CITY OF PORT COLBORNE
CONTRACT NO. 2010-8
PARKS GRASS CUTTING
2010-2012

MAYOR: Vance Badawey
DIRECTOR: Ron Hanson, C.E.T.
CITY CLERK: Ashley Grigg

CLOSING DATE: Tuesday, March 2, 2010 at 2:00 p.m. Local Time
NOTICE

This contract utilizes the “Niagara Peninsula Standard Contract Document” which forms the specification documents excepting the “Standard Instruction to Bidders, Form of Tender, and Supplementary Special Provisions.” The “Standard Document” is available on the internet at the “Tenders” section of the Regional Municipality of Niagara website (www.niagararegion.ca).

Contracts issued through tender calls and quotations will reference the “Standard Document” and the responsibility for obtaining or having access to the Document will rest with the Tenderer. Once acquired, the “Standard Document” can be utilized on all projects which clearly indicate reference and use of the “Niagara Peninsula Standard Contract Document”. The “Standard Document” is intended to be used as a reference specification and need not be acquired with each tender or quotation call.
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# SPECIAL INSTRUCTIONS TO BIDDERS

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<th>Page</th>
</tr>
</thead>
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<td>11</td>
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<td>SIB 3</td>
</tr>
</tbody>
</table>
SPECIAL INSTRUCTIONS TO BIDDERS

1. **Named Parties**

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

Owner: **The City of Port Colborne**

Engineer: **The City of Port Colborne**

Contract Administrator: **The City of Port Colborne**

Inspector: **The City of Port Colborne**

Contact for Enquiries: **Paul Peyton, Public Works Superintendent**

Telephone No.: (905) 835-8888  
Fax No. (905) 835-6800

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: Ashley Grigg  
Title: City Clerk  
Address: 66 Charlotte Street, Port Colborne, Ontario, L3K 3C8

**By the following time:**

Time: **2:00 p.m. local time**
Date: **Tuesday, March 2, 2010.**

(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:

* Tender deposit in the form of a certified cheque, money order, or an irrevocable letter of credit and in the amount of $500.00

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 the same day that tenders close at 2:15 p.m., local time, Tuesday, March 2, 2010 in Committee Room #2, Second Floor, City Hall.

Firms submitting tenders will be permitted to attend the tender opening.

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

3. Estimated Tender Price

The estimated tender price of the project is as follows (excluding Applicable Tax).

Estimated Tender Price ................................................................................................................. $ N/A

4. Tender Award

The award of this tender is subject to the Owner obtaining approval from:

   The Council of the City of Port Colborne.

Tentatively, construction/service may commence, but is not guaranteed, by:

   May 2010.

5. Maintenance Holdback

The following maintenance holdback will apply to this contract:

   None.
6. **Liquidated Damages**

   N/A

7. **Additional Insured**

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

   **The Corporation of the City of Port Colborne.**

8. **Workplace Safety & Insurance Board Certificate of Clearance**

   A generic and/or specific Certificate of Clearance shall be provided to the Department Director or designate and the Certificate shall be valid for sixty (60) days from the date of the commencement of the project.

   All bidders shall furnish the Workplace Safety & Insurance Compensation Board account number in the Form of Tender where indicated. Prior to release of each and every progress draw if the payment falls out of the 60 day validity period, the successful bidder shall be required to provide a new Certificate of Clearance to the Corporation. The Certificate shall indicate that the bidder has complied with the requirements of the Workplace Safety & Insurance Compensation Board and is in good standing in the records of the Board.

9. **Acceptance or Rejection of Tenders**

   The Owner reserves the right to reject any bids as the interests of the Owner require, without stating the reasons therefore, and the lowest or any Tender will not necessarily be accepted.

10. **Construction Schedule**

    The Contractor shall submit to the Engineer his proposed construction schedule prior to the preconstruction meeting. The Contractor will not be permitted to commence work until the aforementioned schedule has been provided. The Contractor shall be required to update and resubmit the construction schedule Monthly or as requested by the Engineer.

