

**Contract No.:**

**Title:**

**Location:**

**FORM OF TENDER**

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

**DOCUMENTS  
INCLUDED  
IN CONTRACT**

Special Provisions  
Special Instructions to Bidders  
Instructions to Bidders  
General Conditions  
Supplementary General Conditions  
Standard Specifications (as noted)  
Plans (as noted)  
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. HST*

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

**ADDENDA**

We agreed to commence work as specified to proceed continuously to the completion and to complete all the work within \_\_\_\_\_ working days.

**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**

\* to be filled in by Tenderer.

**OFFERED ON BEHALF OF THE CONTRACTOR**

Insert Workplace Safety & Insurance Board Account No. \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**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.

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**SCHEDULE OF TENDER UNIT PRICES**

<b>Item</b>	<b>Spec. No.</b>	<b>Description</b>	<b>Est. Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>SAMPLE</b>						

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**TENDER SUMMARY**

SECTION "A"	\$0.00
SECTION "B"	\$0.00
SECTION "C"	\$0.00
SECTION "D"	\$0.00
SECTION "E"	\$0.00
<b>TOTAL TENDER</b>	<b>\$0.00</b>

**Contract No.:**

**STATEMENT "A"**

**Title:**

**Location:**

**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>

**Contract No.:**

**STATEMENT "B"**

**Title:**

**Location:**

**TENDERER'S EXPERIENCE IN SIMILAR WORK**

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

**Contract No.:**

**STATEMENT "C"**

**Title:**

**Location:**

**(a) Federal Goods and Services Tax:**

The Contractor shall **NOT** include any amount in his tender price for the Harmonized Sales Tax (HST). Any amount to be levied with respect to the HST will be included as a separate item on the payment certificate. The appropriate HST 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) HST Registration Number: \_\_\_\_\_

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

\_\_\_\_\_  
**Contractor's Signature(s)**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Contractor's Seal**

Witnesses: \_\_\_\_\_  
\_\_\_\_\_

**Contract No.:**

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**AGREEMENT TO BOND**

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

.....  
.....

in a bond totalling 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 .....

.....

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      , 20\_\_

\_\_\_\_\_  
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 two thousand and \_\_\_\_\_

**by and between**

\_\_\_\_\_  
\_\_\_\_\_

**hereinafter called the “Owner”**

**and**

\_\_\_\_\_  
\_\_\_\_\_

**hereinafter called the “Contractor”**

**witnesses:** that the parties agree as follows

**ARTICLE A-1 THE WORK**

The Contractor shall:

- (a) perform the Work required by the Contract Documents for \_\_\_\_\_  
\_\_\_\_\_ which have been signed by the parties, and which were prepared by \_\_\_\_\_ acting as hereinafter called the Engineer
- (b) do and fulfil everything indicated by this Agreement, and
- (c) commence the Work by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
and attain completion of the Work, as certified by the Contract Administrator, \_\_\_\_\_

## **ARTICLE A-2 CONTRACT DOCUMENTS**

The following is an exact 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. (List Contract Documents Below).

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**ARTICLE A-3 CONTRACT PRICE**

- (a) The quantities shown in the Schedule of Contract Unit Prices are estimated. The Tender 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 Price shall be the sum of the products of the estimated quantities and the appropriate Tender Unit Prices in the Schedule.
- (c) Schedule of Tender Unit Prices, as per pages FT -      and FT -      , included as part of this contract.
- (d) Based on the Schedule of Unit Prices, referred to in Article A-3 (c), the tender price is  
\$ \_\_\_\_\_  
\_\_\_\_\_ in Canadian Funds  
*Excluding HST*

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## **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 \_\_\_\_\_ percent ( \_\_\_\_\_ %), 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 \_\_\_\_\_ 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.

## **ARTICLE A-5 RIGHTS AND REMEDIES**

- (a) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder 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 thereunder, except as may be specifically agreed in writing.

**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 been 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 \_\_\_\_\_  
street and number and postal box number if applicable

\_\_\_\_\_   
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 \_\_\_\_\_  
street number and postal box number if applicable

\_\_\_\_\_   
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.

**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 officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED  
in the presence of:

**OWNER**

\_\_\_\_\_  
name

\_\_\_\_\_  
signature

\_\_\_\_\_  
name and title

\_\_\_\_\_  
signature

\_\_\_\_\_  
name and title

\_\_\_\_\_  
witness

\_\_\_\_\_  
name and title

**CONTRACTOR**

\_\_\_\_\_  
name

\_\_\_\_\_  
signature

\_\_\_\_\_  
name and title

\_\_\_\_\_  
signature

\_\_\_\_\_  
name and title

\_\_\_\_\_  
witness

\_\_\_\_\_  
name and title

**Contract No.:**

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**Schedule of Drawings**

1. Contract Drawings

2. O.P.S.D. (Not Included in Contract Documents)

3. Municipal Standard Drawings (If Applicable)

**GEOTECHNICAL REPORT**

**Contract No.:**

**Title:**

**Location:**

SAMPLE