



January 6, 2017

INVITATION TO TENDER

Tender # Hydro201701

Sealed tenders are invited by the undersigned for underground hydro extension work per Drawing E1 through E8 and construction specifications described hereinafter.

A site meeting will be held on Monday, January 16th 2017 at 9 am.

The prices tendered shall be firm and include the following:

1. payroll costs, employee benefits and Workplace Safety & Insurance Board payments;
2. transportation, handling, specified materials. storage and delivery costs to the job site;
3. operating and maintenance cost of equipment and vehicles;
4. liability insurance, administration burden, overhead and profit;
5. all applicable taxes.

All requirements and conditions imposed by the tendering documents are for the benefit of "Niagara District Airport". They are not to be construed as undertakings or obligations on the part of "Niagara District Airport" with respect to their enforcement. "Niagara District Airport" does not represent that it will accept any tender, accept the lowest tender, or be precluded from accepting any tender or other offer. All Tenders shall be submitted on the forms supplied by "Niagara District Airport" and all the blanks shall be completed.

Niagara District Airport reserves the right to reject any or all bids, and to select the bid deemed by the Airport to be in their best interests. The award of Phase 2 and 3 work is subject to the constraints of the overall project budget.

Tenders must be received by Niagara District Airport's Airport Manager, by **Friday, January 27th, 2017 no later than 12 PM**. Tender bids received after the closing time will not be opened or considered.

The successful Tendered Company shall be required to execute a Formal Contract in the manner and form of the "Niagara District Airport". "Contract Form", a blank copy of which is herewith included.

Confidential tender with the words "**CYSN-Underground Hydro Extension Project**" marked on a sealed envelope will be received at the office of the Airport Manager, Mailing address – Box 640, Virgil, Ontario, L0S1J0 or physical address at 468 Niagara Stone Road, Niagara on the Lake, Ontario, L0S1J0.

Niagara District Airport

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- Airport Manager, Len O' Connor, Phone: 905-684-7447 ext 11, Email: apm@niagaradistrictairport.ca

Niagara District Airport Physical Address: 468 Niagara Stone Road, Niagara-on-the-Lake, ON, L0S-1J0

Mailing Address: P.O. Box 640, Virgil, ON, L0S 1T0

Technical:

- Raven Engineering Inc. Andrew Durward, P.Eng, Phone: 905-357-4413 ext 101, Email: adurward@raveneng.ca

DISCREPANCIES

Should any discrepancies appear, or differences of opinion or misunderstanding arise as to the meaning of the contract or of the general conditions, construction specifications or plans, or as to any omissions therefrom, or misstatements therein in any respect, or as to the quality, or dimensions, or sufficiency of the materials or work, or any part thereof, or as to the due and proper execution of the works, or as to the measurements, or quantity, or valuation of any works executed, or to be executed, under the contract, or as to extras thereupon, or additions thereto, or deductions therefrom or as to any other questions or matters arising out of the contract, the same shall be determined by "Niagara District Airport" whose decision shall be final and binding upon all parties concerned, and from it there shall be no appeal.

MATERIALS AND PLANT

The Contractor shall provide and furnish all required granular material, sand, sod, cold mix and asphalt as well as labour, water, fuel, machinery, tools and equipment or other plant in all respects to the satisfaction of "Niagara District Airport". The "contractor" shall provide all electrical equipment and associated hardware.

TRAFFIC CONTROL

Flagging for traffic control shall be in conformance with the latest requirements as outlined in the MTO Traffic Control Manual for Roadway Work Operations. Copies of this manual are available from The Ministry of Transportation of Ontario. All requirements of this manual must be met at all times including a documented daily traffic protection plan, and must be available for inspection by "Niagara District Airport" representatives.

WORKMANSHIP

All labour and workmanship shall be carried on in a thoroughly workmanlike manner, to the satisfaction of "Niagara District Airport".

TENDERERS TO INVESTIGATE

Tenderers must satisfy themselves by personal examination of the location of the proposed work and by such other means, as they may prefer, as to the actual conditions and requirements of the work. Tenderers are not to claim at any time after submission of their tenders that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

SUPERVISION

The said "Niagara District Airport" shall be and are hereby authorized to appoint a Representative of the works, and such assistants and inspectors as they may deem proper, to inspect the works to be done under this agreement, and the materials, machinery and plant to be supplied thereunder, and to see that the same strictly correspond with the said plans and drawings, and the construction specifications hereto annexed and herein contained.

