



# **TENDER DOCUMENTS**

**TENDER NO.: RT-WRCC-10-002**

**REFERENCE NO.: 99-99**

**CANAL TERRACE LANDSCAPING**

**Date: Aug 10, 2010**

**Closing Date: 02:15 p.m. August 20, 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](http://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

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**SPECIAL INSTRUCTIONS TO BIDDERS**

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**Tender No.: RT-WRCC-10-002**  
**Ref.: 99-99**  
**Canal Terrace**

**SPECIAL INSTRUCTIONS TO BIDDERS**

**1. Named Parties**

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

Owner: Welland Recreational Canal Corporation (WRCC)

Landscape Architect: Forestgreen Creations Inc.

Contract Administrator: Forestgreen Creations Inc.

Supervisor/Inspector: Forestgreen Creations Inc.

Contact for Enquiries:

Stephen Fischer,  
Executive Director  
60 East Main Street  
Welland, ON, L3B 3X4  
Telephone (905) 735-1700 ext. 2311  
Fax No (905) 734-9952  
[wrcc@welland.ca](mailto: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](mailto: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. Tenderers 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 20, 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.

(c) Tenders will be opened at 2.30 pm August 20<sup>th</sup>, 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: \$160,000.00

### **4. Tender Award**

The award of this tender is subject to approval from:

Welland Recreational Canal Corporation

Tentatively, construction and/or site layout may commence as early as Aug 26<sup>th</sup>, 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 after each Phase of the Work, namely:

Phase 1 ~ October 1, 2010

Phase 2 ~ October 29, 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 by-law and/or contract. Further information may be obtained by contacting the City of Welland.

10. **Scheduling of Work**

The Contractor must allow for the scheduling of his/her work around these requirements and make all due allowances in his/her unit prices for its accommodation. Work will be expected adjacent to Canal Terrace Pavilion Construction (Tender WRCC-10-01) and in conjunction with the pavilion contractor. The Contractor is required to provide a detailed construction schedule for review by the Owner prior to starting work.

13. **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 and Welland Recreational Canal Corporation with certified copies. The Liability Insurance Policy and/or endorsement shall be satisfactory to the City of Welland and WRCC. In particular:

- (a) Each policy shall name the WRCC and 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, WRCC and contractor;
- (b) The bidder shall obtain from the insurers undertakings to notify the WRCC in writing at least thirty (30) days prior to any cancellation, material change thereof or non-payment of premium;
- (d) 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 and/or the WRCC.

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 and/or WRCC 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 WRCC 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 WRCC 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 WRCC. 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 WRCC, at its option, shall be entitled to terminate this Contract forthwith or the City of Welland and/or the WRCC shall have the right to take over and maintain such insurance and the bidder shall forthwith pay to the City of Welland and/or the WRCC any premium paid by the City of Welland and/or the WRCC 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 S.P. Contract Items are referred to in the specifications and apply to the works

L1, L2, L3, L4

**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 with 48 hours notice of intention to undertake layout and have such work approved. The contractor shall provide stakes as required for this work. Payment for layout shall be lump sum.

### **SPS-2.0 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. Shape, form and grade 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 on the cubic metre (m<sup>3</sup>) indicated in the Schedule of Quantities.

### **SPS-3.0 Large Tree Relocation**

Trees noted on drawings shall be relocated using a 90" tree spade, set at elevation noted per tree.

### **SPS 4.0 Drains / Diffusers**

Supply and install 15 drain / diffusers within sumps. Refer to drawings for details

### **SPS-5.0 Granular A**

Granular A compacted depth shall be min. 200mm for Asphalt, and min. 150mm for concrete. Payment shall be per tonne installed complete and shall be based on approved weigh bills submitted to the site supervisor.

### **SPS-6.0 Asphalt**

Asphalt shall be HL3A and placed to a compacted depth of 75mm. Sawcut the existing asphalt pathway cleanly to ensure smooth transition to new asphalt paving. Payment for asphalt shall be per tonne installed complete and based on approved weigh bills submitted to the site supervisor.

### **SPS-7.0 Concrete**

Concrete shall be 25Mpa and 100mm thick. Payment shall include excavation, forming, concrete work, finishing and shall be per square metre installed complete.

### **SPS-8.0 Asphalt Pavement Texturing System**

Asphalt Pavement Texturing system shall be Streetprint® by IPC Integrated paving Concepts. Installation shall be by a "Accredited StreetPrint® Applicator" who has a Certificate of Accreditation as offered by Integrated Paving Concepts, Inc. The imprinted asphalt pavement surface shall be colour coated using the StreetBond coating system.

### **SPS-9.0                      Waterproofing Membrane**

Waterproofing membrane for the pond water feature shall be Liquid Rubber Zavlur, modified elastomeric asphalt emulsion, roller or spray applied as per manufacturer's recommendations. Place 1" smooth flat beach pebble over entire bottom of water feature pond.

