

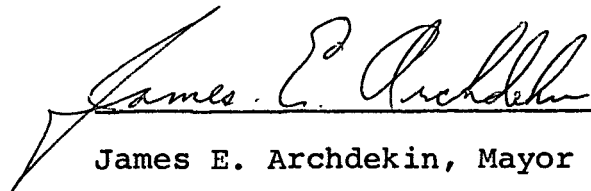
BY-LAW NUMBER 167-75

A By-law to authorize the execution of Contract #75-28 with Holley Electric Limited.  
(Supply and install primary electrical services - Century Gardens, Phase II)

WHEREAS it is deemed expedient to enter into and execute Contract No. 75-28 with Holley Electric 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. 75-28 with Holley Electric 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. 75-28, attached hereto as Schedule "A", with Holley Electric Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 8th day of September, 1975.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

CONTRACT NO. 75-28

*J.W.*  
*15th*

This Agreement made in Quadruplicate this 15 day of AUGUST, 1975

BETWEEN:

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

-And-

*HOLLEY ELECTRIC*  
*Limited* ~~Inc.~~ *J.W.*

(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:

CONTRACT NO. 75-28

SUPPLY AND INSTALL PRIMARY ELECTRICAL SERVICES

CENTURY GARDENS PHASE II 340 VODDEN STREET

BRAMPTON, ONTARIO

(B) The contractor shall, except as otherwise specifically provided, at his own expense provide all and every kind of labour, machinery, plant, structures, roads, ways, 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 Director of Parks and Recreation, 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 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 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 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 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

SEVEN THOUSAND THREE HUNDRED AND EIGHTY-THREE

DOLLARS (\$ 7383.00 )

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 Director, Parks and Recreation, 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 Director, Parks and Recreation at the following Addresses:

THE CONTRACTOR:

*HOLLEY ELECTRIC LIMITED*

*20 HAGGART AVE N.*

*BRAMPTON, ONTARIO*

THE DIRECTOR, PARKS AND RECREATION:

D.M. Gordon,  
Director, Parks and Recreation,  
City of Brampton  
150 Central Park Drive  
Bramalea, Ontario.

## ARTICLE 6

A copy of each of the Contract documents is hereto annexed and together with the Specs 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 the contract contained, nor from any position or situation of the parties at any time, 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 affect 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 fulfil, 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.

James D. Hyle  
WITNESS AS TO SIGNATURE OF CONTRACTOR

Address R.R. 3 STREETSVILLE

Occupation SECRETARY

John J. Wylie  
Secretary

CORPORATION OF THE CITY OF  
BRAMPTON

James E. Archbold  
MAYOR

Kenneth R. Leeband  
CLERK

# GERLING GLOBAL GENERAL INSURANCE COMPANY

## CERTIFICATE OF INSURANCE

This is to certify to: City of Brampton

Address 24 Queen St. E., Brampton, Ontario.

that the following described policies have been issued by Global General Insurance Co.

G. T. HOLLEY AND/OR HOLLEY ELECTRIC LTD.

(NAME OF INSURED)

Address 20 Haggart Ave. North, Brampton, Ontario

TYPE OF INSURANCE				
	Policy No.	Effective Date	Expiration Date	Limits of Liability
Third Party Liability Bodily Injury	8006814	July 24/75	Dec. 12/75	Each person \$
				Each accident \$
				Aggregate \$
				INCLUSIVE \$ 500,000.00
Third Party Liability Property Damage				Each accident \$
				Aggregate \$
Automobile Bodily Injury				Each person \$
				Each accident \$
Automobile Property Damage				Each accident \$

Description and location of operations or work covered: All operations usual to the Insured.

In the event of cancellation of said policies, it is the intent of the company to notify the certificate holder of such cancellation, but the company assumes no responsibility for failure to do so.

Date 19 August 1975

Authorized Representative

*[Signature]*  
GERLING GLOBAL GENERAL INSURANCE COMPANY



TRAVELERS Indemnity Company of Canada

TORONTO, CANADA

YY 193 7161  
No. ....

### PERFORMANCE BOND

(Approved by the Canadian Construction Association)

KNOW ALL MEN BY THESE PRESENTS, that .....

**HOLLEY ELECTRIC LIMITED**

..... as Principal,

hereinafter called the Principal, and TRAVELERS Indemnity Company of Canada, a corporation created and existing

under the laws of Canada 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 Obligee,

hereinafter called the Obligee, in the amount of **Seven thousand, three hundred and eighty-three** —

**00/100** Dollars (\$ **7,383.00**)

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 Obligee, dated the **15<sup>th</sup>**

day of **August**, 19 **75**, for **supply and installation of Primary**

**Electrical Services, Century Gardens, Phase 2, Contract 75-28.**

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 Obligee to be, in default under the Contract, the Obligee having performed the Obligee's 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 Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee 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 Obligee to the Principal under the Contract, less the amount properly paid by the Obligee 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 Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond this **15<sup>th</sup>** day of

**August**, **15<sup>th</sup>**, 19 **75**...

*880*

*John J. Wyle*  
Principal

TRAVELERS Indemnity Company of Canada

By *M. Scott Nelson*  
Attorney-in-Fact

THE CORPORATION OF THE CITY OF BRAMPTON

SEP - 5 1975

INTER OFFICE MEMORANDUM

To J. E. Hendy

Date September 5, 1975

From M. S. Lingard

Subject Contract No. 75-28  
Primary Electrical  
Services - Century Gardens

Please find attached the corrected documents for the above noted subject as per your memorandum of August 25, 1975.



M. S. Lingard

MSL/lis

Attach.

Sep 5/75.

Approved ~~at~~

to execution.  