11. **Duration of Contract**

    The works of the contract for the 2010, 2011, 2012, seasons shall be approximately carried out between May 1st and October 30th, depending on weather conditions.
INSTRUCTIONS TO BIDDERS

(Refer to Niagara Peninsula Standard Contract Documents)
FORM OF TENDER
FORM OF TENDER

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

Special Instructions to Bidders
Instructions to Bidders
Form of Tender
Special Provisions
General Conditions
Supplementary General Conditions
Standard Specifications (as noted)
Drawings (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 tender 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 Tender, 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.
ADDENDA

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

COMMENCEMENT AND COMPLETION

We agree to commence work as specified to proceed continuously to the completion and to complete all the work within N/A working days.

TENDER IS OPEN TO ACCEPTANCE & IRREVOCABLE

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

Insert Workplace Safety And Insurance Board Account No.

__________________________
Signature

__________________________
Signature

__________________________
Company Name

__________________________
Address  Contractor's Seal

__________________________
Witness  Witness

__________________________
Date
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.
<table>
<thead>
<tr>
<th>Facility</th>
<th>Map#</th>
<th>AREA IN ACRES A</th>
<th>AREA IN ACRES B</th>
<th>TOTAL ACREAGE</th>
<th>UNIT COST/CUT</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Arena Complex</td>
<td>2</td>
<td>7.4</td>
<td></td>
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<tr>
<td>Jacob E. Barrick Park</td>
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<td>City Hall</td>
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<td>Old CN Station</td>
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<td>Lakeview Park</td>
<td>12</td>
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<td>Library Park &amp; Library</td>
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<td>Lions Field, Fielden &amp; Killaly</td>
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<td>2.1</td>
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<td>Lock 8 Park</td>
<td>15</td>
<td>5.7</td>
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<td>Oakwood Park</td>
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<tr>
<td>Oxford Blvd. Park</td>
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<td>Reservoir Park</td>
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<td>Roselawn Centre</td>
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<tr>
<td>Location</td>
<td>Code</td>
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<td>Y</td>
<td>Z</td>
<td>Cost</td>
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<tr>
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<td>------</td>
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<td>Maple Park</td>
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<td>Rose Shymansky Memorial Park</td>
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<td>Windsor Terrace Cemetery</td>
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<td>0.109</td>
<td>$</td>
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</tr>
<tr>
<td>Vimy Park</td>
<td>23</td>
<td>3.0</td>
<td>3.0</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>St. John Bosco School Sign/Bed</td>
<td>20</td>
<td>0.154</td>
<td>0.154</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Traffic Islands, Hwy #58 &amp; #3 20B</td>
<td>20B</td>
<td>0.15</td>
<td>0.15</td>
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<tr>
<td><strong>Totals +/-</strong></td>
<td></td>
<td>70.707</td>
<td>2.77</td>
<td>73.477</td>
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</tr>
</tbody>
</table>

| TOTAL COST FOR “A” AREAS (EXCLUDING GST)      | $   |

<table>
<thead>
<tr>
<th>DESIGNATED “B” AREAS (WEST SIDE)</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lions Field- Fielden &amp; Killaly St. W 14</td>
<td></td>
</tr>
<tr>
<td>Oxford Blvd.Park 17</td>
<td></td>
</tr>
</tbody>
</table>
### SECTION 2- EAST SIDE

