



TENDER DOCUMENTS

TENDER NO.: RT-WRCC-10-001

REFERENCE NO.: 99-99

CANAL TERRACE PAVILION

Date: July 28, 2010

Closing Date: 02:15 p.m. August 9, 2010

**NOTICE TO TENDERER'S OF
WELLAND RECREATIONAL CANAL CORPORATION PROJECTS
RE: CITY OF WELLAND MUNICIPAL CONSIDERATION**

- I In order to protect public health, and to minimize potential liabilities to the Corporation, and those it serves, given the understanding of relevant level of complexity of each tendered project, Tenderer's are to properly complete Tenderer's Experience In Similar Work - Statement "B" of the Form of Tender. Successful verification of such information by the Corporation that the Tenderer has completed similar work, value, and scope will form part of the conditions of tender award.
- II Tenderer is hereby advised that if and when repair work is to be undertaken on a live watermain, caused directly or indirectly by works described herein, The Operational Procedures for All Watermain Distribution, Repair and Installation of the City of Welland, Engineering, Public Works and Transportation Services Department, Public Works Division must be followed. Copy of the document may be obtained from Engineering Services at Civic Square.
- III You are also reminded that since April 1996, City of Welland has adopted the Niagara Peninsula Standard Contract Documents (N.P.S.C.D.) which is available on-line at www.regional.niagara.on.ca, along with the Municipal-Oriented Ontario Provincial Standard (O.P.S.), volumes 1 to 4 and 7-8, as amended, for the tendering of all municipal projects, unless specified otherwise.

The enclosed package and fees charged do not include any of these documents saving those instructions and construction drawings, which are unique to both the project and the Corporation of the City of Welland, and hence, it is the tenderer's responsibility to obtain and/or procure the O.P.S., and N.P.S.C.D.

All documents included and referenced must be reviewed carefully and thoroughly so to ensure proper and complete submission.

Thank you for your understanding and cooperation.

D. Tsang, A.Sc.T., CMM III
Technical Services Supervisor

TABLE OF CONTENTS

Title Page

Notice to Tenderer's of Welland Recreational Canal Corporation Projects

Table of Contents

1. **Special Instructions to Bidders**
2. **Instruction to Bidders (Refer to Niagara Peninsula Standard Contract Documents)**
3. **Form of Tender**
 - Form of Tender (Declaration)
 - Schedule of Tender Unit Prices
 - Statement A - List of Sub-Contractors
 - Statement B - Tenderer's Experience in Similar Work
 - Statement C – Harmonized Sales Tax
 - Statement D – List of References
 - **Agreement to Bond**
4. **Agreement between Owner and Contractor (Form of Contract)**
5. **Schedule of Drawings**
6. **Certificate of Insurance**
7. **Special Provisions – Supplementary**
 - General (Ref: Niagara Peninsula Standard Contract Documents)
 - General Supplementary
 - Contract Items (Ref: Niagara Peninsula Standard Contract Documents)
 - **Contract Items Supplementary (if applicable)**
8. **Supplementary General Conditions of the Contract (Ref: Niagara Peninsula Standard Contract Documents)**
9. **OPS General Conditions of Contract (Ref: Niagara Peninsula Standard Contract Documents)**
10. **Contract Drawings**
11. **Appendices (Envelopes)**

SPECIAL INSTRUCTIONS TO BIDDERS

I N D E X

<u>No.</u>	<u>Description</u>	<u>Page</u>
1.	Named Parties	SIB 2
2.	Tender Procedure	SIB 2
3.	Estimated Tender Value	SIB 3
4.	Tender Award	SIB 3
5.	Maintenance Holdback	SIB 3
6.	Liquidated Damage.....	SIB 4
7.	Additional Insured	SIB 4
8.	Agreement to Bond.....	SIB 4
9.	F.O.I Notice Provisions	SIB 4
10.	Scheduling of Work.....	SIB 4
11.	Upset Limit of Work.....	SIB4
12.	Performance of Contract Security - Bonding.....	SIB 5
13.	Workplace Safety & Insurance Board Certificate of Clearance	SIB 5
14.	Occupational Health and safety.....	SIB 6
15.	Insurance Documentation.....	SIB 6
16.	Automobile Liability Insurance	SIB 7
17.	Licenses, Permits, Locates and Approvals.....	SIB 7

SPECIAL INSTRUCTIONS TO BIDDERS

1. Named Parties

For the purposes of this contract the following parties are identified:

Owner: Welland Recreational Canal Corporation

Landscape Architect: Forestgreen Creations Inc.