DISPUTES

To prevent all disputes and litigation, the Representative shall, in all cases, determine the amounts of work to be done which are to be paid for under this contract, or in connection with said works, and he shall decide all questions which may arise relative to the interpretation and execution of the contract, or said works, on the part of the contractor and his estimate, direction and decisions shall be final and conclusive and unimpeachable for any cause whatever.

EXTRAS AND DEDUCTIONS

The Representative shall have the right to omit any portion of the work, or to increase or decrease dimensions or the quantity of the work, or to vary in any other way the work herein contracted for, or

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to order any additional or extra work to be done. The contractor shall, in pursuance of the Representative's written orders to that effect, proceed with and carry out the works as directed in pursuance of such orders, without being entitled to any extension of time for completion or any additional payment on account thereof, except only as herein provided.

In case of the contractor's neglect or failure to observe fully and faithfully the above conditions, he shall forfeit all right to payment therefor which he otherwise might have had.

In any work, labour, or material which the contractor was required to perform or supply under these specifications is directed by the Representative to be changed or omitted, whereby a less quantity of work, labour or material performed or supplied, then the Representative shall deduct from the contract price the value of any work, labour or material not required to be performed or supplied, and the Representative's decision shall be final and conclusive.

COMPLETION

The works embraced in this contract shall be commenced in each part thereof at such time as the Representative shall direct, and the works shall be carried on continuously until final completion. The "Niagara District Airport" shall attempt to arrange for contract commencement as soon as possible after contract finalization.

CONSTRUCTION SCHEDULE

This schedule is based on the Contractor receiving notice of Contract award by Feb 10th, 2017.

The contractor shall employ the necessary crews and equipment to complete all work by April 10th 2017 in a timely fashion.

EXTRA ENGINEERING

In case the contractor fails to have the works completed within time specified, the "Niagara District Airport" shall deduct from any amount due the contractor, a sufficient sum to reimburse the "Niagara District Airport" for any extra engineering and inspection that may be necessary by such failure of the contractor.

RESPONSIBILITY

The care of the works, until their completion, is to remain with the contractor and his sureties, and the said contractor and his sureties shall be held severally responsible for all accidents arising from any cause whatsoever, and chargeable for anything that may be stolen, removed, destroyed or injured by fire and water, and he shall also be held responsible for the making good of all damages and defects occasioned by carelessness, deficiency of strutting, fencing, watching or lighting, whether to the said works or to the adjoining buildings and premises, from bad workmanship or any other cause whatsoever, and whether such damage or defects may be or might have been discovered during the progress of the said work, or in consequence thereof, or shall appear after the completion thereof, or whether payment may wholly or partially have been made, or the work approved as supposed to have been properly done and no certificate approval of any work by any officer of the "Niagara District Airport" or any member or such "Niagara District Airport" shall effect or prejudice the right of the said "Niagara District Airport" against the contractor, or be considered or held as at all conclusive as to the sufficiency of any work or materials.

WATCHMEN

The contractor shall employ watchmen on the work at night whenever in the opinion of the Engineer it shall be necessary.

DISMISSAL

If any person employed by the contractor on the work shall appear to the Representative to be incompetent, intoxicated or disorderly, he shall, on the requisition of the Representative, be immediately discharged and such person shall not again be employed on the work without the permission of the Representative.

FORFEITURE FOR DELAY, ETC.

In case the works are not carried on with such expedition and with such machinery, plant, workmanship as the Representative may deem proper, then the Representative may give the contractor six (6) days notice in writing to supply such additional force and machinery, as in the

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opinion of the Representative is necessary and if the contractor fails to supply the same, the "Niagara District Airport" may dismiss the contractor and employ other persons to finish the works in such manner as the Representative may direct, and in accordance with the plans and specifications and all payments made on account thereof shall be deemed a payment on account of the contractor, but without prejudice to the right of the "Niagara District Airport" to recover any money in excess of the contract price, which may be paid for so finishing the works or any other damage caused by breach of this contract. In case the work, or any part thereof, is taken out of the hands of the contractor, as herein provided, it shall in no way affect the relative obligations of the "Niagara District Airport" or the contractor or his sureties in respect of his or their obligations.

DELAY

No charges shall be made by the contractor for hindrances or delay from any cause during the progress of any portion of the work embraced in this contract.

FOREMAN

In the absence of the contractor from the works, his agent, foreman or other persons in charge for him shall be considered as acting in his place, and all orders or instructions given to any such agent or other persons by the Representative shall be as binding on the contractor as though given to him in person.

