



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 6-80

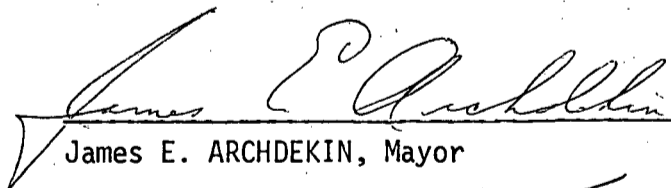
To authorize the execution of an agreement with HANSONIC INC. - Contract No. 79-66 (supply and delivery of one (1) only 260 Unit Central Fire Alarm Panel)

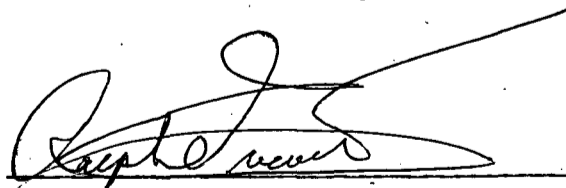
WHEREAS it is deemed expedient to enter into and execute Contract No. 79-66 with Hansonic Inc.;

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. 79-66 with Hansonic Inc., attached hereto as Schedule "A".
- (2) THAT the Mayor and the Clerk are hereby authorized to affix their signatures to the said Contract No. 79-66 with Hansonic Inc., attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 14th day of January 1980.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

This Agreement made in Quadruplicate this 14th day of December 19 79

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

- AND -

HANSONIC INC.,
(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 & Delivery of One (1) only 260 Unit

Central Fire Alarm Panel.

(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 Fire Chief, 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, Informatic 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

Fifty Eight Thousand, Eight Hundred & Forty Seven Dollars

and Thirty Cents. DOLLARS (\$ 58,847.30)

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 Fire Chief, it shall be deemed sufficient given or made if mailed by prepaid first class mail or delivered in writing to such party or to the Fire Chief at the following addresses:-

THE CONTRACTOR:

Hansonic Inc.,
R.R. #1,
Angus, Ontario
LOM 1B0.

FIRE CHIEF:

J.R. Brunne,
Fire Chief,
City of Brampton,
8 Rutherford Road South,
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.

WITNESS AS TO SIGNATURE OF CONTRACTOR

THE ROYAL BANK OF CANADA

Highway 27 & Belfield Branch, Toronto, Ont.

J. Isbell
ASSISTANT MANAGER
J. ISBELL

ADDRESS

THE ROYAL BANK OF CANADA

Highway 27 & Belfield Branch, Toronto, Ont.

OCCUPATION

Bank Official.

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON
[Signature]
DATE 8/17

HANSONIC INC.

[Signature]

CORPORATION OF THE CITY OF
BRAMPTON

[Signature]

MAYOR

[Signature]

CLERK

CITY OF BRAMPTON

FIRE DEPARTMENT

SUPPLY, DELIVERY AND INSTALLATION OF
ONE (1) ONLY 250 UNIT CENTRAL FIRE ALARM PANEL

CONTRACT NO. 79-66

(LUMP SUM PRICE).

(HANSONIC INC.

(NAME OF FIRM OR INDIVIDUAL (THE CONTRACTOR)

(RR#1 ANGUS ONT. LOM 180 705 424 5580

(ADDRESS AND TELEPHONE NUMBER

(M. HANSARD (MICHAEL ROBIN)

(NAME OF PERSON SIGNING FOR FIRM

(PRESIDENT

(OFFICE OF PERSON SIGNING FOR FIRM

IN INK OR
TYPEWRITER

FOR:

Supply, Delivery and Installation of One (1) only
250 Unit Central Fire Alarm Panel.

LOCATION:

8 Rutherford Road, South, Brampton, Ontario

M.S. LINGARD,
PURCHASING AGENT.

J.R. BRUNNE,
FIRE CHIEF.

THE CORPORATION OF THE CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO
L6V 1A4.

