



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 23 - 76

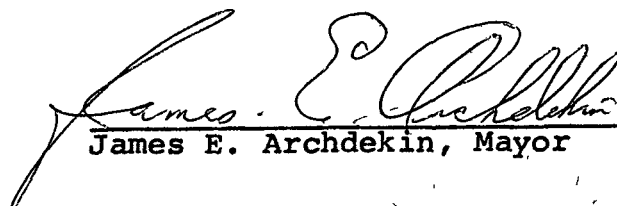
A By-law to authorize the execution  
of Contract #75-48 with Stacey Electric  
Company Limited.  
(Installation of Traffic Signals at Main  
St. & Charolais Blvd.)

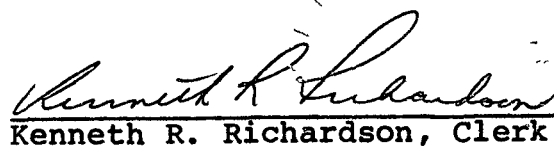
WHEREAS it is deemed expedient to enter into and execute  
Contract No. 75-48 with Stacey Electric Company Limited;

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. 75-48 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. 75-48,  
attached hereto as Schedule "A", with Stacey Electric  
Company Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council  
this 26th day of January, 1976.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

THE CORPORATION OF THE CITY OF BRAMPTON  
FORM OF AGREEMENT

CONTRACT # 75-48

This agreement made in quadruplicate this 12  
day of NOVEMBER 1975.

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  
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(a) A general description of the work is:

INSTALLATION OF TRAFFIC SIGNALS  
AT MAIN ST. + CHAROLAIS BLVD.

(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 and 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 Engineer commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Corporation within the time specified in the General Conditions and the Tender.

ARTICLE 2  
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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

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In case of inconsistency or conflict between the provisions of this Agreement and the Plans, 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. Standard Specifications
6. Plans
7. Tender

The foregoing documents enumerated one to seven (1 to 7) inclusive are all the Contract documents and constitute the full agreement between the parties.

ARTICLE 4

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The Corporation covenants with the Contractor that the Contractor having in all respects complied with the Provisions of this Contract will be paid for the works included herein in accordance with the unit prices as set out in the Form of Tender, forming part of this Contract, and in accordance with the Provisions as set out in the Conditions and Specifications forming part of this Contract.

ARTICLE 5

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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 Engineer, 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 Engineer at the following addresses:

THE CONTRACTOR:

THE ENGINEER:  
J. F. Curran, P.Eng.  
City Engineer  
City of Brampton  
24 Queen Street East  
Brampton, Ontario

ARTICLE 6

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A copy of each of the Contract documents is hereto annexed and together with 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

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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

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Time shall be deemed the essence of this contract.

ARTICLE 9

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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 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

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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.

Lynda Gillespie  
WITNESS AS TO SIGNATURE OF CONTRACTOR)

[Signature]  
VICE PRESIDENT

ADDRESS

OCCUPATION

CORPORATION OF THE CITY OF BRAMPTON

(MAYOR)

James E. Richardson

(CLERK)

Kenneth L. Richardson

FORM OF TENDER

CONTRACT NO. 75-48

THIS TENDER SUBMITTED BY STACEY ELECTRIC CO. LTD. FIRM NAME  
OR  
71 SUNRISE AVE INDIVIDUAL  
ADDRESS  
752-6380 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 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 CITY ENGINEER, 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 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.

- 2 -

ALL BE MADE AT THE UNIT PRICES SHOWN IN THE SCHEDULE OF  
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 OF UNTIL TWO (2) MONTHS AFTER THE TENDER CLOSING DATE WHEN SUCH 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 AWARDED 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 TRIPLICATE WITHIN SEVEN (7) 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/CUR PART.

I/WE PROPOSE SIMCOE AND ERIE

A COMPANY WHICH IS WILLING TO BECOME BOUND WITH ME/US IN THE AMOUNT DESIGNATED FOR THE DUE PERFORMANCE AND FULFILMENT OF THE CONTRACT FOR WHICH THIS IS THE TENDER.



THE SEVERAL CONDITIONS SHALL BE TWENTY-FIVE WORKING DAYS (25) FROM THE DATE OF THE TENDER BEING OPENED TO THE CONTRACTOR SHALL 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 (\$ 1,000.00 )

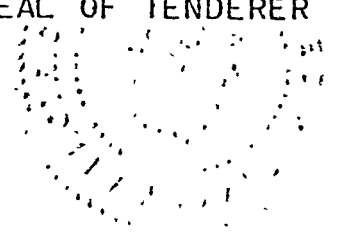
ONE THOUSAND 00/100 IS

ENCLOSED. DATED AT TORONTO THIS 5 DAY

OF NOVEMBER, 19 75.

