

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 79-75

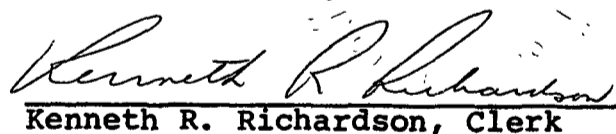
A By-law to authorize the
execution of Contract #75-119
with Stacey Electric Co. Ltd.
(Traffic Signals)

WHEREAS it is deemed expedient to enter into and execute
Contract No. 75-119 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. 75-119 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. 75-119, attached hereto as Schedule "A", with
Stacey Electric Company Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council
this 12th day of May, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

CERTIFICATE OF LIABILITY INSURANCE

FEDERAL 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 LTD.
(CONTRACTOR)

WHOSE ADDRESS IS 71 Sunrise Ave., Toronto, Ontario

HAS COMPREHENSIVE LIABILITY INSURANCE IN THIS COMPANY UNDER

POLICY NO. FCPI 699 9321 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 \$500,000.00 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, 1976

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

DATE: April 29, 1975

COUNTERSIGNED: TOMENSON SAUNDERS WHITEHEAD LIMITED.

PER A. FitzPatrick

THE CORPORATION OF THE CITY OF BRAMPTON
FORM OF AGREEMENT

CONTRACT #75-119

THIS AGREEMENT MADE IN QUADRUPLICATE THIS 30
DAY OF APRIL 19 75.

BETWEEN: THE CORPORATION OF THE CITY OF BRAMPTON
(HEREINAFTER CALLED THE "CORPORATION" OF
THE FIRST PART)

-AND- *STACEY ELECTRIC CO. LTD*
(HEREINAFTER CALLED THE "CONTRACTOR" OF
THE SECOND PART)

WITNESSETH THAT THE CONTRACTOR COVENANTS AND AGREES WITH THE CORPORATION TO SUPPLY IN A GOOD, SUBSTANTIAL AND WORKMANLIKE MANNER ALL ELECTRICAL REPAIRS REQUIRED BY THE CITY OF BRAMPTON FOR THE PERIOD BETWEEN MAY 1ST, 1975 AND MAY 1ST, 1976, AND PROVIDE SUCH GOOD, PROPER AND SUFFICIENT MATERIALS, LABOUR, EQUIPMENT AND APPLIANCES OF ALL KINDS WHATSOEVER AS MAY BE NECESSARY FOR COMPLETING THE SAID WORK, AS HEREINAFTER SPECIFIED, AND IN ACCORDANCE WITH THE SPECIFICATIONS, INFORMATION FOR TENDERERS, AND FORM OF TENDER PREPARED THEREFOR AND ATTACHED HERETO AND WHICH ARE EXPRESSLY ACKNOWLEDGED, ACCEPTED AND MADE A PART OF THIS CONTRACT.

THE CONTRACTOR FURTHER AGREES THAT SHOULD HE IN ANY WAY DEFAULT THE TERMS AND CONDITIONS OF THIS CONTRACT, THE CORPORATION SHALL HAVE THE RIGHT TO ENGAGE OTHER FORCES AND TO PURCHASE THE REQUIRED MATERIALS NECESSARY TO COMPLETE THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS CONTRACT, AND THE CONTRACTOR SHALL REIMBURSE THE CORPORATION FOR ANY AND ALL INCREASED COSTS INCURRED BY THE CORPORATION TO COMPLETE THE WORK ABOVE THOSE THAT WOULD APPLY IF THIS CONTRACT WERE SATISFACTORILY COMPLETED.

AND THE CORPORATION HEREBY PROMISES AND AGREES TO AND WITH THE CONTRACTOR THAT THE CORPORATION SHALL AND WILL, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS BEING STRICTLY PERFORMED BY THE CONTRACTOR, AS SPECIFIED, WELL AND TRULY PAY OR CAUSE TO BE PAID UNTO THE CONTRACTOR FOR THE SAID WORK AND MATERIALS, IN ACCORDANCE WITH THE PRICES AND SUMS SET OUT IN THE FORM OF TENDER ATTACHED HERETO, AND IN ACCORDANCE WITH THE PROVISIONS OF THE ATTACHED SPECIFICATIONS AND INFORMATION FOR TENDERERS.

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

Ernest Laclaud

[Signature]

STACEY ELECTRIC COMPANY
LIMITED

ADDRESS

OCCUPATION

CORPORATION OF THE CITY OF BRAMPTON

(MAYOR)

James E. Archelin

(CLERK)

Herbert R. Richardson

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF TENDER

CONTRACT #75-119

SCHEDULE OF QUANTITIES AND UNIT PRICES

	<u>UNIT PRICE</u>
1. PERCENT OVERHEAD CHARGE ON LABOUR (APPROXIMATE ANNUAL VOLUME 1,200 MAN HOURS)	<u>29 %</u>
2. PERCENT HANDLING CHARGE ON MATERIAL (APPROXIMATE ANNUAL VALUE \$10,000.00)	<u>8 %</u>
3. HOURLY RATE FOR STANDARD TRUCK (APPROXIMATE ANNUAL VOLUME 600 HOURS)	\$ <u>2.50</u>
4. HOURLY RATE FOR LADDER OR BUCKET TRUCK (APPROXIMATE ANNUAL VOLUME 400 HOURS)	\$ <u>3.00</u>
5. PREVENTATIVE MAINTENANCE - L.S.	\$ <u>2190.00</u>
6. HOURLY RATES FOR :	
<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
JOURNEYMAN ELECTRICIAN	<u>11.20</u>
ELECTRICAL APPRENTICES - 1ST YEAR	<u>4.80</u>
2ND YEAR	<u>5.87</u>
3RD YEAR	<u>6.93</u>
4TH YEAR	<u>8.00</u>
5TH YEAR	<u>9.06</u>
ELECTRICAL FOREMAN	<u>12.26</u>