



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 235-79

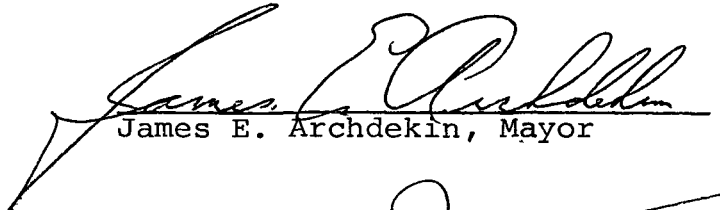
To authorize the execution of an agreement with STACEY ELECTRIC COMPANY LIMITED - Contract No.79-121 (modernization and relocation of traffic control signals at Bramalea Road and North Park Drive)

WHEREAS it is deemed expedient to enter into and execute Contract No.79-121 with STACEY ELECTRIC 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.79-121 with STACEY ELECTRIC 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.79-121 with STACEY ELECTRIC COMPANY LIMITED, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 10th day of September, 1979.


James E. Archdekin, Mayor


Ralph A. Everett, City Clerk

CONTRACT NO. 79-121

This Agreement made in Quadruplicate this 17th day of July, 19 79

BETWEEN:

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

- AND -

Stacey Electric Company 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.

(A) A general description of the work is :
Modernization and Relocation of Traffic Control Signals

at Bramalea Road and North Park Drive.

(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

Five Thousand, One Hundred & Fifty Dollars

DOLLARS (\$ 5,150.00)

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:

Stacey Electric Company Limited
71 Sunrise Avenue,
Toronto, Ontario
M4A 1A9.

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.

WITNESS AS TO SIGNATURE OF CONTRACTOR)

ADDRESS _____

OCCUPATION _____

Stacey Electric Company Limited

VICE PRESIDENT

CORPORATION OF THE CITY OF
BRAMPTON

MAYOR
CLERK

FORM OF TENDER

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF TENDER

CONTRACT #19-121

THIS TENDER IS SUBMITTED BY :

STACEY ELECTRIC CO. LTD

(FIRM OR INDIVIDUAL NAME)

71 SUNRISE AVE

(ADDRESS)

TORONTO

M4A 1A7

752-6380

(CITY & PROVINCE)

(TELEPHONE)

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 BY THE COMMISSIONER, 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 :-

I/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 HERELIN, 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 NINETY (90) 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.

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 OF 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 THE FORM ATTACHED HERETO, INSURANCE CERTIFICATE AND WORKMEN'S COMPENSATION BOARD LETTER, AND PROPERLY SIGN THE CONTRACT DOCUMENTS IN QUADRUPPLICATE WITHIN TEN (10) WORKING 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 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 CONTINENTAL INSURANCE

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.

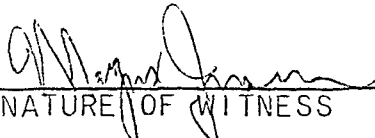
I/WE AGREE THAT THE DATES OF COMPLETION AS REFERRED TO IN THE GENERAL CONDITIONS SHALL BE TWENTY-FIVE WORKING DAYS (25) FROM THE DATE OF WRITTEN ORDER TO COMMENCE WORK. THE CONTRACTOR AGREES TO PAY THE CORPORATION AS LIQUIDATED DAMAGES THE SUM OF \$100.00 (ONE HUNDRED DOLLARS) PER DAY FOR EACH AND EVERY DAY THAT ANY PORTION OF THE WORK REMAINS INCOMPLETED AFTER THE TIME OF COMPLETION AS SPECIFIED ABOVE.


A CERTIFIED CHEQUE OR A BID BOND IN THE AMOUNT OF (\$ 1000.00)

WETHOUSE 00/100 IS

ENCLOSED. DATED AT Wethouse, Pa. THIS 19 DAY

OF JUNE, 19 79.


SIGNATURE OF WITNESS


SIGNATURE AND SEAL OF TENDERER

THE CORPORATION OF THE CITY OF BRANTFORD

FORM OF TENDER

SCHEDULE OF QUANTITIES & UNIT PRICES

FOR

BRAMALEA ROAD & NORTH PARK DRIVE

CONTRACT #79-121

THE TENDERER SHALL PREPARE THIS TENDER LEGIBLY IN INK OR TYPEWRITER. ANY CHANGES, ERASURES, OR CORRECTING OF THE PRICES SHALL BE INITIALLED.

IN THE EVENT OF ANY DISCREPANCIES IN COLUMN #1, OR ERRORS APPEARING IN COLUMN #3, OR ITS' TOTAL, THE ACCEPTABLE PRICES APPEARING IN COLUMN #1 SHALL BE DEEMED THE TENDERERS' UNIT PRICE AND THE FIGURES APPEARING IN COLUMN #3, OR ITS' TOTAL MAY BE IGNORED.