BANKRUPTCY

It shall be lawful for the said "Niagara District Airport" in case the said contractor shall fail in the due performance of any part of his undertaking, or shall become bankrupt or insolvent, or shall compound with his creditors or propose any composition with his creditors for the settlement of his debts, or shall carry on, or propose to carry on his business under inspectors on behalf of his creditors, or shall commit any act of bankruptcy to re-let the undertaking of said contract, or any part thereof, and upon such conditions as they may think fit or from time to time may engage workmen and provide all such material, implements and apparatus, or may obtain and use the machinery, tools, and apparatus of the contractor in completing the works and employ the same in such a manner as the said "Niagara District Airport" may think necessary and proper for completing the said works or any part of them, and any loss, damage or deficiency that may arise in consequence of said bankruptcy or failure on the part of the contractor shall be paid and deducted out of any moneys retained by said "Niagara District Airport" out of any work previously performed by said contractor; and should said money so retained not be sufficient to indemnify and cover such losses, the deficiency then due shall be a charge on the bond accompanying this instrument.

NO SUB-LETTING

The contractor shall be assign or make over this contract to any other person, nor under-let to, nor make a sub-contract with any workman or workmen for the execution of any work appertaining thereto, without the permission of the "Niagara District Airport" but shall employ his own men for the labour thereof, who are to be paid by him in wages by the day or week. And in case the contractor assigns or makes over this contract, or under-lets or makes a sub-contract contrary to this agreement, he shall forfeit to the said "Niagara District Airport" a sum to be assessed by the Representative, which shall be deemed liquidated and ascertained damages, and may be recovered by action, or deducted by the said "Niagara District Airport" from any sum or sums due, or to become due, to the said contractor under this contract, or otherwise howsoever or should the contractor or his agent give any gratuity to any office of the "Niagara District Airport" the said "Niagara District Airport" shall be at liberty to terminate this contract, and the contractor shall forfeit to the said "Niagara District Airport" the sums so assessed as liquidated damages for the non-performance of this contract.

WAGES

In the event of the contractor failing or neglecting for two weeks to pay the wages of the men employed on the works, the "Niagara District Airport" reserves to themselves the right to pay any such wages ascertained to be due, and to deduct the amount of same from any moneys due or coming due to the contractor on this or any other contract, in addition to any rights under the Construction Lien Act.

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LIABILITIES

It is hereby agreed that the said contractor shall indemnify and save said "Niagara District Airport" harmless from and against all claims against said "Niagara District Airport" for labour done under this contract and shall furnish said "Niagara District Airport" with satisfactory evidence when called for by them, that all persons who have done work for the execution of this contract, for which the "Your Company Name" may become liable, have been fully paid or satisfactorily secured; and in case such evidence is not furnished, an amount necessary and sufficient to meet the claims of persons aforesaid shall be retained from money due the contractor under this contract, until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

SUITS

And in case of any action, suit or proceedings being brought or taken against the "Niagara District Airport" or any of their officers or servants, in respect of any such damage or defects, or any loss, damage or injury by reason thereof or consequence thereupon, the contractor shall fully indemnify them, and each of them, therefrom, and forthwith pay to him or them all costs, charges, damages and expenses which he or they may have been put to or have incurred in reference thereto. The "Niagara District Airport" shall notify the contractor within six (6) days of the time such suit has been entered. And the said "Niagara District Airport" may, if not notified to the contrary by the contractor, compromise any such action, suit or other proceedings, or any claim in respect of any such damage as aforesaid, on such terms as they shall think fit; and the contractor shall thereupon forthwith pay to them the sum or sums paid by the "Niagara District Airport" upon the occasion thereof, and shall in every case pay to them such a sum or sums as shall fully indemnify them, according to the present stipulation. In case the contractor requires the "Niagara District Airport" to defend any action or actions he shall give security to the "Niagara District Airport" for such damages and costs as may be recovered in such action or actions to the satisfaction of the solicitor of the "Your Company Name" and in default of such security being given by the contractor, the "Your Company Name" may compromise such action or actions as hereinbefore provided. And it shall be competent to said "Your Company Name" to deduct the amount of all such damages and the costs thereof, out of any money due or to become due from them to the said contractor on this or any other contract.

