



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 332-79

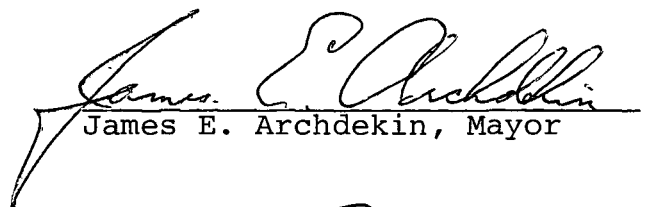
To authorize the execution of an Agreement with CANADIAN GENERAL ELECTRIC COMPANY LIMITED - Contract No.79-46 (Supply & Delivery of Radio Communications System - Brampton Transit).

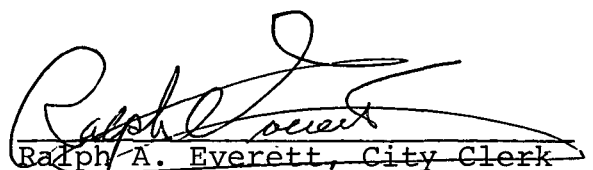
WHEREAS it is deemed expedient to enter into and execute Contract No.79-46 with Canadian General Electric Company Limited;

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.79-46 with Canadian General 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.79-46 with Canadian General Electric 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 23rd day of October, 1979

BETWEEN:

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

- AND -

Canadian General 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 :

Supply and Delivery of Radio Communications System -

Brampton Transit including installation.

(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

(Forty Five Thousand, Two Hundred & Thirty Four Dollars and Ninety

Three Cents)

DOLLARS (\$ 45,234.93)

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:

Canadian General Electric Company
Limited
396 Attwell Drive,
Rexdale, Ontario
M9W 5C3.

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

Canadian General Electric Company Limited

CB Hall

Vice President

OCCUPATION

J. W. Groulx

Assistant Secretary

CORPORATION OF THE CITY OF BRAMPTON

James C. Caldwell

MAYOR

Re Jones

CLERK

CITY OF BRAMPTON

T E N D E R

CONTRACT NO. 79-46

CANADIAN GENERAL ELECTRIC COMPANY LIMITED

NAME OF FIRM OR INDIVIDUAL

396 ATTWELL DRIVE, REXDALE, ONTARIO M9W 5C3

ADDRESS AND TELEPHONE NUMBER

H.N. MARCHAND

NAME OF PERSON SIGNING FOR FIRM

REGIONAL SALES MANAGER - CENTRAL REGION

OFFICE OF PERSON SIGNING FOR FIRM

FOR: SUPPLY AND INSTALLATION OF RADIO COMMUNICATIONS SYSTEM

LOCATION: Brampton Transit, 77 Hale Road, Brampton, Ontario

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

CONTRACT NO. FOR 79-46

THIS TENDER SUBMITTED BY CANADIAN GENERAL ELECTRIC CO. LTD. FIRM NAME OR
396 ATTWELL DRIVE, REXDALE INDIVIDUAL
ADDRESS
675-7500 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 THE 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.

A certified cheque or bid bond in the amount of \$ _____ /100 is enclosed.

Dated at TORONTO this 16th day of AUGUST, 19 79.

SIGNATURE OF WITNESS

SIGNATURE & SEAL OF TENDERER

BID SHEET
 CONTRACT NO. 79-46
 BRAMPTON TRANSIT
 RADIO EQUIPMENT SYSTEM

QTY.	DESCRIPTION	UNIT COST	TOTAL COST
12	Mobiles	1,120.00 ✓	13,440.00
12	Handsets	136.00 ✓	1,632.00
1	Portable: with accessories	2,557.00	2,557.00
1	Repeater <i>corrected, no Lax Amp, required</i>	5,730.00 ⁵⁴⁰⁷	5,730.00 ⁵⁴⁰⁷
2	Remotes	1,343.00 ✓	2,686.00
1	Antenna	695.00 ←	695.00
2	Multicouplers	545.80 ✓	545.80
12	Sel Call Decoders	262.00 ✓	3,144.00
1	Sel Call Encoder	4,360.00	4,360.00
	→ Engineering	3,075.00	
	Equipment Price	34,789.80	34,466.80
	Less Trade In Allowance	- 600.00	- 600
	Plus Provincial Sales Tax	2,393.29	2,370.68
	Total Equipment Price	36,583.09	36,837.48
	Installation Cost	1,590.00	1,590.00
	Three (3) Year Maintenance Cost	5,069.25	5,069.25
	Total Lump Sum Price	46,317.34	42,896.73
	with Engineering	+ 3,075	45,971.73

BID SHEET

CONTRACT NO. 79-46

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

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

The Contractors bid shall be shown in words and also in figures, the changes, erasure or over-writing 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 Contractors lump sum price and figures shall be ignored.

