

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 65-75

A By-law to authorize the execution of Contract No. 74-144 with Stacey Electric Company Limited.

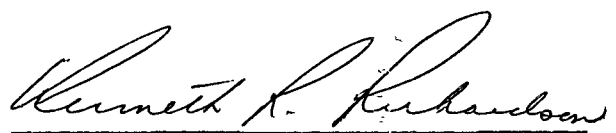
WHEREAS it is deemed expedient to enter into and execute Contract No. 74-144 with Stacey Electric Company Limited;

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. 74-144 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. 74-144, attached hereto as Schedule "A", with Stacey Electric Company Limited.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council this 21st day of April, 1975.


JAMES E. ARCHDEKIN, Mayor


KENNETH R. RICHARDSON, Clerk

THE CORPORATION OF THE CITY OF BRAMPTON
FORM OF AGREEMENT

CONTRACT # 74-144

This agreement made in quadruplicate this 13
day of FEBRUARY 19 75.

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 consider-
ation 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:

the supply and installation of traffic signals

and controller at the intersection of Central Park

Drive and Bramalea Road

(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

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

ARTICLE 6

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

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 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.

J. Villereau
WITNESS AS TO SIGNATURE OF CONTRACTOR

[Signature]
VICE PRESIDENT

ADDRESS _____
OCCUPATION _____

CORPORATION OF THE CITY OF BRAMPTON

(MAYOR) James E. Archibald
(CLERK) Kenneth R. Richardson