### **SPS-10.0                      Pump & Water Supply / Drain Lines**

Supply and install pump and water supply/drain lines.

Pump by Franklin Electric, model no. #HC 10x10-14, 10" flanged in and out, with 11" impeller trim. Approx. 3000gpm. Close coupled 25 hp. 1200 rpm 3 phase motor.

Buried water supply / drain pipe to be PVC pressure pipe, sizes as marked on drawings. All fittings to be PVC. Exposed water supply / drain pipe (at pump location) to be cast iron type.

Provide water supply and drainage piping, electrical, to c/w all necessary fittings, valves, diffusers, reducers, conduits, connectors, etc. for a complete and operable system.

Provide a galvanized metal protective enclosure around pump. Refer to drawings for details.

### **SPS-11.0                      Big 'O' subsurface drainage pipe**

Supply and install 4" dia. Big 'O' subsurface drainage pipe. Perforated type, with filter sock.

### **SPS-12.0                      Planting**

All plant material shall comply with Canadian Standards for Nursery Stock 7<sup>th</sup> edition and shall be No.1 grade, nursery grown. All plant material shall be adequately protected during transport to the site.

Stake out the location of all planting beds for approval prior to installation. Planting medium shall be equal parts topsoil and well rotted cattle manure compost by Compost King, Mt. Elgin, Ontario, NOJ 1N0 (519) 871-9157, or approved equal, and shall be well mixed. Topsoil shall conform to OPSS 570. Mulch shall be weed and disease free shredded bark mulch. Samples of topsoil and mulch shall be provided and approved prior to installation.

Planting locations may be changed by the Inspector. Substitutions shall be approved by the Owner/representative. Planting shall be subject to a 45 day establishment period following the completion of planting operations. At the expiration of this period, replace all plant material which in the opinion of the Inspector is not in a healthy growing condition. Any material replaced at this time remains subject to the project warranty. Warranty all plant material for a period of 1 year following Substantial Performance. At the expiration of the warranty, replace all plant material that in the opinion of the Owner/representative does not exhibit a healthy growing condition. At the expiration of the warranty, weed and edge all pits/beds and re-mulch. All plant material replaced under warranty will be subject to a 90-day establishment period. At the end of this period, replace all plant material that in the opinion of the Owner/representative does not exhibit a healthy growing condition. Provide all maintenance requirements as described during this period. During the warranty period, undertake all maintenance procedures as directed by Owner/representative to ensure healthy growing plants. This shall include but is not limited to watering, weeding and fertilizing.

**SPS-13.0 Sodding**

Sod shall be Pure Fine Fescue turfgrass from Greenhorizons Group of Farms Ltd. Consisting of high content Chewing Fescue, Hard Fescue and Creeping Red Fescue.

**SPS-14.0 Lighting**

**SPS-14.1** Supply and install all conduit runs, wiring and electrical details as per drawing

**SPS-14.2** Supply and install 7 concrete bollard type light fixtures. Bollards shall be 'Silhouette' by King Luminaire. Model no. KLC-S-LAC-V-100-MED-MH-E11-BK-DB. Obtain power supply from existing streetlights on King Street.

**SPS-15.0 Furnishings**

Fabricate and install 5 stone and steel tables and 10 stone and steel chairs, as per details on drawing L3. Locate as per plans: limestone base material to be provided by Owner.

## **FORM OF TENDER**

**Tender No.: RT-WRCC-10-002**  
**Ref.: 99-99**  
**Canal Terrace**

**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-10-002**  
**Ref.: 99-99**  
**Canal Terrace**

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.

We agreed to commence work as specified to proceed continuously to the completion and to complete all the work by September 29, 2010.

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.

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

OFFERED ON BEHALF  
OF THE CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

ADDENDA

**COMMENCEMENT  
AND  
COMPLETION**

**TENDER IS  
OPEN TO  
ACCEPTANCE &  
IRREVOCABLE**

Insert Workers'  
Compensation Board  
Account No

\_\_\_\_\_

Contractor's Seal

\_\_\_\_\_

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 UNIT PRICES**  
**Tender No.: RT-WRCC-10-002**  
**Ref.: 99-99**  
**Canal Terrace**

<b>SPEC NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY. /UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>GENERAL ITEMS</b>				
	Bonding	LS	\$_____	\$_____
SP-1.0	Construction Layout	LS	\$_____	\$_____
<b>TOTAL</b>				\$_____
Carry Total forward to Tender Summary (page FT-5)				

