DATE: November 2, 2018

TENDER
FOR
REACH 7 BANK EROSION REPAIRS
(2018/19)
WELLAND CANAL, SEAWAY, NIAGARA REGION

I,_____

_____

_____

_____

_____

the undersigned, hereby offer to the Owner to furnish all the necessary materials, labour, tools, machinery and plant, and to execute and complete in a satisfactory and workmanlike manner all the work required in connection with the

REPAIRS TO REACH 7 BANKS AT THE WELLAND CANAL IN THE CITIES OF THOROLD, WELLAND AND PORT COLBORNE, ONTARIO

according to Specifications and Drawings attached, and hold myself ready to enter into a contract, in the form attached, for the due execution of the said work at the rates and prices I have affixed to the items in the following table:

PRICE TABLE OPTION A

CONTRACT: N4/045-39/021

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
ITEM	**DESCRIPTION**	**UNIT OF MEASUREMENT**	**UNIT PRICE****	**ESTIMATED TOTAL QUANTITY**	**ESTIMATED TOTAL PRICE ***
1	Extension of the 2018 Navigation Season (Optional)	Lump Sum		100%	
2	Mobilization and Demobilization	Lump Sum		100%	
3	Contract Schedule	Lump Sum		100%	$7,500.00
4	Clearing and Grubbing	m2		7000	
5	Excavation	m3		9000	
6	Silt Curtain	Lump Sum		100%	
7	Geotextile Filter Fabric	m2		16744	
8	Rip Rap Material	Metric Tonne		11557	
9	Granular A	Metric Tonne		200	
10	Topsoil	m3		609.7	
11	Seeding	m2		6097	
12	Reinstatement of Paving Trail	m2		600	
13	Field Office	Lump Sum		100%	
	A - Subtotal :				
	B - H.S.T. (13% of A) :				
	TOTAL AMOUNT OF TENDER (A + B)				

***** Provide dollar figures in Column 6 by multiplying the unit price by the estimated quantity shown.

****** In case of error in the extension of prices, the Unit Price will govern.

☞ **Tender Form to be completed in Canadian Funds.**

BIDDERS SHALL LIST ON THIS PAGE THE ADDENDA, IF THERE ARE ANY ISSUED BY THE OWNER, WHICH THEY HAVE USED TO MODIFY THE TENDER DOCUMENTS.

THE OWNER DOES NOT BIND ITSELF TO ACCEPT THE LOWEST OR ANY TENDER.

ADDENDUM N^{O} **DATE**

PRICE TABLE OPTION B

CONTRACT: N4/045-39/021

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
ITEM	**DESCRIPTION**	**UNIT OF MEASUREMENT**	**UNIT PRICE****	**ESTIMATED TOTAL QUANTITY**	**ESTIMATED TOTAL PRICE ***
1	Extension of the 2018 Navigation Season (Optional)	Lump Sum		100%	
2	Mobilization and Demobilization	Lump Sum		100%	
3	Contract Schedule	Lump Sum		100%	$7,500.00
4	Clearing and Grubbing	m2		14000	
5	Excavation	m3		18000	
6	Silt Curtain	Lump Sum		100%	
7	Geotextile Filter Fabric	m2		44160	
8	Rip Rap Material	Metric Tonne		30480	
9	Granular A	Metric Tonne		300	
10	Topsoil	m3		1608	
11	Seeding	m2		16080	
12	Reinstatement of Paving Trail	m2		600	
13	Field Office	Lump Sum		100%	
	A - Subtotal :				
	B - H.S.T. (13% of A) :				
	TOTAL AMOUNT OF TENDER (A + B)				

***** Provide dollar figures in Column 6 by multiplying the unit price by the estimated quantity shown.

****** In case of error in the extension of prices, the Unit Price will govern.

☞ **Tender Form to be completed in Canadian Funds.**

BIDDERS SHALL LIST ON THIS PAGE THE ADDENDA, IF THERE ARE ANY ISSUED BY THE OWNER, WHICH THEY HAVE USED TO MODIFY THE TENDER DOCUMENTS.

THE OWNER DOES NOT BIND ITSELF TO ACCEPT THE LOWEST OR ANY TENDER.

ADDENDUM N^{O} **DATE**

The rates and prices hereby tendered include and cover:

a) all taxes, custom duties, patent royalties;

b) all manufacturing, transportation and handling charges;

c) all other relevant charges of any nature whatsoever.

In the event of any change, after the date of the submission of the tender by the Contractor, in any tax imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or the Customs Tariff, the amount of the contract price shall

a) be increased where the cost to the Contractor of any of the materials incorporated or to be incorporated into the work has been increased by virtue of the change,

b) be decreased where the cost to the Contractor of any of the materials incorporated or to be incorporated into the work has been decreased by virtue of the change,

by an amount equal to the amount of the increase or decrease, as established by examination of the relevant records of the Contractor, that is directly attributable to the change in the tax levied on such materials.