Contract Administrator: Forestgreen Creations Inc.

Supervisor/Inspector: Forestgreen Creations Inc.

Contact for Enquiries:

Stephen Fischer,
Business & Operations Manager
60 East Main Street
Welland, ON, L3B 3X4
Telephone (905) 735-1700 ext. 2311
Fax No (905) 734-9952
wrcc@welland.ca

Todd Barber
Forestgreen Creations Inc
1423 Pelham Street
Fonthill, ON, L0S 1E0
Telephone (905) 892 9737
Fax No (905) 892 4940
todd@forestgreencreations.com

2. Tender Procedure

The following policy regarding the submission of tenders and the tender opening procedures will be applicable for this project. Tenderer's are requested to adhere strictly to the instructions concerning submission.

(a) All tenders must be sealed and submitted to:

Name: Lynne House
Title: WRCC Administrator
Address: WRCC Offices
Merritt Island Building, 8 Merritt Island
Welland, ON L3B 3X4

By the following time and Date:

Time: 2:15 p.m. on August 9, 2010

Mailing Address for Tenders is:

Welland Civic Square
60 East Main Street, Welland, ON L3B 3X4

(b) Tenders received later than the time specified will not be accepted, regardless of the postal seal date. Tenders must be plainly marked to reveal the contents and the Tenderer's name and address.

(c) Tenders shall be submitted in the two envelopes supplied, as follows:

i) The first envelope shall contain:

- "Agreement to Bond", duly signed and sealed (no copies or facsimiles will be accepted).
- Tender deposit in the form of a certified cheque in the amount of \$5,000.00

ii) The second envelope shall contain:

- Form of Tender (including addenda if applicable).

Please note that the tender specifications shall not be included in the second envelope. In the event the first envelope does not contain the proper documents, the second envelope will not be opened.

(d) Tenders will be opened at 2.30 pm August 9th 2010 at WRCC Board Room
WRCC Offices, Merritt Island Building
8 Merritt Island, Welland, ON L3B 3X4
Results will be made available within 2 (two) days of the Tender closing date

(e) The total tender price will be announced for each tender opened, (excluding applicable taxes.).

3. Estimated Tender Value

The estimated tender value of the project is as follows (excluding APPLICABLE TAXES.).

Estimated Tender Value: \$70,000.00

4. Tender Award

The award of this tender is subject to approval from:

Welland Recreational Canal Corporation

Tentatively, site planning and layout to commence by Aug 17, 2010, construction to commence Aug 23, 2010, weather and site conditions permitting.

The lowest bidder may not necessarily be awarded this contract

5. Maintenance Holdback

The following maintenance holdback will apply to this contract:

Two (2%) percent of the Final Contract Value (excluding H.S.T.) for a one (1) year period after completion date.

6. Liquidated Damages

The liquidated damages for this contract shall be **Five hundred dollars (\$500.00)** for each normal working day or every day's delay that the work remains uncompleted after October 15, 2010.

7. Additional Insured

The following parties are to be included as additional insured for this project:

Corporation of the City of Welland
The Regional Municipality of Niagara
Welland Recreational Canal Corporation
Forestgreen Creations Inc.

8. Agreement to Bond

Each tender shall be accompanied by the "Agreement to Bond" form, to be completed by the same Surety Company providing the bid bond, as a surety that the Tenderer can obtain the required contract bonds, if successful.

9. F.O.I. Notice Provisions

This information is being collected pursuant to the provisions of the Municipal Freedoms of Information and Protection of Privacy Act and will only be used to make a decision concerning the acceptance of this tender. The name of the Tenderer and the total price will be made public. All other information contained in this document will be confidentially viewed by the council if necessary and appropriate staff.

This tender document is received in confidence save and except the name of the Tenderer and the total tender amount. However, the successful tender document will be made public by forming part of the accepting contract. Further information may be obtained by contacting the Welland Recreational Canal Corporation.

10. Scheduling of Work

The Contractor is required to provide a detailed construction schedule for review by the Owner as part of the tender document and shall accompany the bid.

11. Upset Limit of Work

The Welland Recreational Canal Corporation reserves the right to reduce and / or change the scope of work to suit available funding and budgets.