**YEARS 2010, 2011, 2012**

**DESIGNATED “A” AREAS (EAST SIDE)**

Note: Grass Cutting Areas to include all roadside ditches and boulevards between park and road.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Map#</th>
<th>AREA IN ACRES A</th>
<th>AREA IN ACRES B</th>
<th>TOTAL ACREAGE</th>
<th>UNIT COST / CUT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Centennial Park</td>
<td>27</td>
<td>22.2</td>
<td>6</td>
<td>28.2</td>
<td>$</td>
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<tr>
<td>Centennial Pool</td>
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<td>1.24</td>
<td></td>
<td>1.24</td>
<td>$</td>
</tr>
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<td>Chestnut Park</td>
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<td>Chippawa Road Park</td>
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<tr>
<td>Dewitt Carter Playground</td>
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<tr>
<td>T.A. Lannan Sports Complex</td>
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<td>34</td>
<td>6.424</td>
<td>40.424</td>
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<tr>
<td>Inco Park</td>
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<td>1.87</td>
<td>$</td>
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<td>Johnston Street Park</td>
<td>35</td>
<td>0.537</td>
<td></td>
<td>0.537</td>
<td>$</td>
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<tr>
<td>Lockview Park</td>
<td>36</td>
<td>9.998</td>
<td></td>
<td>9.998</td>
<td>$</td>
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<td>Lot 1, Concession 2</td>
<td>37</td>
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<tr>
<td>Seaway Park</td>
<td>39</td>
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<td>$</td>
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<tr>
<td>Shisler Cemetery</td>
<td>42</td>
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<td></td>
<td>0.506</td>
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<tr>
<td>Steele Cemetery</td>
<td>42</td>
<td>0.355</td>
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<td>$</td>
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<tr>
<td>United Bretheren (Sherk) Cemetery</td>
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<td>0.424</td>
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<td>$</td>
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<tr>
<td>Traffic Islands (2)</td>
<td>45</td>
<td>0.2</td>
<td></td>
<td>0.2</td>
<td>$</td>
</tr>
<tr>
<td>Hwy.#140 &amp; #3 (Main St. E)</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Victoria Park Playground</td>
<td>40</td>
<td>0.723</td>
<td></td>
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<td>$</td>
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<td>Killal St./Weir Crossing</td>
<td>43</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>East/West Trail</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
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<tr>
<td>Multi Use Trail</td>
<td>41</td>
<td>+- 7KM</td>
<td>+- 7KM</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
<td>----</td>
<td>--------</td>
<td>--------</td>
<td>-----</td>
<td></td>
</tr>
<tr>
<td>Begins at HH Knoll - Lakeview Park</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Totals</td>
<td>75.81</td>
<td>12.424</td>
<td>88.234</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL COST FOR “A” AREAS (EXCLUDING G.S.T.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DESIGNATED “AA” AREAS (EAST SIDE)**

| T.A. Lannan Sports Complex | 32 | | | $  |
|-----------------------------|----| | | |
| Baseball Fields C1, C2, C3, C4 | | | | |
| T.A. Lannan Sports Complex | 32 | | | $  |
| Soccer Fields 1, 2, 3, 4, 5 | | | | |

**DESIGNATED “B” AREAS (EAST SIDE)**

| T.A. Lannan Sports Complex | 32 | | | $  |
|-----------------------------|----| | | |
| Centennial Park | 27 | | | $  |

**TENDER SUMMARY**

<table>
<thead>
<tr>
<th>SECTION 1:</th>
<th>Designated “A” &amp; “B” areas for West Side per cut for 2010, 2011 &amp; 2012</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL TENDER PRICE (per cut, per year)</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
NOTE: The above Total Tender Price shall exclude Applicable Tax and shall be entered on pages FT 1 and FT 11 of the Form of Tender.

During the duration of the Contract the number of cuts are not expected to exceed but could because of weather conditions:

- "A" areas ........................ 15 cuts
- "B" areas ........................ 6 cuts

Schools - only as required between School Boards’ own cutting

Minimum Guarantee

- "A" areas ........................ 10 cuts
- All other areas - no guarantee

The City reserves the right to cut any of the above said areas at their discretion and as required for special occasions.
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.

<table>
<thead>
<tr>
<th>SUB-TRADE</th>
<th>NAME OF SUB-CONTRACTOR</th>
<th>ADDRESS OF SUB-CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>
**STATEMENT “B”**

**TENDERER’S EXPERIENCE IN SIMILAR WORK**

<table>
<thead>
<tr>
<th>YEAR COMPLETED</th>
<th>DESCRIPTION OF WORK</th>
<th>FOR WHOM WORK PERFORMED</th>
<th>VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**TENDERER’S EQUIPMENT AVAILABLE FOR CONTRACT**

<table>
<thead>
<tr>
<th>MODEL</th>
<th>MANUFACTURER</th>
<th>YEAR</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
(a) **Applicable Tax:**

The Contractor shall **NOT** include any amount in his tender price for the applicable tax. Any amount to be levied with respect to the applicable tax will be included as a separate item on the payment certificate. The appropriate tax 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 Applicable Tax

   $____________________

iii) Total Contract Amount [(i) + (ii)]

   $____________________

iv) Tax Registration Number:

   _______________________

Company Name  

__________________________  Contractor's Signature(s)

Address  

__________________________  Contractor's Seal

Witnesses:  ______________________

__________________________
AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the ___ day of _________ in the year two thousand and ten.

by and between

THE MUNICIPAL CORPORATION OF THE CITY OF PORT COLBORNE
66 CHARLOTTE STREET,
PORT COLBORNE, ONTARIO.
L3K 3C8

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 Contract #2010-8 Parks Grass Cutting 2010-2012, which have been signed by the parties, and which were prepared by the City of Port Colborne, acting as hereinafter called the Engineer.

