



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 112-79

To authorize the execution of an agreement with GUILD ELECTRIC LIMITED Contract No. 79-120 (Maintenance of Traffic Signals and Related Electrical Devices)

WHEREAS it is deemed expedient to enter into and execute Contract No. 79-120 with Guild Electric 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. 79-120 with Guild Electric 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. 79-120 with Guild Electric Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 22nd day of May, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF AGREEMENT

CONTRACT #79-120

THIS AGREEMENT MADE IN QUADRUPLICATE THIS 30th
DAY OF April 19 79.

BETWEEN: THE CORPORATION OF THE CITY OF BRAMPTON
(HEREINAFTER CALLED THE "CORPORATION" OF
THE FIRST PART)

-AND- GUILD ELECTRIC LIMITED.
(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

THE CONTRACTOR SHALL SUPPLY IN A GOOD, SUBSTANTIAL AND WORKMANLIKE
MANNER ALL ELECTRICAL REPAIRS REQUIRED BY THE CITY OF BRAMPTON FOR
THE PERIOD BETWEEN MAY 1ST, 1979 AND DECEMBER 31ST, 1980, AND
PROVIDE SUCH GOOD, PROPER AND SUFFICIENT MATERIALS, LABOUR,
EQUIPMENT AND APPLIANCES OF ALL KINDS WHATSOEVER AS MAY BE NECESSARY
FOR COMPLETING THE SAID WORK, AS HEREINAFTER SPECIFIED, AND IN
ACCORDANCE WITH THE SPECIFICATIONS, INFORMATION FOR TENDERERS, AND
FORM OF TENDER PREPARED THEREFORE AND ATTACHED HERETO AND WHICH ARE
EXPRESSLY ACKNOWLEDGED, ACCEPTED AND MADE A PART OF THIS CONTRACT.

ARTICLE 2

THE CONTRACTOR FURTHER AGREES THAT SHOULD HE IN ANY WAY DEFAULT
THE TERMS AND CONDITIONS OF THIS CONTRACT, THE CORPORATION SHALL
HAVE THE RIGHT TO ENGAGE OTHER FORCES AND TO PURCHASE THE REQUIRED
MATERIALS NECESSARY TO COMPLETE THE OBLIGATIONS OF THE CONTRACTOR
UNDER THIS CONTRACT, AND THE CONTRACTOR SHALL REIMBURSE THE
CORPORATION FOR ANY AND ALL INCREASED COSTS INCURRED BY THE
CORPORATION TO COMPLETE THE WORK ABOVE THOSE THAT WOULD APPLY IF
THIS CONTRACT WERE SATISFACTORILY COMPLETED. THE DETERMINATION OF
THE SAID INCREASED COSTS SHALL LAY SOLELY WITH THE CORPORATION.

ARTICLE 3

THE CORPORATION HEREBY PROMISES AND AGREES TO AND WITH THE CONTRACTOR THAT THE CORPORATION SHALL AND WILL, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS BEING STRICTLY PERFORMED BY THE CONTRACTOR, AS SPECIFIED, WELL AND TRULY PAY OR CAUSE TO BE PAID UNTO THE CONTRACTOR FOR THE SAID WORK AND MATERIALS, IN ACCORDANCE WITH THE PRICES AND SUMS SET OUT IN THE FORM OF TENDER ATTACHED HERETO, AND IN ACCORDANCE WITH THE PROVISIONS OF THE ATTACHED SPECIFICATIONS AND INFORMATION FOR TENDERERS.

ARTICLE 4

IN CASE OF ANY INCONSISTENCY OR CONFLICT BETWEEN THE PROVISIONS OF THIS AGREEMENT, OR SPECIFICATIONS, OR GENERAL CONDITIONS, OR TENDER OR ANY OTHER DOCUMENT OR WRITING, THE PROVISIONS OF SUCH DOCUMENTS SHALL TAKE PRECEDENCE AND GOVERN IN THE FOLLOWING ORDER NAMELY:

1. THIS AGREEMENT
2. SPECIAL AND/OR SUPPLEMENTAL PROVISIONS
3. INFORMATION FOR TENDERERS
4. GENERAL CONDITIONS
5. TENDER

THE FOREGOING DOCUMENTS ENUMERATED 1 TO 5 INCLUSIVE ARE ALL THE CONTRACT DOCUMENTS AND CONSTITUTE THE FULL AGREEMENT BETWEEN THE PARTIES.

ARTICLE 5

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 6

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 7

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.

June Cook
WITNESS AS TO SIGNATURE OF CONTRACTOR

250 Tempa Ave. Kilsnoe
ADDRESS

Secretary
OCCUPATION

James Lee Reed

GUILD ELECTRIC LIMITED

CORPORATION OF THE CITY OF BRAMPTON

(MAYOR) James E. Archdemon

(CLERK) A. J. Sweet

FORM OF TENDER

FOR

CONTRACT NO. 79-120

THIS TENDER SUBMITTED BY GUILD ELECTRIC LIMITED FIRM NAME
250 Tempo Ave., Willowdale, Ont. OR INDIVIDUAL ADDRESS
492-1800 TELEPHONE NUMBER

TO THE MAYOR AND COUNCIL OF THE CORPORATION OF THE CITY OF BRAMPTON

XK/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.

XK/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.

XK/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 BY THE COMMISSIONER OF PUBLIC WORKS, 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 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 :-

XIX/WE FURTHER AGREE 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.

XXWE 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.

XXWE 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 EVENT 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.

XXWE 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.

XXWE AGREE THAT THE AWARDING OF THE CONTRACT BASED ON THIS TENDER BY THE COUNCIL OF THE SAID CITY SHALL BE AN ACCEPTANCE OF THIS TENDER.