12. **PERFORMANCE OF CONTRACT SECURITY – BONDING**

Each tender (Envelope 1) must be accompanied by an Agreement to Bond (Performance and Labour & Materials) in its original form.

Upon award of this Contract, and prior to signing of Contract documents, the Successful Proponent shall deposit with the City, the following documents;

The Performance Bond and Labour and Material Bond shall be provided at the Contractor's sole cost in favour of the City in order to secure the due and faithful performance of the Contract. The Performance Bond shall be for 100% of the Contract price. The Labour and Materials Bond shall be for 100% of the Contract price. Any costs associated with these items are the responsibility of the proponent.

Bonds shall be issued by reputable Bonding Companies, licensed to carry on business in the Province of Ontario. All bonds may be subject to the review and approval of the City Solicitor. Bonds shall be irrevocable and open for acceptance for sixty (30) days from date of closing. These bonds shall guarantee all conditions as set out in the Contract, including not only all matters pertaining to the proper execution of the work, but also all matters for which the Contractor is responsible throughout the one year period of maintenance and warranty.

13. **WORKPLACE SAFETY & INSURANCE BOARD CERTIFICATE**

The successful bidder will be required to submit an original Certificate of Good Standing from the Ontario Workplace Safety & Insurance Board on request by the City of Welland and shall provide additional certificates as often as is deemed necessary by the City of Welland during the term of the Contract to ensure continued good standing with the Workplace Safety & Insurance Board. Following substantial completion of the work as determined by the City of Welland, the contractor must furnish the City with a "Certificate of Clearance" from the Workplace Safety and Insurance Board. Final payment to the contractor will not be made unless this certificate is received from the contractor -AND/OR -

The successful bidder shall provide proof to the City of Welland from the Workplace Safety & Insurance Board that they do not require WSIB Insurance. If the successful bidder changes its status with the Workplace Safety & Insurance Board during the term of the Contract such that coverage is required, the successful bidder shall immediately provide the City of Welland with the W.S.I.B. Clearance Certificate.

14. **OCCUPATIONAL HEALTH AND SAFETY**

The bidder warrants that the items supplied to the City of Welland conform in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of Contract. All work performed under this Contract must be carried out in accordance with the terms and conditions of the OCCUPATIONAL HEALTH & SAFETY ACT. R.S.O. 1990, as amended. The City reserves the right to obtain the Health and Safety records from the appropriate Ontario

Government Ministry of the selected bidder and may determine its selection of the successful bidder based upon these records. Responsibility for compliance with the Act and Regulations rests exclusively with the contractor and may be subject to the scrutiny of the City of Welland authorities. Regulations are available from the Ministry of Labour offices.

CONSTRUCTION PROJECTS: O.H.S.A. and Regulations for Construction Projects, as may be amended from time to time, outlines the requirement to file a Notice of Project with the Ministry of Labour, under certain circumstances as outlined in the Section. Forms are available from the Ministry of Labour Offices. Responsibility to file Notice of Project (if required) is the sole responsibility of the contractor.

All welding, cutting and related operations shall be performed in accordance with Canadian Standards Association Standard "CAN/CSA-W117.2-M87 safety in welding, cutting and allied processes, as may be amended from time to time, with specific reference to Section 9.7 fire prevention and protection. All welding, cutting and related operations require the application for and the completion of a "HOT WORK PERMIT" issued by the applicable maintenance department, PRIOR TO THE COMMENCEMENT OF THE WELDING OPERATION.

15. **INSURANCE DOCUMENTATION**

The successful bidder during the terms of the contract shall maintain Contract Property Damage and Commercial General Liability Insurance and shall furnish the City of Welland with certified copies. The Liability Insurance Policy and/or endorsement shall be satisfactory to the City of Welland. In particular:

- (a) Each policy shall name the City of Welland as an additional insured as its interest may appear and in the case of such Commercial General Liability insurance shall contain provision for cross liability and severability of interest as between the City of Welland and contractor;
- (b) The bidder shall obtain from the insurers undertakings to notify the City of Welland in writing at least thirty (30) days prior to any cancellation, material change thereof or non-payment of premium;
- (c) If required, the bidder shall obtain from the insurers an Installation Floater for Repairs and Renovations, or Builder's Risk Policy, or any other insurance required to cover the Property, in the amount of 100% of the Contract price.