(b) do and fulfil everything indicated by this Agreement, and

(c) commence the Work by the 1st day of May 2010 and attain completion of the Work, as certified by the Contract Administrator, the City of Port Colborne.
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.

Special Instructions to Bidders
Instructions to Bidders
Form of Tender
  - Form of Tender Declaration
  - Schedule of Tender Unit Prices
  - Statement A - List of Sub-Contractors
  - Statement B - Quoter’s Experience in Similar Work
  - Statement C - Applicable Tax
Agreement between the Owner and Contractor (Form of Contract Agreement)
Schedule of Drawings
Special Provisions - General (Refer to Niagara Peninsula Standard Contract Documents)
Special Provisions - Contract Items (Refer to Niagara Peninsula Standard Contract Documents)
Special Provisions - Supplementary Special Provisions (If Applicable)
Special Provisions - Labour Conditions and Fair Wage Schedule (If Applicable)
Standard Drawings - Comprising Ontario Provincial Standard drawings and Municipal Standard drawings
Supplementary General Conditions of Contract
(Refer to Niagara Peninsula Standard Contract Documents)
OPS General Conditions of Contract (Refer to Niagara Peninsula Standard Contract Documents)
Geotechnical Report (if Applicable)
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 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 -1 and FT -11 , included as part of this contract,

(d) Based on the Schedule of Tender Unit Prices, refer to in article A-3 (c) the tender price is

$____________________________________________________per cut in Canadian Funds Excluding Applicable Taxes.

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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 of 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

(d) 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 five percent (5%) 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: 66 Charlotte Street
Port Colborne, Ontario.
L3K 3C8

The Contractor at:

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 there unto duly authorized.

SIGNED, SEALED AND DELIVERED in the presence of:

OWNER

CITY OF PORT COLBORNE

_________________________
signature
VANCE BADAWEY, Mayor

_________________________
witness
name and title

_________________________
signature
Ashley Grigg, Clerk

CONTRACTOR

_________________________
signature
name and title

_________________________
signature
witness

_________________________
name and title

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Schedule of Drawings

1. **Contract Drawings**
   List maps

   None

3. **Municipal Standard Drawings (If Applicable)**
   None
SPECIAL PROVISIONS - GENERAL
(Refer to Niagara Peninsula Standard Contract Documents)

SPECIAL PROVISIONS - CONTRACT ITEMS
(Refer to Niagara Peninsula Standard Contract Documents)
SPECIAL PROVISIONS

SUPPLEMENTARY CONTRACT ITEMS
SPECIFICATIONS

1. RESPONSIBILITY OF CONTRACTOR TO SUPPLY:

The CONTRACTOR shall provide everything necessary to give a clean and workmanlike job. The CONTRACTOR shall also be responsible for his employees’ behavior and inspection of their works to maintain quality work.

2. EXAMINATION OF SPECIFICATIONS AND SITE OF WORK:

Bidders shall carefully examine the several portions of the Contract Documents and the site of the work to satisfy themselves by examination as to all conditions of the Contract. The acreage listed is as registered for some facilities and approximate in others. Prior to submission of Tender, CONTRACTORS are encouraged to meet with the Division Foremen to discuss conditions of Contract.

3. INSURANCE:

The CONTRACTOR shall provide a $5,000,000.00 liability and vehicle insurance indemnity against all of his actions and provide a Certificate Of Insurance before his bid is awarded.

4. PAYMENT AND REPORTS:

The CONTRACTOR shall submit to the Division Foreman every week, a fully itemized statement indicating date of cut, location and tendered price. All payments from the Corporation to the CONTRACTOR shall be made on a bi-weekly basis, (every two (2) weeks). The CONTRACTOR shall submit to the Division Foreman a daily report stating the grassed areas which have been cut after completion of work.