**CONTRACT ITEMS**

<b>Phase</b>	<b>SPEC NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY./UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	SPS-2.0	Excavation and Earthworks	LS	\$_____	\$_____
1	SPS-3.0	Large Tree Relocation	LS	\$_____	\$_____
1	SPS-4.0	Drains / Diffusers	15 ea	\$_____	\$_____
1	SPS-5.0	Granular A	200 tonnes	\$_____	\$_____
1	SPS-6.0	Asphalt	56 tonnes	\$_____	\$_____
1	SPS-7.0	Concrete	33.1 m3	\$_____	\$_____
2	SPS-8.0	Asphalt Texturing System	480 m2	\$_____	\$_____
1	SPS-9.0	Waterproofing membrane	280 m2	\$_____	\$_____
1	SPS-10.0	Pumps and water supply/Drain lines		\$_____	\$_____
1	SPS-11.0	Big 'O' subsurface drain pipe	230 m	\$_____	\$_____
2	SPS-12.0	Planting			
	SPS-12.1	Blue Fescue	290 ea	\$_____	\$_____
	SPS-12.2	Black Eyed Susan	90 ea	\$_____	\$_____
	SPS-12.3	Fountain Grass	60 ea	\$_____	\$_____
	SPS-12.4	Reed Grass	95 ea	\$_____	\$_____
	SPS-12.5	Prairie Dropseed	30 ea	\$_____	\$_____
	SPS-12.6	Purple rain Sage	80 ea	\$_____	\$_____
	SPS-12.7	Russian Sage	115 ea	\$_____	\$_____

1	SPS-13.0	Sodding	420 m2	\$_____	\$_____
	SPS-14.0	Lighting			
1	SPS-14.1	Electrical	LS	\$_____	\$_____
2	SPS-14.2	Lights	7 ea.	\$_____	\$_____
2	SPS-15.0	Furnishings	LS	\$_____	\$_____
<b>TOTAL</b>					<b>\$_____</b>
Carry Total forward to Tender Summary (pg FT-5)					

Tender No.: RT-WRCC-10-002  
Ref.: 99-99  
Canal Terrace

**TENDER SUMMARY**

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

**STATEMENT "A"**  
**Tender No.: RT-WRCC-10-002**  
**Ref.: 99-99**  
**Canal Terrace**

**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.

<b>SUB-TRADE</b>	<b>NAME OF SUB-CONTRACTOR</b>	<b>ADDRESS OF SUB-CONTRACTOR</b>

**STATEMENT "B"**  
**Tender No.: RT-WRCC-10-002**  
**Ref.: 99-99**  
**Canal Terrace**

**TENDERER'S EXPERIENCE IN SIMILAR WORK**

<b>YEAR COMPLETED</b>	<b>DESCRIPTION OF WORK</b>	<b>FOR WHOM WORK PERFORMED</b>	<b>VALUE</b>

**STATEMENT "C"**  
**Tender No.: RT-WRCC-10-002**  
**Ref.: 99-99**  
**Canal Terrace**

**(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-10-002**  
**Ref.: 99-99**  
**Canal Terrace**

**TENDERER'S REFERENCES**

PROJECT NAME	CONTACT PERSON	TELEPHONE #	VALUE

Tender No.: RT-WRCC-10-002  
Ref.: 99-99  
Canal Terrace

**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 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, 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 full scope of work by the 1<sup>st</sup> day of September, 2010 and attain completion of the Work, as certified by the Contract Administrator.

**Tender No.: RT-WRCC-10-002**

**Ref.: 99-99**

**Canal Terrace**

**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-10-002**  
**Ref.: 99-99**  
**Canal Terrace**

**ARTICLE A-3 CONTRACT PRICE**

- (a) The quantities shown in the Schedule of Tender Unit Prices are estimated. The Contract Price shall be the final sum of the products of the actual quantities 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 Estimated Tender Value shall be the sum of the products of the estimated quantities and the appropriate Tender Unit Prices in the schedule.
- (c) The Schedule of Tender Unit Prices, as per pages **FT 4** included as part of this Contract.
- (d) Based on the Schedule of Unit Prices and the preferred alternative, refer to in Article A-3 (c) the tender value is

\$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **in Canadian Funds**  
***Excluding applicable taxes***

- (e) The final contract price is subject to change in accordance to Article A-3(a) and any change order which may arise during the execution of the Contract.

**Tender No.: RT-WRCC-10-002**  
**Ref.: 99-99**  
**Canal Terrace**

#### **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-10-002**  
**Ref.: 99-99**  
**Canal Terrace**

**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-10-002**  
**Ref.: 99-99**  
**Canal Terrace**

**ARTICLE A-9 SUCCESSION**

The General Conditions of the Unit 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-10-002**  
**Ref.: 99-99**  
**Canal Terrace**

**Schedule of Contract Drawings**

<b><u>Drawing Name</u></b>	<b><u>Sheet Number</u></b>
Title Sheet	L1
General Arrangement and Piping Plans	L2
Hardscape and Grading, and landscape Plans	L3
Sections and Details	L4

**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)**

Title Sheet	L1
General Arrangement, and Piping Plans	L2
Hardscape and Grading, and landscape Plans	L3
Sections and Details	L4