The minimum amount of Public Liability and Property Damage Insurance shall be \$3,000,000 inclusive, each occurrence. Depending on the nature of the Contract, further insurance endorsements may be required by the City of Welland.

The bidder shall also maintain such Fire & Theft Insurance, including dishonesty of any employees or agents hired by the bidder, as will provide adequate coverage for the loss by burglary, fire or theft of any stock or equipment of the bidder's upon City of Welland premises.

16. **AUTOMOBILE LIABILITY INSURANCE**

The successful contractor shall provide and maintain Standard Owner's Form Automobile Policy providing Third Party Liability and Accident benefits Insurance and covering licensed vehicles owned or operated by or on behalf of the contractor, of not less than Two Million (\$2,000,000) Dollars inclusive per occurrence for bodily injury, death and damage to property, endorsed to provide the City of Welland with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage. Certificates of insurance originally signed by authorized insurance representatives shall be delivered to the City of Welland prior to the commencement of any work required under the Contract and for all policy renewals thereafter during the time that the Contract is in effect within sixty (60) days of their renewal date. The insurance certificates and policies shall contain a provision that the insurer shall not cancel or materially change coverage as would affect the Contract without providing the City of Welland at least thirty (30) days prior written notice.

All insurance coverage to be provided by the Contract for this Contract shall be primary and not call into contribution any other insurance coverage available to the City of Welland. The contractor shall not do or omit to do anything, which would impair or invalidate the insurance policies.

Provided that if the bidder fails to take out or maintain such insurance, the City of Welland, at its option, shall be entitled to terminate this Contract forthwith or the City of Welland shall have the right to take over and maintain such insurance and the bidder shall forthwith pay to the City of Welland any premium paid by the City of Welland under such insurance.

17. **LICENSES, PERMITS, LOCATES AND APPROVALS**

The successful bidder shall, at his own expense, be responsible for obtaining, maintaining and keeping available for inspection and copying all Regional, Municipal and any other licenses, building and other permits, or approvals, necessary to permit them, their employees or company to carry out the requirements of this agreement.

SPECIAL PROVISIONS CONTRACT ITEMS

(Refer to Niagara Peninsula Standard Contract Documents)

The following Special Provision Contract Items apply to the works

AA, A1, A2, A3

SPECIAL PROVISIONS SUPPLEMENTARY CONTRACT ITEMS

The following S.P. Contract Items Supplementary (SPS) are included in the tender specifications

SPS-1.0 Construction Layout

The contractor shall provide detailed layout of all proposed work shown on the contract drawings and will have the layout approved prior to construction. The contractor shall provide the inspector and/or owner with 48 hours notice of intention to undertake layout and have such work approved.

The contractor shall provide stakes as required for this work.

SPS-2.0 Shop Drawings

The contractor shall submit structural steel shop drawings, to the designer for review prior to any steel fabrication. All shop drawings shall be included in the bid price.

SPS-3.0 Clearing and Grubbing

Clearing and grubbing shall include removal of all trees, shrubs and other vegetation identified on the drawings to implement the work. All material cleared and grubbed shall be removed from the site and legally disposed of. Trees removed shall have their trunks/stumps grinded out to a minimum 500mm below grade. Payment for clearing and grubbing complete shall be lump sum.

SPS-4.0 Removals

Removals at the site include existing concrete sidewalk, concrete curb, asphalt paving, light poles, and rock monument. Rock monument shall be relocated within the work area as directed. Ensure all items identified to be removed and not returned to the Owner/relocated are legally disposed of immediately off site. The contractor shall provide, install and maintain all warning signs, barricades, as necessary and directed to ensure public safety at all times. Payment for removals and the work of this item complete shall be lump sum. Security fencing to be provided by Owner, as site may be shared with General Landscape Contractor after removals and item SP S-5.0 are complete.

SPS-5.0 Excavation & Earthworks

All material excavated to complete work of the contract shall remain on site and be equally distributed to create the landscape berms conceptually shown on the drawings to begin to shape and form the berms as directed. Placement, compaction & grading of the excavated material shall be undertaken in progressive lifts not exceeding 200mm in depth and shall conform to OPSS 206 & OPSS 212. Payment for excavation and earthworks shall be based the work of this item complete and shall be lump sum.

SPS-6.0 Pavilion building

Refer to architectural / structural drawings AA, A1, A2, A3.
Provide lump sum price for a complete building package.

FORM OF TENDER

Tender No.: RT-WRCC-10-001
Ref.: 99-99
Canal Terrace Pavilion

FORM OF TENDER

We, the undersigned Contractor(s) have carefully examined the attached and referenced documents as herein listed and forming part of this tender.

**DOCUMENTS
INCLUDED
IN TENDER**

Special Provisions
Special Instructions to Bidders
Instructions to Bidders
General Conditions
Supplementary General Conditions
Standard Specifications (as noted)
Plans & Drawings (as noted)
NPSCC
OPSS
Addenda (if applicable)

and have carefully examined the site and location of the work to be done under this contract. We, the undersigned Contractor(s), understand and accept the said drawings and contract documents, and, for the prices set forth in this Tender, hereby offer to furnish all machinery, labour, tools, apparatus and other means of construction, furnish all materials except as otherwise specified in the Contract, and to complete the work in strict accordance with the drawings and contract documents referred to above, for the total tender price of:

_____ Dollars.

(\$ _____) *excluding applicable taxes*

Tender No.: RT-WRCC-10-001
Ref.: 99-99
Canal Terrace Pavilion

We acknowledge that we have received Addendum/Addenda No * of * inclusive, and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

ADDENDA

We agree to commence work as specified to proceed continuously to the completion and to complete all the work by October 15, 2010

COMMENCEMENT AND COMPLETION

We agree that this tender is to continue open to acceptance and irrevocable until the formal contract has been executed by the successful Tenderer for the said work, and the bond or bonds as specified have been executed by the approved surety or sureties, and that the Owner may, at any time, within 45 (forty five) calendar days of closing date, accept this tender without notice, whether any tender has been previously accepted or not.

TENDER IS OPEN TO ACCEPTANCE & IRREVOCABLE

*** the following to be filled in by Tenderer.**

OFFERED ON BEHALF OF THE CONTRACTOR

Insert Workers' Compensation Board Account No

Signature

Company Name

Address

Contractor's Seal

Witness

Date

Witness

NOTE:

- (a) If the Tenderer is a Corporation, the corporate seal must be affixed under the signature of a duly authorized officer or officers of the Corporation.
- (b) If the Tenderer is not a Corporation or a Partnership, the Tenderer must sign in the presence of a witness who must also sign.
- (c) If the Tenderer is a Partnership, each member of the Partnership must sign in the presence of a witness who must also sign.

SCHEDULE OF TENDER PRICES
Tender No.: RT-WRCC-10-001
Ref.: 99-99
Canal Terrace Pavilion

SPEC NO.	DESCRIPTION	EST. QTY. /UNIT	AMOUNT
GENERAL ITEMS			
	Bonding	LS	\$ _____
SPS-1.0	Layout	LS	\$ _____
SPS-2.0	Shop Drawings	LS	\$ _____
TOTAL			\$ _____
Carry Total forward to Tender Summary (page FT-5)			

CONTRACT ITEMS

SPEC NO.	DESCRIPTION	EST. QTY./UNIT	AMOUNT
SPS-3.0	Clearing and Grubbing	LS	\$ _____
SPS-1.0	Removals	LS	\$ _____
SPS-1.0	Excavation and Earthworks	LS	\$ _____
SPS-3.0	Pavilion Building (As per architectural / structural drawings AA, A1, A2, A3)	LS	\$ _____
TOTAL			\$ _____
Carry Total forward to Tender Summary (pg FT-5)			

Tender No.: RT-WRCC-10-001
Ref.: 99-99
Canal Terrace Pavilion

TENDER SUMMARY

GENERAL ITEMS	\$
CONSTRUCTION ITEMS	\$
CONTINGENCY ALLOWANCE	\$5,000.00
TOTAL TENDER (not including applicable taxes)	\$

STATEMENT "A"
Tender No.: RT-WRCC-10-001
Ref.: 99-99
Canal Terrace Pavilion

LIST OF SUB-CONTRACTORS

The bidders shall list hereunder the names of all sub-contractors intended to be used in the execution of this work subject to the approval of the Contract Administrator.

All work not performed directly by the Contractor's forces shall be included in this list. Unless this list is properly completed, the Tender may be disqualified. All changes to this list must be approved by the Contract Administrator.

SUB-TRADE	NAME OF SUB-CONTRACTOR	ADDRESS OF SUB-CONTRACTOR

STATEMENT "B"
Tender No.: RT-WRCC-10-001
Ref.: 99-99
Canal Terrace Pavilion

TENDERER'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED	DESCRIPTION OF WORK	FOR WHOM WORK PERFORMED	VALUE

STATEMENT "C"
Tender No.: RT-WRCC-10-001
Ref.: 99-99
Canal Terrace Pavilion

(a) Harmonized Sales Tax:

The Contractor shall **NOT** include any amount in his tender price for the Harmonized Sales Tax (H.S.T.). Any amount to be levied with respect to the H.S.T. will be included as a separate item on the payment certificate. The appropriate H.S.T. levy will be paid to the Contractor in addition to the amount approved by the Contract Administrator for work performed under the contract and will, therefore, not affect the amount of the contract. The contractor will be required to make the appropriate remittance to Revenue Canada in accordance with the legislation.

- i) Total Tender Price\$ _____
- ii) Estimated Cost of Harmonized Sales Tax.....\$ _____
- iii) Total Contract Amount [(i) + (ii)]\$ _____
- iv) H.S.T. Registration Number: _____

Company Name

Contractor's Signature(s)

Address

Contractor's Seal

Witnesses: _____

STATEMENT "D"
Tender No.: RT-WRCC-10-001
Ref.: 99-99
Canal Terrace Pavilion

TENDERER'S REFERENCES

PROJECT NAME	CONTACT PERSON	TELEPHONE #	VALUE

Tender No.: RT-WRCC-10-001
Ref.: 99-99
Canal Terrace Pavilion

AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as Surety for:

.....
.....

in a bond totaling One Hundred Per Cent (100%) of the contract amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance and maintenance of the works shown as described herein if the Tender for Canal Terrace Pavilion is accepted by the Owner. We also agree to a bond as surety for the payment of the cost of all labour and materials for an amount equal to 100% of the contract sum used by the Contractor in due performance of his work.

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for a Performance Bond and Labour and Materials Payment Bond, must be completed with the undersigned within fourteen (14) days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

Dated this ____ day of _____, 2010

Name of Bonding Company

Signature of Authorized Person Signing for Company

(Company Seal)

Position

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the _____ day of

in the year

by and between

WELLAND RECREATIONAL CANAL CORPORATION

Hereinafter called the "Owner"

and

Hereinafter called the "**Contractor**"

Witnesses: that the parties agree as follows

ARTICLE A-1 THE WORK

- a) The Contractor shall perform the Work required by the Contract Documents for: Canal Terrace Pavilion, which have been signed by the parties, and which were prepared by Forestgreen Creations Inc.. acting as hereinafter called the Landscape Architect.
- b) do and fulfill everything indicated by this Agreement, and
- c) commence the Work by the _____ day of _____, 2010_ and attain completion of the Work, as certified by the Contract Administrator.

Tender No.: RT-WRCC-10-001
Ref.: 99-99
Canal Terrace Pavilion

ARTICLE A-2 CONTRACT DOCUMENTS

The following is a list of the Contract Documents referred to in Article A-1 of this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties.

Contract Documents as listed in Table of Contents

Contract Drawings as listed in Schedule of Drawings

Tender No.: RT-WRCC-10-001
Ref.: 99-99
Canal Terrace Pavilion

ARTICLE A-3 CONTRACT PRICE

- (a) The Contract Price shall be the final sum of all the products that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, and the appropriate Tender Unit Prices, together with any adjustments that are made in accordance with the provisions of the Contract Documents.
- (b) The Schedule of Tender Prices, as per page **FT 4**, is included as part of this Contract.
- (c) Based on the Schedule of Tender Prices the tender value is

\$ _____

_____ **in Canadian Funds**
Excluding applicable taxes

- (d) The final contract price is subject to change in accordance to SIB, section 11 and any change order which may arise during the execution of the Contract.