For the purpose of determining the adjustment, where such tax is changed after the date of submission of the tender by the Contractor, but public notice of such change has been given by the Minister of Finance before that date, the change shall, for this purpose, be deemed to have occurred before the date of submission of the tender.

I hereby certify that I have visited and examined the site of the proposed work, or have caused it to be visited and examined by a competent person on my behalf, and have duly investigated the facilities and considered the difficulties attending the execution of the work, including the uncertainty of weather, possible changes in water levels and all other contingencies.

I understand that this tender, to be considered, must be received at such offices of the Owner as designated in the Notice to Contractors not later than 3:00 p.m.

on November 15, 2018

I understand and hereby recognise that the lowest or any tender will not necessarily be accepted by the Owner.

I undertake, if I am the successful tenderer and provided notification of the acceptance of the tender is given me within sixty (60) days* after the closing of tenders, **to fully complete the work and to deliver it complete in every particular to the Owner on or before**

May 31, 2019

*However, the Owner reserves the right to extend this period to ninety (90) days provided the tenderer is notified of the extension within the first ten (10) days after tender opening.

I undertake to notify the Engineer in writing of the names of all proposed subcontractors, and that no part of the work will be subcontracted by me without first obtaining the consent of the Engineer.

TENDER

I hereby:

a) enclose a certified cheque drawn on a member of the Canadian Payments Association or a local co-operative credit society that is a member of a central co-operative credit society having membership in the Canadian Payments Association, payable to the order of the Owner, in the amount of $_____ which is not less than ten per cent of the amount of this tender or $25,000. plus five per cent of the amount by which the estimated amount of the tender exceeds $250,000.

or

b) submit a Bid Bond by an acceptable bonding company approved by the Office of the Superintendent of Financial Institutions as it appears in Appendix L in the Treasury Board Policies of the Government of Canada in the amount of $_____which is not less than ten per cent of the amount of this tender.

I undertake, if I am the successful tenderer, to furnish within ten (10) working days after I receive notification of the acceptance of my tender:

a) a performance bond and a labour and material payment bond each in an amount that is equal to not less than 50% of the contract amount, or

b) a labour and material payment bond in an amount that is equal to not less than 50% of the contract amount, and a security deposit in an amount that is equal to

   i) not less than 10% of the contract amount where that amount does not exceed $250,000., or

   ii) $25,000. plus 5% of the part of the contract amount that exceeds $250,000., or

c) a security deposit in an amount prescribed by b) above plus an additional amount that is equal to 10% of the contract amount.

It is understood and agreed that the security deposit referred to in b) and c) above, shall be in the form of

d) a certified cheque or an irrevocable standby Letter of Credit payable to the Owner that is drawn on a bank to which the Bank Act applies; or

e) bonds of or unconditionally guaranteed as to principal and interest by the Government of Canada.

A bond referred to in e) above shall be

   i) payable to bearer;

   ii) accompanied by a duly executed instrument of transfer to the Owner in the form prescribed by the Domestic Bonds of Canada Regulations, or

   iii) registered as to principal or as to principal and interest in the name of the Owner pursuant to the Domestic Bonds of Canada Regulations.

Any performance bond or labour and material payment bond shall be in a form and be issued by an acceptable bonding company approved by the Office of the Superintendent of Financial Institutions as it appears in Appendix L in the Treasury Board Policies of the Government of Canada.

I understand and agree that in the event of failure or refusal on the part of the undersigned to execute a contract for the work within either thirty (30) days after the closing of tenders or within a reasonable time after the contract is submitted to me for signature, or if I fail to furnish security in accordance with my undertaking in the preceding paragraphs within the time therein provided, the deposit accompanying this tender shall be forfeited to the Owner as liquidated damages for such failure or refusal, and that all rights acquired on the part of the undersigned by the acceptance of this tender shall likewise be forfeited.

TENDER

TOTAL BIDS AND NOT UNIT PRICES WILL BE DISCLOSED TO THE OTHER COMPLIANT TENDERERS OF THIS CONTRACT AFTER AWARD NOTIFICATION.

In accordance with the General Conditions clause on Personal Information and Privacy, I hereby further acknowledge that I have obtained a copy of the applicable legislation, that I have read the legislation and that my corporation will comply with the legislation.

Dated at ……..

This …….. day of ……20…

Signed: ……..……..……..

Address of Bidder: .....

.....

.....

Tel.:……Fax: .....

CONTRACT N^{o}. N4/045-39/021