

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.

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

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.

* to be filled in by Tenderer.

OFFERED ON BEHALF
OF THE CONTRACTOR

Signature

Signature

Company Name

Address

Witness

ADDENDA

COMMENCEMENT

AND

COMPLETION

TENDER IS

OPEN TO

ACCEPTANCE &

IRREVOCABLE

Insert Workplace Safety
& Insurance Board
Account No.

Contractor's Seal

Date

Witness

SAMPLE

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.

SAMPLE

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SCHEDULE OF TENDER UNIT PRICES

Item	Spec No.	Description	Estimated Quantity	Unit	Unit Price	Amount

SAMPLE

Contract No.:

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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
TOTAL TENDER	\$0.00

SAMPLE

STATEMENT "A"

Contract No.:

Title:

Location:

TENDERER'S EXPERIENCE IN SIMILAR WORK

UNLESS THIS LIST IS PROPERLY COMPLETED, THE TENDER MAY BE DISQUALIFIED

YEAR COMPLETED	DESCRIPTION OF WORK	FOR WHOM WORK PERFORMED	VALUE

SAMPLE

STATEMENT "B"

Contract No.:

Title:

Location:

(a) Harmonized Sales 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: _____

STATEMENT “C”

Contract No.:

Title:

Location:

ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES

CONFIRMATION FORM

If the nature of your business with the Regional Municipality of Niagara (the “Region”) creates the opportunity that any of your staff, contractors or any others associated with you would interact with the public on behalf of the Owner, it is necessary that the Owner ensure those providing service on our behalf have received the Customer Service Training in order that we retain our compliance with the requirements of the *Accessibility for Ontarians with Disabilities Act 2005*.

Please sign below to ensure you are the person able to bind your company. Companies whose employee’s role may require them to interact with the public on behalf of the Owner, shall receive the CUSTOMER SERVICE STANDARD TRAINING of the ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT 2005.

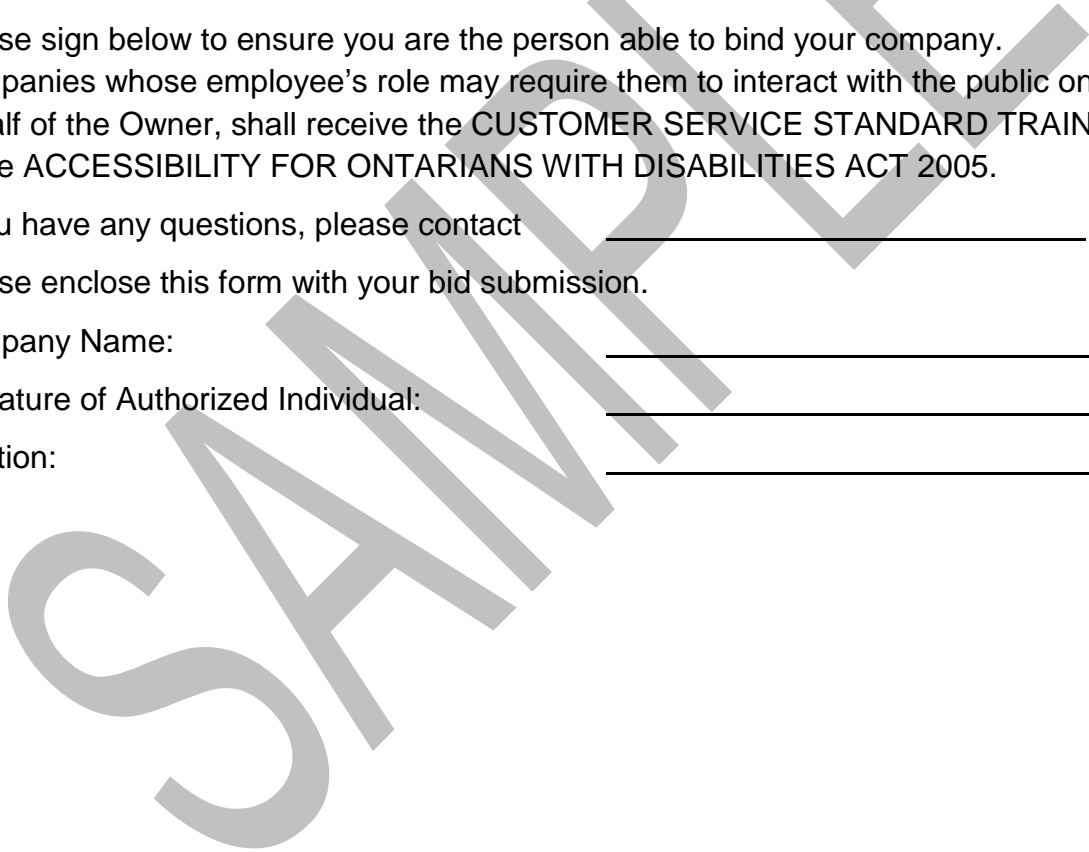
If you have any questions, please contact _____

Please enclose this form with your bid submission.

Company Name: _____

Signature of Authorized Individual: _____

Position: _____



STATEMENT “D”

Contract No.:

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.

All changes to this list must be approved by the Contract Administrator.

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

SAMPLE

Contract No.:

Title:

Location:

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).

SAMPLE

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

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

witness

signature

name and title

name and title

CONTRACTOR

name

signature

name and title

signature

witness

name and title

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: