

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 76-74

A By-law to authorize the execution of Contract No. 74-112 with Stacey Electric. (Traffic Installation at Intersection of Clark Blvd. and Central Park Drive)

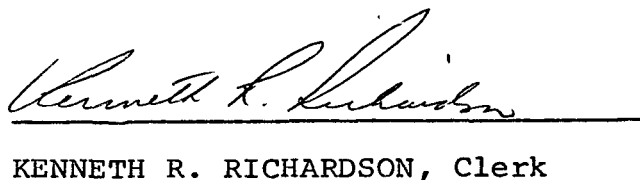
WHEREAS it is deemed expedient to enter into and execute Contract No. 74-112 with Stacey Electric;

NOW THEREFORE the Council of the Corporation of the City of Brampton ENACTS as follows:

1. That the Corporation of the City of Brampton enter into and execute Contract No. 74-112, attached hereto as Schedule "A", with Stacey Electric.
2. That the Mayor and the Clerk are hereby authorized to affix their signatures to the said Contract No. 74-112, attached hereto as Schedule "A", with Stacey Electric.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of August, 1974.


JAMES E. ARCHDEKIN, Mayor


KENNETH R. RICHARDSON, Clerk

FORM OF TENDER

FOR

CONTRACT NO. 74-112

THIS TENDER SUBMITTED BY _____

FIRM NAME
OR INDIVIDUAL
ADDRESS

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.

I/WE also agree that deductions from the said contract, if any, shall be made at the unit prices shown in the Schedule of Quantities and 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 or until two (2) months 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.

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/OUR part.

I/WE PROPOSE _____

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.

I/WE agree that the dates of completion as referred to in the General Conditions shall be one hundred and twenty (120) working days from the date of written order to commence work. The Contractor agrees to pay the Corporation as liquidated damages the sum of \$100.00 (one hundred) 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 in the amount of \$ _____

_____ /100 is enclosed.

Dated at _____ this _____ day

of _____, 19 _____.

SIGNATURE OF WITNESS

SIGNATURE OF TENDERER AND SEAL

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 No.1, or any errors appearing in Column No.3 or its total, the acceptable prices appearing in Column No.1 shall be deemed the tenderer's unit price and the figures appearing in in Column No.3, or its total may be ignored.

ITEM NO.	DESCRIPTION OF ITEM	COLUMN NO.1 TENDERER'S BID PER UNIT	COLUMN NO.2 ESTIMATED QUANTITY	COLUMN NO.3 TENDERER'S TOTAL BID
1.	Signal Poles and Arms			
a.	POWCO 8118-12 Primary Signal Pole and 12' arm Hot dipped galvanized c/w slip fit end	\$ _____ each	3	\$ _____
b.	POWCO 8117-2 Primary Signal Pole and 2' Arm Hot dipped galvanized c/w slip fit end.	\$ _____	1	\$ _____
c.	POWCO 8312 Secondary Signal Pole Hot dipped galvanized	\$ _____	2	\$ _____

ITEM NO.	DESCRIPTION OF ITEM	COLUMN NO.1 TENDERER'S BID PER UNIT	COLUMN NO.2 ESTIMATED QUANTITY	COLUMN NO.3 TENDERER'S TOTAL BID
2.	Footings (4000 psi concrete)	\$ _____ each	6	\$ _____
3.	Signal Heads and Mounting Hardware			
a.	Highway type c/w backboards Eagle KB493 Diecast 12" red 8" amber & green Polycarbonate Lenses	\$ _____ each	3	\$ _____
b.	Highway type c/w backboards Eagle KB403 Diecast 12" red 12" amber & green Polycarbonate Lenses	\$ _____ each	1	\$ _____
c.	Secondary Type c/w backboard Eagle KB173 Diecast 8" red, amber & green Polycarbonate Lenses	\$ _____ each	4	\$ _____
d.	Eagle Pedestrian Signal with 12" Square plastic symbol lenses (KB342) Hand Outline (portland orange) walking man (lunar white)	\$ _____ each	4	\$ _____

ITEM NO.	DESCRIPTION OF ITEM	COLUMN NO.1 TENDERER'S BID PER UNIT	COLUMN NO.2 ESTIMATED QUANTITY	COLUMN NO.3 TENDERER'S TOTAL BID
3. e.	Side of Pole mount-\$ ing hardware consi- sting of Eagle UK611 Top Bracket and UK610 bottom bracket with Eagle Pole Plates c/w stainless steel banding (Type J) (For secondary and pedestrian heads)	each	8	\$
f.	Spring cushion mast \$ arm hanger c/w UK 983 Pinnacle Assembly	each	4	\$
4.	Eagle Pre-timed traffic controller No. EF21D51901D4L2A100 as per specifications c/w cabinet including mounting brackets	each	1	\$
5.	Eagle EW90 loop detector amplifier c/w Delay before detection.	each	1	\$
6.	Supply and Install \$ detection loops as per specifications (Including saw cutting)	each	2	\$
7.	Supply and install \$ underground conduit including excavation and backfill	lin.ft.	150	\$
8.	Saw Cut Pavement \$ lin.ft.	lin.ft.	50	\$

ITEM NO.	DESCRIPTION OF ITEM	COLUMN NO.1 TENDERER'S BID PER UNIT	COLUMN NO.2 ESTIMATED QUANTITY	COLUMN NO.3 TENDERER'S TOTAL BID
9.	Wiring of complete system	\$ _____ LUMP SUM	L.S.	\$ _____
10.	Handwells as per Standard DWG.D-70	\$ _____ each	3	\$ _____
11.	CONTINGENCY ITEM			<u>\$1,000.00</u>
TOTAL PRICE FOR CONTRACT # 74-112				\$ _____

