

1.0 TENDER FOR THE CONSTRUCTION OF

**2019 Road Reconstruction
Tender No. 19-OF-03**

1.1 TENDER PRICE

Tender By:

BAY CITY CONTRACTORS
Contractor

1123 RUSSELL ST THUNDER BAY, ON P7B-5M6
Address

MAY 7 2019
Date

hereinafter called the "Tenderer"

To: **The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9**

Hereinafter called the "Owner"

1.1.1 (We), the undersigned, having fully examined the locality and Place of the Work, having fully investigated the conditions of the Work, having read and understood the Contract Documents (comprised of the tendering information, supplementary general conditions, general conditions, specifications and drawings, including all supplements, addenda and revisions to same to the date of this tender) and having secured all of the information necessary to enable the submission of this tender, hereby agree and offer to perform the totality of the Work described in the Contract Documents, in accordance with the Contract Documents, for the total Tender Price (including H.S.T.) of:

Three million, eight hundred fifty three thousand
three hundred ten (\$3,853,310.¹⁷.....)

1.2 CONTINGENCIES AND ALLOWANCES

- 1.2.1 We agree that the Tender Price includes the contingency sum of \$150,000.00 and no part of this sum shall be expended without the written direction of the Contract Administrator, and any part not so expended shall be deducted from the Contract Price.

1.3 QUANTITIES

- 1.3.1 The Tender Price is compiled from the Schedule of Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the unit prices in the schedule.

1.4 ADDITIONS AND DEDUCTIONS

- 1.4.1 The Tenderer agrees that, if this tender is accepted by the Owner:
- (i) it will carry out any additional or extra work (including the supplying of any additional Products pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract; and,
 - (ii) the carrying out of any work referred to in paragraph (i) above or the issuance by the Contract Administrator of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive, affect or vary any of the terms of the Contract or of an Contract Change Order previously issued by the Contract Administrator or any of the rights of the Owner or of the Contract Administrator under the Contract.
- 1.4.2 The Tenderer agrees that, if this tender is accepted by the Owner the prices applicable to work referred to in paragraph 1.3.1 above shall be determined as follows:
- (i) The Schedule of Tender Prices shall apply where applicable;
 - (ii) If the above Schedule is inapplicable the prices shall be determined in accordance with the General Conditions as amended by the Supplementary General Conditions.
- 1.4.3 The Tenderer agrees that it is not entitled to payment of the Contingency Allowance except for work carried out by him in accordance with the Contract and only to the extent of such work, as authorized by the Contract Administrator in writing and as previously approved by the Owner.

1.5 ADDENDA

- 1.5.1 We agree that we have received Addenda2..... to2..... inclusive, and the tender price includes for the provisions set out in such Addenda.

1.6 CONTRACT TIME

- 1.6.1 We agree to commence the Phase 1 Work by May 28th, 2019 (the commencement date) and to proceed continuously to the completion date of October 18th, 2019.
- 1.6.2 We agree to commence the Phase 3 Work by May 25th, 2021 (the commencement date) and to proceed continuously to the completion date of October 15th, 2021.
- 1.6.3 The contractor may advance the above noted commencement date to suit scheduling and local weather conditions. There will be no changes to the completion date other than as noted in the general conditions.
- 1.6.4 Surface course paving for Second Street Contract Item A.03 Hot Mix HL4 Asphalt with an estimated quantity of 400 tonne and Contract Item A.16 Pavement Markings may be completed within the year 2020 and prior to June 15th, 2020.
- 1.6.5 The Contractor will be required to advertise substantial completion of Phase 1 of the project at the initial completion date of October 18th, 2019, and after surface course paving and line painting if completed in 2020.
- 1.6.6 The Contractor will be required to advertise substantial completion of phase 3 of the project at the initial completion date of October 15th, 2021.

1.7 TENDER ITEM REFERENCES AND DELETIONS

- 1.7.1 Where in the Form of Tender under the column headed OPS Spec. No., a number is shown, such number shall be taken to mean and refer to the Ontario Provincial Standard Specifications (OPSS).
- 1.7.2 Where in the Form of Tender under the column headed OPS Spec No., the initials "SP" appear, such initials shall be taken to mean and refer to the "Special Provisions".
- 1.7.3 For those Tender items noted with an asterisk * in the Schedule of Tender Prices are considered to be provisional items and the Owner may delete all or a portion of the item price to Contract award without affecting the remaining Contract prices, without penalty or recourse.
- 1.7.4 The Owner reserves the right to delete all or any portion of the work prior to Contract award without affecting the remaining Contract prices, without penalty or recourse.

1.8 SCHEDULE OF TENDER PRICES

1.9 DECLARATIONS OF TENDERER

- 1.9.1 The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed Contract for which this tender is made.
- 1.9.2 The Tenderer declares that this tender is made without any connection, comparison of figures or arrangement with, or knowledge of, any other corporation, firm or person making a tender for the same Work and is in all respects fair and without collusion or fraud.

1.10 CONDITIONS OF TENDER

- 1.10.1 This tender is irrevocable from the official closing time and is unconditionally open for acceptance for 60 days after the official closing time, whether any other tender has been previously accepted or not.

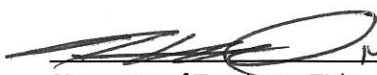
1.11 DISCLAIMER


- 1.11.1 The Tenderer agrees and acknowledges there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced the Tenderer to submit this tender, or on which reliance is placed by the Tenderer, or which affects this tender.

1.12 SIGNING OF TENDERS

Dated at THUNDER BAY this

7th day of May, 2019.


Signature of Tenderer, Title Manager


Signature of Witness

Signature of Tenderer, Title

Signature of Witness

NOTE: In the case of a tender submitted by a Corporation, the signatory or signatories warrant as follows:

"I/We have authority to bind the Corporation."

"If the tender is submitted by an individual or partnership, it is deemed to be given under seal."

ACCEPTED BY THE CORPORATION OF THE TOWN OF FORT FRANCES THIS _____

DAY OF _____ 2019.

Signature

Name and Title

Signature

Witness

Name and Title

Name and Title