BONDS

For security of Contract performance and labour and material supply, the Contractor shall be required to provide the Owner a Performance Bond and a Labour and Materials Bond by the following methods:

1. Each in the amount of fifty percent (50%) of the Total Estimated Contract Price.
2. Alternately, in lieu of bonding, the Contractor may submit a certified cheque in the amount of twenty percent (20%) of the Total Estimated Contract Price.

All bonds shall be issued by a duly licensed surety company authorized to carry on the business of a surety ship in the Province of Ontario. The cost of obtaining the required bonds is to be borne by the Contractor.

WORKS

The word "Work" or "Works", when occurring in the contract, construction specifications, instructions to bidders, or in the general conditions, unless the context requires a different meaning, shall mean the whole of the works, matters and things required to be done, as mentioned or referred to in the instructions to bidders, form of tender, construction specifications, plans and drawings including all extra or additional work matter or things which may be ordered by the Representative as herein provided.

ENGINEER

The word "Engineer", when it occurs in the contract, construction specifications, instructions to bidders, or in the general conditions, shall mean the Engineer from time to time appointed by the "Niagara District Airport" to superintend the construction of the works, or a duly authorized representative.

"Niagara District Airport"

The word "" Niagara District Airport where it appears in the contract documents, shall mean the "Niagara District Airport Commission"

Safety Management System/Risk Mitigation

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In compliance with the Airports Safety Management Systems, the contracting company is obligated to participate in a risk mitigation assessment prior to any work commencing, which will be conducted by the Airport with the contracting company. Both parties are responsible for analyzing the project, identifying areas of risk that may pose any potential Hazard, and installing the proper control measures to minimize the risk to acceptable levels. Both parties must delegate ownership of each control measures and assume the responsibility inherent to the task.

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FORM OF TENDER

I/We, the undersigned, having examined the Tender Conditions, Construction specifications, and Instructions to Bidders, do hereby tender and offer to enter into an agreement with "Niagara District Airport" to complete the project outlined in the attached construction specifications and drawings for the following:

Schedule of tender prices

Phase	Price
Phase 1	
Phase 2	
Phase 3	
Total:	

Note: Phases are explained in the CONSTRUCTION SPECIFICATION document

Tender Submitted by: _____

Address: _____

Telephone No. _____ Date: _____

Signature: _____ Title: _____

(Sealed)

Witnessed: _____ Title: _____

Telephone No. _____ Date: _____

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GENERAL COMMERCIAL CONDITIONS

CONTRACT STANDARD

1. The contract shall consist of the purchase order, the "Niagara District Airport 's invitation to tender, the construction specifications, these general commercial conditions and the Contractor's tender, which shall take precedence in the order named.
2. The tenderer shall visit the site and become familiar with local conditions before tendering.
3. The tenderer may be required to furnish information to satisfy the "Niagara District Airport" that it is adequately prepared to fulfill the contract.
4. The Contractor shall provide the "Niagara District Airport" with a Certificate of Clearance from the Workers' Compensation Board covering the period of the contract.
5. The Contractor shall comply with the laws, codes and regulations of federal, provincial and municipal Governments which are applicable to the work and its performance and shall obtain and pay for all work permits that may be required in order to enable the Contractor to carry out the work.
6. The Contractor shall comply, at his own expense, with the relevant safety regulations as established by the Electrical Utilities Safety Association, which pertain with the work. Failure to comply with these regulations may result in immediate suspension of the work, without prior written notice or termination of the contract. **The Contractor must arrange for all necessary underground plant locates.** Planned power outages must be minimized and approved by the Airport Manager or delegate.
7. The Contractor shall assume all liability for any loss, damage or injury (including death) to persons, property or "Niagara District Airport" material which may arise from the Contractor's operation under the contract and shall indemnify and save harmless the "Niagara District Airport" from all such loss, damage or injury. The Contractor must therefore, at its own expense, obtain and lodge with the "Niagara District Airport" a policy of Insurance, indemnifying the "Niagara District Airport", in the joint names of the Contractor and the "Niagara District Airport Commission". The minimum amount of this policy shall be **FIVE MILLION DOLLARS (\$5,000,000.00)** and be maintained in full force and effect until the termination of the contract.
8. The Contractor at no additional cost shall furnish equipment that may be required to perform the work to the "Niagara District Airport". Such equipment must be acceptable to the "Niagara District Airport".
9. The Contractor shall assume the responsibility for ensuring that all sub-contractors comply with the conditions of the contract. The "Niagara District Airport" prior to his retention by the Contractor must approve each sub-contractor, in writing.
10. During the performance of the work, the Contractor shall ensure that the work site is kept free of all unnecessary work equipment and that litter is kept to minimum level that is acceptable to the "Niagara District Airport's" authorized representative. Final restoration shall be to the satisfaction of "Niagara District Airport".

