - Pages 14 - 18
List of Locations - Page 19
Ontario Retail Sales Tax Exemption (3 sheets)
Certificate of Liability Insurance (1 sheet)
Performance Bond (3 sheets)
Agreement (4 sheets)

By my/our signature, I/We, J. Parzych
hereby identify this as the Schedule of Tender Data, Plans and
Specifications for Contract No. 79-49 executed by me/us and
bearing date the 6 day of Sept, 1979.

WITNESS V. CESSELLI SIGNATURE [Signature]
SIGNATURE [Signature] POSITION IN FIRM [Signature]

GENERAL CONDITIONS

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

- A. GENERAL TYPE OF CONTRACT: Supply and installation of Ten (10) Bus Passenger Shelters
- B. LOCATION: Various within the City of Brampton
- C. SUBMISSION OF TENDER: Your tender must be made on this form and returned sealed in the enclosed envelope ON OR BEFORE 2:00 o'clock p.m. E.D.S.T.

THURSDAY, SEPTEMBER 6th, 1979

addressed to Mr. M.S. Lingard, Purchasing Agent, Supply & Services Section, The Corporation of the City of Brampton. (One extra copy of the Form of Tender and Bid Sheet is included for your retention: Pages 7, 8 and 11.)

The lowest or any tender is not necessarily accepted.

The Contractor or Supplier shall supply all materials for this Contract.

By my/our signature hereunder, I/we I. Parzych hereby identify this as the General Conditions for Contract No. 79-49 executed by me/us and bearing date the 7 day of Sept. 1979.

WITNESS V. CESSELLI

SIGNATURE [Signature]

SIGNATURE [Signature]

POSITION IN FIRM Pres.

SPECIAL PROVISIONS FOR CONTRACT

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

* NOTE - Continued...

This exemption does not apply to equipment that is used in the process of manufacture or production of tangible personal property for sale. Such exemption is given under paragraph 38 of Section 5 of the Retail Sales Tax Act.

The above exemption cannot be applied to the purchase of ready-mix concrete or hot or cold asphalt mix.

The tax paid by the ready-mix operator and hot or cold asphalt mixer will be paid to the municipality or local board thereof by the Retail Sales Tax Branch by way of rebate. To obtain the rebate the municipality or local board thereof must receive a statement from the ready-mix operator or the hot or cold asphalt mixer certifying the quantities and strength of the mix supplied and submit this statement to the Retail Sales Tax Branch. The Contractor agrees to provide such a statement to the Municipality prior to the release of the holdback.

By my/our signature hereunder, I/we J. Parzych
hereby identify this as the Special Provisions for Contract 79-49
executed by me/us and bearing date this 6 day of
Sept, 19 79.

V. CESSALI
WITNESS

Pesseli
SIGNATURE

[Signature]
SIGNATURE

[Signature]
POSITION IN FIRM

PERFORMANCE AND MAINTENANCE BOND

Bond No. 1-823594

Contract 79-49

Account _____

KNOW ALL MEN BY THESE PRESENTS, that we International Time Recorder
(The Contractor)

Co. Ltd.,

hereinafter called "The Principal", and

ECONOMICAL MUTUAL 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 \$9,850.00 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 bind 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

16th of October, 19 79

Whereas by an Agreement in writing dated the 25th day of September, 19 79, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the ~~construction, alteration, repair and maintenance of~~ Supply &

Installation of Ten (10) only Bus Passenger Shelters.

(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 any 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

G. Haldestein
Witness signs here

International Time Recorder Co. Ltd. ^(Seal)
[Signature] ^(Seal)
Principal signs here and seal where applicable

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

J. Morlock
Witness signs here

ECONOMICAL MUTUAL INSURANCE COMPANY

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

CERTIFICATE OF LIABILITY INSURANCE

COMMERCIAL UNION ASSURANCE
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

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

THIS IS TO CERTIFY THAT International Time Recorder Co. Ltd.,
(CONTRACTOR)

Whose Address is 535 Oxford Street, Toronto, Ontario M8Y 1E5.

has comprehensive liability insurance in this Company under Policy No. 2765672 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 JANUARY 19, 1980

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

With respect to Contract No. 79-49 for the ~~construction of~~ Supply & Installation of Ten (10) only Bus Passenger Shelters.

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

DATE: November 13, 1979

COUNTERSIGNED: Maria Richardson

with COMMERCIAL UNION ASSURANCE

PASSED November 26th 19 79



BY-LAW

No. 333-79

To authorize the execution of an Agreement with INTERNATIONAL TIME RECORDER COMPANY LIMITED - Contract No.79-49 (Supply & Installation of Ten (10) Only Bus Passenger Shelters).