5. TENDER BID GUARANTEE:

The bid will hold for sixty (60) days as valid, the tenderer must guarantee his bid for an award within that period.

6. WITHDRAWAL OF TENDER:

A bidder will be permitted to withdraw his tender unopened after it has been deposited if such request is received in writing prior to the time specified for the opening of tenders.
7. EXECUTION OF CONTRACT:

The successful bidder shall be notified in writing of the acceptance of his tender and shall be bound to execute the contract. Date of contract award shall be taken as the date on which the successful bidder is notified of the acceptance of his tender.

8. NOTICE OF CONTRACTOR/SUB-LETTING, RENTING OF EQUIPMENT, PURCHASE AND SUPPLY OF MATERIALS:

Where a bidder has withdrawn his bid on this Contract after the closing of tenders or having been offered this Contract by the City, has for any reason failed to enter into it, the CONTRACTOR shall not assign any part of this Contract, nor shall he rent any equipment or purchase any material required for this Contract, if such assignment, rental or purchase will result in such bidder or any person, firm or corporation having an interest in such bidder directly or indirectly receiving any benefit.

9. DISQUALIFICATION OF BIDDERS:

More than one Tender from an individual firm, partnership, Corporation or Association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all tenders so affected.

Failure to comply with any of the above matters, or where the Tender documents are not properly completed, a Tender will be considered “invalid”.

10. CLARIFICATION:

It will be the CONTRACTOR’s responsibility to clarify with the OWNER any details in question not mentioned in the Contract, before submitting his bid. The prices tendered shall include all labour, equipment and materials required to complete this contract, to the satisfaction of the Director or his designate.

11. LABOUR DISPUTES:

The CONTRACTOR shall bear the risk and responsibility of any loss, damage or expense to the work, or to himself of any nature and kind whatsoever arising from strikes or labour disputes other than such loss, damage or expense caused by the failure of the Corporation to meet its obligations under the Contract.
12. NON-FULFILLMENT OF THE CONTRACT

If the CONTRACTOR fails or neglects to commence or to prosecute the work diligently and at a rate of progress that in the opinion of the Superintendent of Operations will ensure the entire completion of it within the specified time, or should the CONTRACTOR become bankrupt or insolvent, commit any act of insolvency, abandon the work or fail to observe and perform any of the provisions of this contract, of which the Superintendent of Operations shall be the sole judge, or should the CONTRACTOR make default in the completion of the work within the time or therefore under the contract, then in any of such cases, the Superintendent of Operations may notify him to discontinue all work under the contract, and the Corporation may then employ such means as it may deem necessary to complete the work, and in such case the CONTRACTOR shall have no claim against the Corporation for any loss or damage caused by or resulting from the work being taken out of the control of the CONTRACTOR but the CONTRACTOR shall be chargeable with and shall remain liable for all loss, damage, expense or cost which may be suffered by the Corporation by reason of such default, bankruptcy, insolvency or act of insolvency. If the said loss, damage, expense or cost exceed the sum which would have been payable under the contract, if the same had been completed by the said CONTRACTOR, the CONTRACTOR shall pay the amount of such excess to the Corporation, and such amount or any portion thereof may be deducted from any monies due or to become due to the CONTRACTOR.

If in the opinion of the Superintendent of Operations and/or his designate, the works specified within the Tender Documents are improperly carried out, the CONTRACTOR shall repeat the works at his own expense and time.

13. DAMAGE BY GRASS CUTTING EQUIPMENT AND OTHER VEHICLES:

If at any time, in the opinion of the Superintendent of Operations, damage is done or is likely to be done to trees, shrubs, any grassed areas, or any structure or equipment within the grass cutting areas, the CONTRACTOR shall, on the direction of the Superintendent of Operations and at the CONTRACTOR's own expense, repair such damage to the satisfaction of the Public Works Superintendent or his designate. Repairs must be complete within 5 days, if such damage poses risk of injury or danger to the public the CONTRACTOR shall inform the PARKS DEPARTMENT so repairs can be made immediately. The PARKS DEPARTMENT will bill the CONTRACTOR for the materials and time it takes to repair and make the area safe.
14. PUBLIC WORKS SUPERINTENDENT RIGHT TO MODIFY METHODS AND EQUIPMENT:

The CONTRACTOR shall make such alterations in his methods, equipment and working forces as the Public Works Superintendent in writing directs and if at any time the method or equipment or working forces are deemed by the Public Works Superintendent to be unsafe or inadequate to ensure the protection, safety, or quality of the work or to ensure a rate of progress sufficient in the opinion of the Public Works Superintendent to complete the work within the time limited therefore under the Contract, but notwithstanding the foregoing, the onus is on the CONTRACTOR to ensure that such required safety protection, progress and quality of the works is maintained.