I/We agree for the TOTAL LUMP SUM TENDER PRICE stated to supply all necessary labour, materials, plant, equipment and services for the execution and completion of the above work in strict accordance with the contract documents.

Including Federal Sales Tax and Ontario Provincial Retail Tax

(where applicable) Forty-six Thousand Three Hundred and Seventeen

Dollars and Forty-three Cents

Dollars (\$ 46,317.34)

I/We have received and allowed for Addenda numbered as follows:

#1

in preparing MY/OUR Tender Prices for the work of this Contract.

Bidders must bid on all of the above work, no partial bids will be accepted.

A Certified Cheque or Bid Bond in the amount of 10% payable to the Corporation of the City of Brampton (\$ _____)

BID BOND ATTACHED /100 is attached hereto.

If this Tender is accepted I/We CANADIAN GENERAL ELECTRIC CO. LTD. hereby identify this as the Bid Sheet for Contract No. 79-46 executed by ME/US bearing the date this 21st day of August 1979.

WITNESS

Andrew M. Philp

SIGNATURE

Andrew M. Philp

SIGNATURE

A. J. McElhenny

POSITION IN FIRM

Sec. Man.

GENERAL CONDITIONS

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

- A. GENERAL TYPE OF CONTRACT: Supply and Installation of Radio Communication System
- B. LOCATION: Brampton Transit,
77 Hale Road,
Brampton, Ontario
- 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.,

TUESDAY, AUGUST 14, 1979.

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

The lowest or any tender is not necessarily accepted, and the City of Brampton reserves the right to accept all or any portion thereof.

The Contractor shall supply all materials for this Contract.

By MY/OUR signature hereunder, I/We CANADIAN GENERAL ELECTRIC CO. LTD. hereby identify this as the General Conditions for Contract No. 79-46 executed by ME/US and bearing date the 21st day of AUGUST, 1979.

WITNESS Sandra M. Philp
SIGNATURE H. J. McEwen

SIGNATURE Sandra M. Philp
POSITION IN FIRM Admin. Asst.

TENDERED SCHEDULE OF PRICES

Item	Qty	Description and Model No.	Unit Price	Extended Price	PST	Total Installation	3 Year Maintenance Price	Total
<u>Civic Centre Site Equipment</u>								
1.	3	Antenna SRL 335 Special/3		695.00	48.65	100.00	---	843.65
2.	50'	7/8 Foam Heliac LDF5-50	2.80./ft.	140.00	9.80	--		149.80
3.	1	Rack Hammond 1466F		115.00	8.05			123.05
4.	1	Filter Sinclair 1-450-152A		49.30	3.45			52.75
5.	6	Connectors L45N	33.15	199.00	13.93			212.93
6.	Kit	Interconnect Cables & Connectors		42.50	2.98			45.48
7.	1	SC55UAU77B Repeater Mastr II Opt. 9511 Mic " 9596 DC Oper " 9525 c/c & Rprr Disable Spare Icoms TX & RX	4352.00	4352.00	304.64	150.00	774.47	5581.11
8.	1	Stacion Charger CT35A12C	946.00	946.00	66.22			1012.22
9.	1	Sealed Battery 10-7203	109.00	109.00	7.63			116.63
<u>Transit Garage Dispatching Equipment</u>								
1.	2	Master Controllers 539A2S2 Opt. 8536 Intercom " 8539 Alt Line Select " 8558 Switch Grid " 8526 Batt. Transfer " 5227 Foot Switch " 8546 Headset Box	1004.00	2008.00	140.56	200.00	844.88	3193.44