IF THIS TENDER IS ACCEPTED XK/WE AGREE TO FURNISH THE REQUIRED CONTRACT BOND, IN THE FORM ATTACHED HERETO, INSURANCE CERTIFICATE AND WORKMEN'S COMPENSATION BOARD LETTER, AND PROPERLY SIGN THE CONTRACT DOCUMENTS IN QUADRUPPLICATE WITHIN 10 DAYS AFTER BEING NOTIFIED SO TO DO. IN THE EVENT OF DEFAULT OR FAILURE ON OUR PART SO TO DO, XK/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 X/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 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 MX/OUR PART.

XK/WE PROPOSE Canadian Indemnity Company

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.

FORM OF BINDER

SCHEDULE OF QUANTITIES AND UNIT PRICES

CONTRACT #79-120

(A) UNIT PRICES :

ITEM	DESCRIPTION	APPROXIMATE VOLUME	UNIT PRICE
1.	PERCENT OVERHEAD CHARGE ON LABOUR	1,500 HOURS	<u>8 %</u>
2.	PERCENT HANDLING CHARGE ON MATERIAL	\$15,000.00	<u>2 %</u>
3.	HOURLY RATE FOR STANDARD TRUCK	400 HOURS	<u>\$.50</u>
4.	HOURLY RATE FOR LADDER OR BUCKET TRUCK	700 HOURS	<u>\$.80</u>

(B) LUMP SUM COSTS :

1.	LUMP SUM COST FOR PREVENTATIVE MAINTENANCE	<u>\$ 2,830.00</u>
		<u>\$43,175.00</u>

(C) HOURLY RATES FOR LABOUR :

ITEM	CLASSIFICATION	HOURLY RATE
1.	JOURNEYMAN ELECTRICIAN	<u>\$ 14.99</u>
2.	ELECTRICAL APPRENTICE - 1ST YEAR	<u>\$ 6.42</u>
	- 2ND YEAR	<u>\$ 7.85</u>
	- 3RD YEAR	<u>\$ 9.28</u>
	- 4TH YEAR	<u>\$ 10.71</u>
	- 5TH YEAR	<u>\$ 12.13</u>
3.	ELECTRICAL FOREMAN	<u>\$ 16.42</u>

FORM OF TENDER
SCHEDULE OF OVERTIME RATES
CONTRACT #79-120

THE CONTRACTOR SHALL LIST BELOW THE OVERTIME RATES AND THE TIME PERIODS FOR WHICH THEY APPLY. THE RATES ARE TO BE SET DOWN AS A MULTIPLE OF THE STANDARD RATE ONLY AND NOT AS AN ACTUAL DOLLAR VALUE. I.E. $1\frac{1}{2}$ TIME STANDARD RATE, ETC.

DAYS	TIME PERIOD	OVERTIME RATE
Monday - Friday	8 a.m. - 4 p.m.	1 x Rate
Monday - Friday	4 p.m. - 8 a.m.	2 x Rate
Saturday - Sunday	24 hr. period	2 x Rate
Statutory Holidays	24 hr. period	2 x Rate

FORM OF TENDER
 CONTRACTOR'S EXPERIENCE SCHEDULE
 CONTRACT # 79-120

THE CONTRACTOR MUST LIST BELOW THE NAMES OF MUNICIPALITIES WHERE WORK OF A SIMILAR NATURE HAS BEEN PERFORMED WITHIN THE PAST FIVE YEARS.

YEAR	DESCRIPTION OF WORK	MUNICIPALITY	VALUE
1973-1979	Traffic Signal Installation	Reg. of Peel	350,000.00
	Traffic Signal Installation	City of Mississauga	450,000.00
	Traffic Signal Installation	Metropolitan Toronto	3,000,000.00
1977-1978	Traffic Signal Installation	County of Frontenac	75,000.00
1975	Traffic Signal Installation	City of Stratford	100,000.00
1973-1979	Signal Maintenance	Metropolitan - Toronto	12,000,000.00

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FORM OF TENDER
CONTRACTOR'S PROPOSED MAINTENANCE STAFF
CONTRACT #79-120

THE CONTRACTOR MUST LIST BELOW THE NAMES, TRAINING AND EXPERIENCE OF THE PERSONNEL TO BE EMPLOYED ON THIS CONTRACT. THE TRAINING IS IN REFERENCE TO TRAFFIC SIGNAL CONTROLLERS AND TRAFFIC SIGNAL EQUIPMENT IN GENERAL.

NAME	JOB TITLE	EXPERIENCE & TRAINING	
J. Barnes	Superintenant	Signals	15 years
W. Wedemire	Foreman	Signals	16 years
R. Early	Foreman	Signals	14 years
R. Pacini	Foreman	Signals	14 years
A. Lappin	Foreman	Signals	14 years
J. MacArthur	Foreman	Signals	12 years
V. Rose	Foreman	Signals	10 years
H. Sdun	Foreman	Signals	6 years
P. Scarffe	Superintendant	Signals	3 years

A CERTIFIED CHEQUE IN THE AMOUNT OF (\$ 2,000.00)
Two Thousand Dollars-----/100 IS
ENCLOSED. DATED Willowdale, Ontario THIS 28th DAY
OF March, 1979.

[Handwritten Signature]
SIGNATURE OF WITNESS

[Handwritten Signature]
SIGNATURE AND SEAL OF TENDERER
Irvine MacLeod;
Manager - Traffic Division.

PASSED May 22, 1979



BY-LAW

No. 112-79

To authorize the execution of an agreement
with Guild Electric Limited Contract No.
79-120 (Maintenance of Traffic Signals
and Related Electrical Devices)