ITEM NO.	DESCRIPTION OF ITEM	COL.#1 TENDERER'S BID PER UNIT	COL.#2 ESTIMATED QUANTITY	COL.#3 TENDERER'S TOTAL BID
1.	<u>SIGNAL POLES</u>			
(A)	POWCO 8312	\$ <u>200.00</u> EACH	1	\$ <u>200.00</u>
(B)	RELOCATE POWCO 8119	\$ <u>150.00</u> L.S.	L.S.	\$ <u>300.00</u>
2.	<u>MAST ARM EQUIPMENT</u>			
(A)	MOUNTING BRACKETS (1 FT.)	\$ <u>40.00</u> PAIR	2	\$ <u>80.00</u>
3.	<u>FOOTINGS FOR SIGNAL POLES</u>			
	25 M PA (4000 P.S.I.) CONCRETE	\$ <u>300.00</u> EACH	2	\$ <u>600.00</u>
4.	<u>UNDERGROUND CONDUIT FOR WIRING</u>	\$ _____ L.S.	L.S.	\$ <u>350.00</u>

ITEM NO.	DESCRIPTION OF ITEM	COL.#1 TENDERER'S BID PER UNIT	COL.#2 ESTIMATED QUANTITY	COL.#3 TENDERER'S TOTAL BID
5.	<u>HANDWELLS</u>			
	45CM ID/60CM O.D.	\$ <u>165.00</u> EACH	2	\$ <u>330.00</u>
	30CM ID/45CM O.D.	\$ <u>105.00</u> EACH	2	\$ <u>210.00</u>
6.	<u>WIRING & HYDRO HOOK-UP</u>	\$ _____ L.S.	L.S.	\$ <u>200.00</u>
7.	<u>SIGNAL HEADS</u>			
(A)	RELOCATE HIGHWAY HEADS COMPLETE WITH BACKBOARDS	\$ <u>50.00</u> EACH	2	\$ <u>100.00</u>
8.	<u>PEDESTRIAN HEADS & PUSHBUTTONS</u>			
(A)	PEDESTRIAN HEADS	\$ <u>250.00</u> EACH	4	\$ <u>1000.00</u>
(B)	PUSHBUTTONS	\$ <u>50.00</u> EACH	4	\$ <u>200.00</u>
9.	<u>TRAFFIC CONTROLLER INSTALLATION</u>	\$ _____ L.S.	L.S.	\$ <u>30.00</u>
10.	<u>LOOPS, VEHICLE DETECTORS AND RUN WIRES SUPPLY & INSTALLATION</u>	\$ _____ L.S.	L.S.	\$ <u>1000.00</u>
11.	<u>CONTINGENCY ITEM</u>			\$ <u>550.00</u>

TOTAL PRICE FOR CONTRACT \$ 5150.00

ok
ms/

PERFORMANCE AND MAINTENANCE BOND

Bond No. BND 344 3185

Contract 79-121

Account _____

KNOW ALL MEN BY THESE PRESENTS, that we Stacey Electric
(The Contractor)
Company Limited

hereinafter called "The Principal", and
THE CONTINENTAL 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 \$ 5,150.00 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, cur and each of our respective heirs, executors, administrators, successors, and assigns by these presents.

SIGNED AND SEALED WITH OUR RESPECTIVE SEALS and dated this
1st of August, 19 79.

Whereas by an Agreement in writing dated the 17th day of July, 19 79, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the ~~construction, alteration, repair, or maintenance of~~ Modernization and Relocation of Traffic Control Signals at Bramalea Rd. & North Park Drive
(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 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.

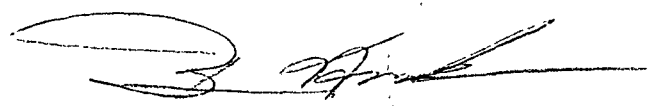
IN WITNESS WHEREOF THE PRINCIPAL AND SURETY HAVE EXECUTED THESE PRESENTS.

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

Witness signs here

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

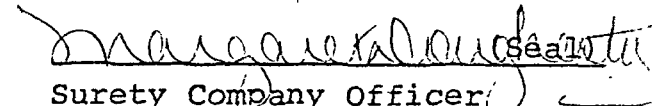
Witness signs here



Stacey Electric, Company Limited
(Seal)

Principal signs here and seal where applicable

THE CONTINENTAL INSURANCE COMPANY



Surety Company Officer signs here with seal

MARGARET DOUGHERTY, Attorney

General Accident Insurance Company
(INSURANCE COMPANY)

TO: CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 24 QUEEN STREET EAST, BRAMPTON, ONTARIO.

THIS IS TO CERTIFY THAT Stacey Electric Company Limited
(CONTRACTOR)

WHOSE ADDRESS IS 71 Sunrise Ave., Toronto, Ontario

HAS COMPREHENSIVE LIABILITY INSURANCE IN THIS COMPANY UNDER

POLICY No. C185710 COVERING LEGAL LIABILITY FOR DAMAGES

BECAUSE OF : Re: Contract #79-121

- 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.

THIS POLICY EXPIRES ON November 19, 1979

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

DATE: October 17, 1979

COUNTERSIGNED BY DOMENSON SAUNDERS WHITEHEAD LIMITED

PER 

PASSED September 10th 19 79



BY-LAW

No. 235-79

To authorize the execution of
an agreement with STACEY
ELECTRIC COMPANY LIMITED -
Contract No.79-121 (modernization
and relocation of traffic control
signals at Bramalea Road and
North Park Drive)