15. LIABILITY INSURANCE:

The CONTRACTOR shall take out and keep in force until the date of acceptance of the entire work by the Public Works Superintendent, a comprehensive policy of Public Liability and Property Damage Insurance acceptable to the Corporation providing insurance coverage in respect of any one accident to the limit of at least $5,000,000.00, exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and such policy shall name the Corporation as an additional insured against all claims for all damage or injury including death to any person or persons and for damage to any property of the Corporation or any other public or private property resulting from or arising out of any act or omission on the part of the CONTRACTOR or any of his servants or agents during the execution of the contract and the CONTRACTOR shall forward a certified copy of the policy thereof to the Corporation.

16. UNATTENDED EQUIPMENT:

The CONTRACTOR shall not leave any equipment on municipal property unattended at any time unless such equipment is properly protected to the satisfaction of the Public Works Superintendent or his designate.

17. AUTHORIZATION TO CUT:

The CONTRACTOR shall be expected to cut the grass within one day’s notice as scheduled by the Division Representative. However, every attempt will be made to provide written authorization on appropriate municipal forms by 12:00 Noon on the Friday preceding the week of cutting. Such authorization will be issued by the Division Representative and available to the CONTRACTOR at the Operations Yard, 11 King Street.
18. DEFINITION AND INTERPRETATION:

1. CONTRACT - means the agreement, covering the performance of the work, including the supply of any and all work, labour implements and materials that could reasonably be required properly and satisfactorily to complete the work to be performed and includes the plans, specifications, contract bond and any written supplementary agreements that may be made in order to ensure the completion of the work in an acceptable manner.

2. CONTRACTOR - means the person, partnership or company undertaking the execution of the work under the terms of the contract.

3. CORPORATION - means the Corporation of the City Of Port Colborne.

4. PUBLIC WORKS SUPERINTENDENT - means the person for the time being retained by the Corporation as Director in charge of all work pertaining to this Contract.

5. INSPECTOR - means any person, partnership or corporation that the Corporation or Director may appoint for the purpose of assisting in the supervision and inspection of the work and the materials to be used in the work.

6. PLANS OR DRAWINGS - the terms, plans and drawings are used interchangeably and mean any contract drawings or any approved working plans or approved working drawings or any reproductions of plans and drawings pertaining to the work.

7. SPECIFICATIONS - means all written or printed descriptions or instructions pertaining to the method and manner of performing the work or to the quantities and qualities of the materials to be furnished under the contract, and includes the Special Provisions, Standard Specifications, Supplemental Specifications, Supplemental Specifications, Tender and General Conditions, together with all written agreements, made or to be made pertaining to the methods or manner of performing the work, or to the quantities or qualities of materials to be furnished under the Contract.

8. SPECIAL PROVISIONS - means special directions containing requirements peculiar to the work and adequately provided for by the General Conditions, Standard or Supplemental Specifications.

9. SUB CONTRACTOR - means a person, partnership or company undertaking the execution of a part of the work by virtue of an agreement between himself and the CONTRACTOR, and who has independent control over the work to be done under such agreement.

10. WORK - means the work undertaken by the CONTRACTOR pursuant to the provisions of this contract.

11. THE WORDS “APPROVAL”, “DIRECTED”, “REQUIRED”, “CONSIDERED NECESSARY”, “AUTHORIZED”, “ACCEPTABLE”, “SATISFACTORY” or words of like shall mean approval of, directed, required, considered necessary or authorized by and acceptable to the Superintendent.
19. ENQUIRIES:

All enquiries concerning the tender will be received until 12:00 Noon on the day of closing. Enquiries can be made to the Operations Yard at (905) 835-8888.

20. WORK REQUIRED:

The work required is the total Grass and Weed Cutting to City Standards. (Refer to Parks Sketches for further details and specifications).