Tender No.:RT-WRCC-10-001
Ref.: 99-99
Canal Terrace Pavilion

ARTICLE A-4 PAYMENT

- (a) The Owner shall pay the Contractor in Canadian funds for the performance of the Contract, the amounts being determined by actual measured quantities of the individual work items contained in the Schedule of Tender Unit Prices in Article A-3 (c) of this Agreement, and measured in accordance with the methods of measurement given in the specifications.
- (b) Subject to applicable legislation and the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback ten percent (10%), the Owner shall:
 - (1) make monthly payments to the Contractor on account of the work performed as certified by the Contract Administrator, and
 - (2) upon completion of the Work as certified by the Contract Administrator pay to the Contractor the unpaid balance of holdback monies then due, and
- (c) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest of (Prime Rate) percent (%) per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.
- (d) "Prime Rate" is referred to the Bank of Canada Rate at the time of payment initially becomes due.

ARTICLE A-5 RIGHTS AND REMEDIES

- (a) The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- (b) No action or failure to act by the Owner, Contract Administrator or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

Tender No.: RT-WRCC-10-001
Ref.: 99-99
Canal Terrace Pavilion

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

Communications in writing between the parties or between them and the Contract Administrator shall be considered to have received by the addressee on the date of delivery if delivered by hand to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended or if sent by fax, to have been delivered within five (5) working days of the date of mailing, or dispatch when addressed as follows:

The Owner at 60 East Main Street _____

Street and Number and Postal Box Number, if applicable

Welland, ON, L3B 3X4

Post Office or District, Province, Postal Code

The Contractor at _____

Street Number and Postal Box Number, if applicable

Post Office or District, Province, Postal Code

The Contract Administrator at 1423 Pelham Street _____

Street Number and Postal Box Number, if applicable

Fonthill, ON, L0S 1E0

Post Office or District, Province, Postal Code

ARTICLE A-7 LAW OF THE CONTRACT

The law of the Place of the Work shall govern the interpretation of the Contract.

ARTICLE A-8 LANGUAGE OF THE CONTRACT

This Agreement is drawn in English at the request of all parties hereto.

Tender No.: RT-WRCC-10-001
Ref.: 99-99
Canal Terrace Pavilion

ARTICLE A-9 SUCCESSION

The General Conditions of the Lump Sum Price Contract hereto annexed, and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officer's thereunto duly authorized.

Signed, Sealed and Delivered

In the presence of

Approved

WRCC
Executive Director

Company Name
"I have the authority to bind The Corporation"

Signature

WELLAND RECREATION CANAL CORPORATION

per _____
WRCC Executive member

per _____
WRCC Executive member

Tender No.: RT-WRCC-10-001
Ref.: 99-99
Canal Terrace Pavilion

Schedule of Contract Drawings

<u>Drawing Name</u>	<u>Sheet Number</u>
LOCATIONNN PLAN & 3D VIEWS	AA
PLANS	A1
ELEVATIONS	A2
SECTIONS	A3
DEMOLITION PLAN	A4

SUPPLEMENTARY CONDITIONS OF THE CONTRACT

(Refer to Niagara Peninsula Standard Contract Documents)

**SUPPLEMENTARY GENERAL
CONDITIONS**

SUPPLEMENTARY GENERAL CONDITIONS

General Conditions for this contract shall be as per the OPS General Conditions (GC), subject to the following:

1. GC 6.03, Contractor's Insurance, shall be amended to include Special Provisions - General Item 1, Execution of Contract
2. GC 7.02, Layout shall be amended to include the relevant clause under Special Provisions – Contract Item A4.
3. GC 7.13, Obstructions, shall be amended to include Special Provisions – General – Item 21.
4. GC7.16, Warranty, shall also include the following subsection:
 - 04) The Contractor shall correct any defects or deficiencies in the work within twelve (12) hours (or any time stipulated) of having received written notice from the Contract Administrator to do so. Should the Contractor fail to correct the defects or deficiencies within the time stipulated, or if the defect or deficiency, in the opinion of the Contract Administrator, becomes emergency in nature, the Owner will undertake the necessary corrections and the Owner's costs in this respect shall become the responsibility of the Contractor.
5. GC 8.02.04.09 Submission of Invoices, statement below to be extended from current sub-section .01.

... All labour rates submitted are to be validated by the firm's accountant, licensed to practice in the Province of Ontario, and bearing any of the designations such as CGA, CMA or CA.

CONTRACT DRAWINGS

(Appended)

LOCATION PLAN & 3D VIEWS
PLANS
ELEVATIONS
SECTIONS
DEMOLITION PLAN

AA
A1
A2
A3
A4