FORM OF TENDER

FOR

CONTRACT NO. 79-66

THIS TENDER SUBMITTED BY HANSONIC INC. FIRM NAME OR
RR#1 ANGUS ONT LOM 1B0 INDIVIDUAL
705-424 5580 ADDRESS
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 Fire Chief, 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.

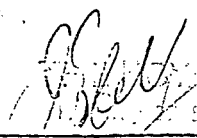
I/We propose HANSONIC INC.

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. SEE LETTER ATTACHED

I/We agree that the dates of completion as referred to in the General Conditions shall be no later than 9 MONTHS AFTER ACCEPTANCE

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 (\$ 5,671.5) FIVE THOUSAND SIX HUNDRED AND SEVENTY ONE DOLLARS ⁵⁰/₁₀₀ is enclosed.

Dated at _____ this 14 day of NOVEMBER 19 79.


BANK OF CANADA
1. Bedford Branch, Toronto, Ont.

SIGNATURE OF WITNESS



SIGNATURE & SEAL OF TENDERER

CITY OF BRAMPTON

CONTRACT NO. 79-66

BID SHEET

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

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

The Contractor'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 lump-sum price and the figures shall be ignored.

<u>CONTRACT NO.</u> 79-66	<u>CONTRACTOR'S LUMP SUM BID (IN WORDS)</u>	<u>CONTRACTOR'S LUMP SUM BID (IN FIGURES)</u>
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DESCRIPTION

Supply, Delivery and Installation of One (1) only 250 Unit Central Fire Alarm Panel.

FIFTY SIX THOUSAND
SEVEN HUNDRED AND
FIFTEEN DOLLARS.

\$ 56,715.

TOTAL LUMP SUM PRICE

(Provincial Sales Tax Exempt).

If the City of Brampton so desires, it may reduce the total number of Zone Modules from the requested minimum of 250.

Please advise cost reduction for each Zone Module.

Less \$ 212.23 / Zone Module.

EQUIPMENT SCHEDULE

Submit list of proposed equipment

255 CUSTOMER RECEIVER MODULES	19,125	25015
25 MOTHER BOARDS	8250	
1 CONTROL MODULE	358.50	
1 CUSTOMER TROUBLE PANEL	66.30	
258 TRANSMITTERS	24,182.20	
1 TERMINATING BOARD	2625	
1 REMOTE CONTROL BOX	108	
1 CONSOLE	2000	
	<u>56,715</u>	

CONTRACT NO. 79-66

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

If this Tender is accepted I/We HANSONIC INC.
hereby identify this as the Bid Sheet for Contract No. 79-66
by me/us bearing the date this 14 day of NOVEMBER
1979.

WITNESS THE ROYAL BANK OF CANADA
Highway 401 Suburban Branch, Toronto, Ont.

SIGNATURE

Mr. Hansard

SIGNATURE

[Signature]

POSITION IN FIRM

PRESIDENT

CERTIFICATE OF LIABILITY INSURANCE

ROYAL INSURANCE COMPANY

(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

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

THIS IS TO CERTIFY THAT Hansonic Inc.,
(CONTRACTOR)

Whose Address is R.R. #1, Angus, Ontario L0M 1B0.

has comprehensive liability insurance in this Company under Policy
No. 5875566 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 cover any and all such~~
~~liabilities in respect of the use of explosives or other blasting, or~~
~~water blasting, or raising or demolition of any building or structure, or the~~
~~driving or removal of any structure, or any other work of any~~
~~property, structure, or work of any kind.~~
XX

THE POLICY EXPIRES ON December 31st, 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. 79-66 for the ~~Construction~~
Supply & Delivery of One (1) only 260 Unit Central Fire Alarm Pan
We certify that the Corporation will be coinsured with the Contractor.

DATE: December 31st, 1979

COUNTERSIGNED:

John Cluskey
STEVENSON-McCLUSKEY INSURANCE AGENCY LTD.

PASSED January 14th, 1980



BY-LAW

No. 6-80

To authorize the execution of an agreement with HANSONIC INC. -
Contract No. 79-66 (supply and delivery of one (1) only 260 Unit Central Fire Alarm Panel)