*Walter J. LaLonde*  
SIGNATURE OF WITNESS

*[Signature]*  
SIGNATURE AND SEAL OF TENDERER



SCHEDULE OF QUANTITIES AND UNIT PRICES

THE TENDERER SHALL PREPARE THIS TENDER LEGIBLY IN INK OR TYPEWRITER. ANY CHANGES, ERASURES, OR OVERWRITING 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 AND MAST ARMS AS PER SPECIFICATIONS</u>			
(A)	POWCO #8520	\$ <u>260.00</u> EACH	2	\$ <u>520.00</u>
	POWCO #8535	\$ <u>390.00</u> EACH	4	\$ <u>1560.00</u>
(B)	POWERLITE #RB16JA MAST ARMS C/W HANGERS, PLATES AND U-BOLT CLAMPS.	\$ <u>150.00</u> EACH	3	\$ <u>450.00</u>
	POWERLITE #RB14JA MAST ARMS C/W HANGERS, PLATES AND U-BOLT CLAMPS.	\$ <u>130.00</u> EACH	1	\$ <u>130.00</u>
	ONE (1) FOOT MOUNTING BRACKET	\$ <u>30.00</u> EACH	2	\$ <u>60.00</u>
2.	FOOTINGS AS PER SPECIFICATIONS (4,000 P.S.I. CONCRETE)	\$ <u>140.00</u> EACH	6	\$ <u>840.00</u>
3.	<u>UNDERGROUND CONDUIT &amp; HANDWELLS</u>			
(A)	1/4 INCHES AS PER STD. DWG. D-70	\$ <u>80.00</u> EACH	6	\$ <u>480.00</u>



### STUDENT'S EXPERIENCE RECORD

The Contractor is required to supply the following information concerning work done over the last two (2) years that is similar to the type of work to be done under this contract.

[illegible]

AMENDED

CERTIFICATE OF INSURANCE

Tuckett-Little Insurance Limited

TELEPHONE  
864-9300

100 UNIVERSITY AVENUE  
TORONTO, ONTARIO M5J 1V6

TO Corporation of the City of Brampton,  
Brampton, Ontario

This is to certify that the insurance policies detailed below are in force for the terms shown.

INSURED Stacey Electric Company Limited

AUTOMOBILE - DIRECT LIABILITY (All vehicles owned or operated)

INSURANCE COMPANY Simcoe & Erie General Insurance Company

POLICY No.	EXPIRY DATE	BODILY INJURY LIMITS		PROPERTY DAMAGE LIMIT
434103	Nov. 19, 1976	\$ 500,000. each person	\$ Inclusive each accident	\$ Limit each accident

AUTOMOBILE - NON-OWNED VEHICLES LIABILITY

INSURANCE COMPANY Simcoe & Erie General Insurance Company

POLICY No.	EXPIRY DATE	BODILY INJURY LIMITS		PROPERTY DAMAGE LIMIT
215608	Nov. 19, 1976	\$ 1,000,000. each person	\$ Inclusive each accident	\$ Limit each accident

LIABILITY FOR BODILY INJURY AND PROPERTY DAMAGE

INSURANCE COMPANY Simcoe & Erie General Insurance Company

POLICY No.	EXPIRY DATE	BODILY INJURY LIMITS		PROPERTY DAMAGE LIMIT
215608	Nov. 19, 1976	\$ 1,000,000. each person	\$ Inclusive each occurrence	\$ Limit each accident

DESCRIPTION OF OPERATIONS.

Re: Contract # 75-48

AGGREGATE LIMIT  
FOR POLICY (if any) \$ one year

JAN 15 1976

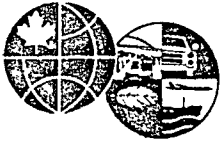
If any of these Policies are cancelled or changed before expiry date, so as to affect this Certificate, we will give you 30 days prior written notice mailed to the above address.

January 14th, 1976

Tuckett-Little Insurance Limited

Per: *[Signature]*

Authorized Representative



# Simcoe & Erie General Insurance Company

786 KING STREET EAST • HAMILTON ONTARIO L8N 3S3 • (416) 525-5300

## PERFORMANCE BOND

C.C.A. Document No. (S) 21

No. C-6123 A

\$ 9,806.00

KNOW ALL MEN BY THESE PRESENTS THAT  
STACEY ELECTRIC COMPANY LIMITED  
hereinafter called the Principal, and SIMCOE & ERIE GENERAL INSURANCE COMPANY

a corporation created and existing under the laws of THE PROVINCE OF ONTARIO  
and duly authorized to transact the business of Suretyship in THE PROVINCE OF ONTARIO

as Surety, hereinafter called the Surety, are held and firmly bound unto  
CORPORATION OF THE CITY OF BRAMPTON as Obligees,  
hereinafter called the Obligees, in the amount of NINE THOUSAND, EIGHT HUNDRED AND SIX

00/100 Dollars (\$ 9,806.00)  
lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligees, dated the 12th,  
day of NOVEMBER, 19 75, for CONTRACT NO. 75-48 - TRAFFIC SIGNAL INSTALLATION,  
HIGHWAY 10 AND CHAROLAIS, BRAMPTON, ONTARIO.

In accordance with the Specifications and Drawings submitted therefor which contract, Specifications and Drawings, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligees to be, in default under the Contract, the Obligees having performed the Obligees' obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) complete the Contract in accordance with its terms and conditions or
- (2) obtain a bid or bids for submission to the Obligees for completing the Contract in accordance with its terms and conditions, and upon determination by the Obligees and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the Obligees to the Principal under the Contract, less the amount properly paid by the Obligees to the Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligees named herein, or the heirs, executors, administrators or successors of the Obligees.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this 23rd,  
day of DECEMBER, 19 75.

SIGNED and SEALED  
In the presence of.

( STACEY ELECTRIC COMPANY LIMITED

( BY: [Signature] (Seal)  
Principal

( SIMCOE & ERIE GENERAL INSURANCE COMPANY

( [Signature] (Seal)  
Surety

ROBERT R. S. WRIGHT, Attorney-in-fact.

DEC 26 1975

Endorsed by RAIC, ACEC, CCA, EIC, SWAC

SE-162