21. GRASS CUTTING SPECIFICATIONS:

a) Designated “A” Areas and “AA” Areas:
The grass shall be cut at a height of three inches (3”) in all areas within the boundaries of the designated “A” and “AA” Areas unless otherwise specified.

Note: The Public Works Superintendent may modify the height of cutting in accordance with the weather conditions and facility use requirements.

b) The Grass Cutting shall include the trimming of the grass and weeds around trees, bushes, buildings, playground equipment, fences, flower beds, parking curbs, under benches, creative play units, under receptacles and any other objects as necessary for good maintenance of the facilities.

c) The following designated “B” Areas are to be cut at a height of three (3) to four (4) inches:
- all roadside ditches and swales, excluding school facilities;
- all areas indicated as “B” in park sketches.

Thomas A. Lannan Sports Complex:
Along the west property line from North Fence to southerly portion of developed area (edge of southerly forest). Along the North Fence, west to east. Corner of North-East Fence, on Elizabeth Street, southward past existing main ditch. (As indicated in sketch). Up through clearing along main ditch east to west including all swales, islands, tree lines, north ditch bank, etc.

Lock 8 Park:
All areas south of the viewing stand as indicated in sketch #15 attached, west side cutting.

Lions Field, Fielden and Killaly Streets:
Property south of Lions Field between Elm Street and Fielden Avenue, north to south between the ballfield and the Port Colborne Hydro fence.

d) The following grass cutting areas shall be cut by hand mower and the
CONTRACTOR shall include in his rate per cut the raking and disposal of grass/weeds as required.

- King George Park
- Harbourview Park and West Street Promenade of the Multi Use Trail
- **All bermed areas (these areas do not require raking)**
- Victoria Playground
- City Hall
- CN Station (old train station)

**Note:**
Grass cutting within all parks to include all boulevards and roadside ditches, etc. excluding school facilities.

**Should the CONTRACTOR not be able to maintain the specified grass-cutting levels listed in the contract because of his machinery or whatever, the Corporation respectfully asks that he not bid on the said works.**

22. **WORKING HOURS**

The grass may be cut between the hours of 7:00 A.M. and 5:00 P.M. on playing fields and 7:00 A.M. and 8:00 P.M. on all other facilities, Monday to Friday, except when such work day falls on a Statutory Holiday, unless otherwise specified. Written approval from the Superintendent or his designate is required for cutting at any other time.

23. **CONTRACTOR’S EMPLOYEES’ BEHAVIOUR:**

At all times the employees of the CONTRACTOR shall act in a civil, responsible, courteous and generally productive manner. There will be no allowances made for employees to offend or interfere or join in activities being carried on in the park by outside groups whilst they are being employed by the CONTRACTOR, and such complaints if received will be referred to the Contractor. The Public Works Superintendent reserves the right to request that the said employee be taken off the works by the CONTRACTOR and not be re-employed until satisfactory arrangements have been made to ensure that there is no repetition of the offending behaviour.

**This clause will be strictly enforced by the Public Works Superintendent or his designate.**
24. EXAMINATION OF SPECIFICATIONS AND SITE OF WORKS:

Bidders shall carefully examine the several portions of the Contract Documents and the site of the works in order to satisfy themselves by examination as to all conditions of the Contract. The acreage listed is as registered for some facilities and approximate in others.

25. SUPERVISION OF WORK:

The Contract work will be under the entire supervision of the Public Works Superintendent or his representative, and all orders given to the CONTRACTOR will be followed.

26. LITTER REMOVAL:

The CONTRACTOR shall remove all litter, branches, etc. from grass cutting areas before actual cutting is to be done. In the event that there is an over abundance of litter, branches, etc. the Division Representative should be notified immediately. (For removal call (905) 835-8888). Litter cut up by the CONTRACTOR's machinery shall be the responsibility of the CONTRACTOR to pick up and remove from the site.

27. T.A. LANNAN SPORTS COMPLEX:

Please note the construction of the Community Wellness Centre is to begin in the Spring of 2010. This will affect the normal cutting areas of the T.A. Lannan Sports Complex, as more is known a meeting will be set up between the CONTRACTOR and The Parks Department head to go over the changes that will take place. A map of the location will be provided at that time.
None