TENDERED SCHEDULE OF PRICES

Item	Qty	Description and Model No.	Unit Price	Extended Price	PST	Total Installation	3 Year Maintenance Price	Total
2.	1	Lumicell Charger RS12580	246.00	246.00	17.22			263.22
3.	1	Sealed Battery 10-7203	109.00	109.00	7.63			116.63
4.	1	Encoder Control BCU-5-BR	4360.00	4360.00	305.20			4665.20
5.	1	Line AMP	323.00	323.00	22.61			345.61
				13613.80	938.57	450.00	1619.35	16721.92
<u>Bus Mobiles</u>					952.97			
1.	12	Mobile CT45AAU77A	1256.00	15072.00	1055.04	1140.00	2957.07	20224.11
		Handset&Hookswitch Opt. 1924	115.04	1380.48	1149.99			21,675.54
		Carrier Timer " 1914	1369.04					
		Tone Connector " 1912						
		Excalibur Antenna 3BZ02						
		Signalling VEU-3-BR	262.00	3144.00	220.08			3364.08
		Note: FST Exempt on Bus Mobiles	235.58	3426.96	239.99			3,666.85
			245.58					
1.	1	Supervisors						
		Line AMP LAll	220.00					
		Blocking Capacitor Opt. 4217	16.00					
		Speaker Adaptor " 4216	32.00					
		Ext. Speaker " 4219	55.00					
			323.00	323.00	22.61	----	----	345.61
				18539.00	1297.73	1140.00	2957.07	23,933.80
				20,178.44	1412.47			25,688.00

Not required

TENDERED SCHEDULE OF PRICES

Item	Qty	Description and Model No.	Unit Price	Extended Price	PST	Total Installation	3 Year Maintenance Price	Total
		<u>Portable Radios and Accessories</u>						
1.	1	Portable PE45RBWBKX Spare Battery Opt. 4238 Leather Case " 4491 Shoulder Strap " 4332	2032.00	2032.00	142.24	---	352.03	2526.27
1A		Desk Charger 361L3A1X	135.00	135.00	9.45	---	70.40	214.85
1B		Vehicular Charger 364C3A1X	390.00	390.00	27.30	---	70.40	487.70
			2557.00	2557.00	178.99		492.83	3228.82
		Grand Total		\$ 34789.80 36,429.24	\$ 2435.29 2550.04	\$ 1590.00	\$ 5069.25	
				545.80 36,975.04	2546.25			

CERTIFICATE OF LIABILITY INSURANCE

CANADIAN INDEMNITY 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 Canadian General Electric Company Limited
(CONTRACTOR)

Whose Address is 396 Attwell Drive, Rexdale, Ontario M9W 5C3.

has comprehensive liability insurance in this Company under Policy
No. 3L5250 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 ex-
clusions 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 December 31st, 1979

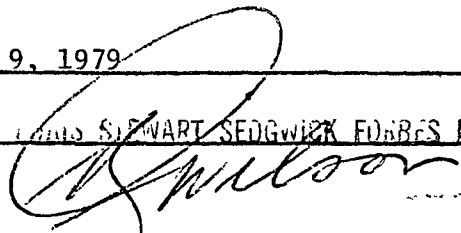
AND WILL NOT BE ALTERED, CANCELLED OR ALLOWED TO LAPSE WITHOUT
THIRTY (30) DAYS PRIOR NOTICE TO THE CORPORATION.

With respect to Contract No. 79-46 for the ~~Construction of~~ ^{Supply & Delivery of}
Radio Communications System - Brampton Transit including installation.

We certify that the Corporation will be coinsured with the Contrac-
tor.

DATE: November 9, 1979

COUNTERSIGNED: Stewart Sedgwick Forbes Inc.



PERFORMANCE AND MAINTENANCE BOND

Bond No. 3S2S659

Contract 79-46

Account _____

KNOW ALL MEN BY THESE PRESENTS, that we Canadian General Electric
(The Contractor)

Company Limited
hereinafter called "The Principal", and

THE CANADIAN INDEMNITY 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 \$45,234.93 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

12TH DAY of NOVEMBER, 1979

Whereas by an Agreement in writing dated the 23rd day of October, 1979, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the ~~construction, alteration, repair and maintenance of~~ Supply &

Delivery of Radio Communications System - Brampton Transit
(Description of Works)

including installation.

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

Witness signs here

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

Le... ..
Witness signs here

Canadian General Electric Company (Seal)

Principal signs here and Limited seal where applicable

CS Hall
Vice President
J. A. ...
Assistant Secretary

THE CANADIAN INDEMNITY COMPANY (Seal)

Surety Company Officer signs here with seal

R... ..

PASSED November 26th 19 79



BY-LAW

No. 332-79

To authorize the execution of
an Agreement with CANADIAN
GENERAL ELECTRIC COMPANY LIMITED
- Contract No.79-46 (Supply &
Delivery of Radio Communications
System - Brampton Transit).