



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

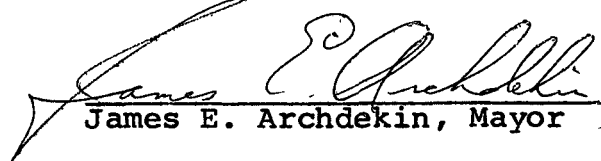
Number 118-76

A By-law to authorize the execution
of Contract #76-116 with Stacey Electric
Company Limited.

WHEREAS it is deemed expedient to enter into and execute
Contract No. 76-116 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. 76-116 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. 76-116, attached hereto as Schedule "A", with
Stacey Electric Company Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 10th day of May, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF AGREEMENT

CONTRACT #76-116

THIS AGREEMENT MADE IN QUADRUPLICATE THE 30
DAY OF APRIL 19 76.

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 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, 1976 AND MAY 1ST, 1977, 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.

Ernest Dacul

WITNESS AS TO SIGNATURE OF CONTRACTOR

71 SUNRISE AVE

ADDRESS

OCCUPATION

[Signature]

VICE PRESIDENT

CORPORATION OF THE CITY OF BRAMPTON

(MAYOR)

James E. Richardson

(CLERK)

Kenneth R. Richardson

CERTIFICATE OF INSURANCE

Tuckett-Little Insurance Limited

TELEPHONE
864-9300

100 UNIVERSITY AVENUE
TORONTO, ONTARIO M5J 1V6

TO: The Corporation of the City of Brampton,
24 Queen Street East,
Brampton L6V 1A4, 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

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

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

DESCRIPTION OF OPERATIONS:

Re: Yearly maintenance contract
1976 - 116

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

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.

May 4, 1976

Tuckett-Little Insurance Limited

Per:

Authorized Representative

MAY 5 1976

FORM OF TENDER

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF TENDER

CONTRACT NO. 76-116

THIS TENDER SUBMITTED BY STACEY ELECTRIC CO. LTD. FIRM NAME
OR
INDIVIDUAL
71 SUNRISE AVE 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 THE PLANS, DRAWINGS, PROFILES, SPECIFICATIONS, FORM OF TENDER, INFORMATION TO TENDERERS, GENERAL CONDITIONS, AGREEMENT BY THE CITY ENGINEER, 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 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 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 AWARDING OF THE CONTRACT BASED ON THIS TENDER BY THE COUNCIL OF THE SAID CITY SHALL BE AN ACCEPTANCE OF THIS TENDER.

DATED AT TORONTO THIS 6 DAY
OF APRIL, 19 76.



SIGNATURE OF WITNESS



SIGNATURE AND SEAL OF TENDERER

FORM OF TENDER

CONTRACT #76-116

SCHEDULE OF QUANTITIES AND UNIT PRICES(A) UNIT PRICES :

ITEM	DESCRIPTION	APPROXIMATE ANNUAL VOLUME	UNIT PRICE
1.	PERCENT OVERHEAD CHARGE ON LABOUR	1,200 HOURS	<u>5</u> %
2.	PERCENT HANDLING CHARGE ON MATERIAL	\$10,000.00	<u>3</u> %
3.	HOURLY RATE FOR STANDARD TRUCK	400 HOURS	\$ <u>2.00</u>
4.	HOURLY RATE FOR LADDER OR BUCKET TRUCK	600 HOURS	\$ <u>2.50</u>

(B) LUMP SUM COSTS :

1. LUMP SUM COST FOR
PREVENTATIVE MAINTENANCE

\$ 1630.00(C) HOURLY RATES FOR LABOUR :

ITEM	CLASSIFICATION	HOURLY RATE
1.	JOURNEYMAN ELECTRICIAN	\$ <u>11.50</u>
2.	ELECTRICAL APPRENTICE - 1ST YEAR	\$ <u>5.30</u>
	- 2ND YEAR	\$ <u>6.00</u>
	- 3RD YEAR	\$ <u>7.20</u>
	- 4TH YEAR	\$ <u>8.30</u>
	- 5TH YEAR	\$ <u>9.50</u>
3.	ELECTRICAL FOREMAN	\$ <u>12.50</u>

SCHEDULE OF OVERTIME RATES

THE CONTRACTOR SHALL LIST BELOW THE OVERTIME RATES AND THE TIME PERIODS FOR WHICH THEY APPLY. THE RATES ARE TO BE SET DOWN AS A MULTIPLE OF THE STANDARD RATE ONLY AND NOT AS AN ACTUAL DOLLAR VALUE. I.E. $1\frac{1}{2}$ TIME STANDARD RATE, ETC.

DAYS	TIME PERIOD	OVERTIME RATE
WEEK DAYS	4PM TO 8 AM	2 TIMES
SATURDAY		
SUNDAY		
LEGAL HOLIDAYS	ALL DAY	2 TIMES

THE CONTRACTOR MUST LIST BELOW THE NAMES OF MUNICIPALITIES WHERE WORK OF A SIMILAR NATURE HAS BEEN PERFORMED WITHIN THE PAST FIVE YEARS.

YEAR	DESCRIPTION OF WORK	MUNICIPALITY	VALUE
1975	TRAFFIC SIGNALS	BRAMPTON	45,000.00

CONTRACTOR'S PROPOSED SUPERVISORY STAFF

THE CONTRACTOR MUST LIST BELOW THE NAMES, TRAINING AND EXPERIENCE OF THE SUPERVISORY PERSONNEL TO BE EMPLOYED ON THIS CONTRACT. THE TRAINING IS IN REFERENCE TO TRAFFIC SIGNAL CONTROLLERS AND TRAFFIC SIGNAL EQUIPMENT IN GENERAL.

NAME	JOB TITLE	EXPERIENCE & TRAINING
BILL ICETON	FOREMAN	ELECTRICIAN

PASSED May 10, 19 76



BY-LAW

No. 118-76

A By-law to authorize the execution
of Contract #76-116 with Stacey Electric
Company Limited.