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GENERAL COMMERCIAL CONDITIONS

CONTRACT STANDARD

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| 11. The contract shall consist of the purchase order, the “Niagara District Airport’s” invitation to tender, the construction specifications, these general commercial conditions and the Contractor’s tender, which shall take precedence in the order named. | CONTRACT DOCUMENTS |
| 12. The tenderer shall visit the site and become familiar with local conditions before tendering. | SITE INSPECTION |
| 13. The tenderer may be required to furnish information to satisfy the “Niagara District Airport” that it is adequately prepared to fulfill the contract. | PROOF OF ABILITY |
| 14. The Contractor shall provide the “Niagara District Airport” with a Certificate of Clearance from the Workers’ Compensation Board covering the period of the contract. | WORKPLACE SAFETY INSURANCE BOARD |
| 15. The Contractor shall comply with the laws, codes and regulations of federal, provincial and municipal Governments which are applicable to the work and its performance and shall obtain and pay for all work permits that may be required in order to enable the Contractor to carry out the work. | LAWS, REGULATIONS, AND PERMITS |
| 16. The Contractor shall comply, at his own expense, with the relevant safety regulations as established by the Electrical Utilities Safety Association, which pertain with the work. Failure to comply with these regulations may result in immediate suspension of the work, without prior written notice or termination of the contract. The Contractor must arrange for all necessary underground plant locates. Planned power outages must be minimized and approved by the Operations Superintendent. | SAFETY |
| 17. The Contractor shall assume all liability for any loss, damage or injury (including death) to persons, property or “Niagara District Airport” material which may arise from the Contractor’s operation under the contract and shall indemnify and save harmless the “Niagara District Airport” from all such loss, damage or injury. The Contractor must therefore, at its own expense, obtain and lodge with the “Niagara District Airport” a policy of Insurance, indemnifying the “Niagara District Airport”, in the joint names of the Contractor and the “Niagara District Airport”. The minimum amount of this policy shall be FIVE MILLION DOLLARS (\$5,000,000.00) and be maintained in full force and effect until the termination of the contract. | LIABILITY |
| 18. The Contractor at no additional cost shall furnish equipment that may be required to perform the work to the “Niagara District Airport”. Such equipment must be acceptable to the “Niagara District Airport”. | EQUIPMENT |
| 19. The Contractor shall assume the responsibility for ensuring that all sub-contractors comply with the conditions of the contract. The “Niagara District Airport” prior to his retention by the Contractor must approve each sub-contractor, in writing. | SUB-CONTRACTORS |
| 20. During the performance of the work, the Contractor shall ensure that the work site is kept free of all unnecessary work equipment and that litter is kept to minimum level which is acceptable to the “Niagara District Airport’s” authorized representative. Final restoration shall be to the satisfaction of “Niagara District Airport”. | SITE CONDITIONS |

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GENERAL COMMERCIAL CONDITIONS

11. The "Niagara District Airport's" authorized representative shall have the right to inspect the work at all times and may reject any part thereof which is found not in accordance with the contract. Any of the work so rejected shall forthwith be re-executed or corrected by the Contractor, at his sole expense and in a manner prescribed by the contract, but if in the opinion of the "Niagara District Airport's" authorized representative it is not feasible to re-execute or correct the rejected work, the "Niagara District Airport" shall be bound to pay to the Contractor only such sums of money as, in the opinion of the "Niagara District Airport's" authorized representative, represents the value of the work to the "Niagara District Airport". The decision of the "Niagara District Airport's" authorized representative as to the amount of such sum shall be final.

INSPECTION

12. If the Contractor fails to supply the necessary material, labour, or equipment for the service required or is otherwise in default in carrying out his part of the terms, conditions and obligations of the contract, then the "Niagara District Airport" without prejudice, may, upon written notice to the Contractor, terminate the contract. In the event of termination, the "Niagara District Airport" shall be obligated to reimburse the Contractor only for that portion of the contract price, which represents the work satisfactorily completed up to the date of termination. The decision of the "Niagara District Airport's" authorized representative as to the amount of such sum shall be final.

**DEFAULT
BY
CONTRACTOR**

13. Neither the Contractor nor the "Niagara District Airport" shall be liable to each other for loss, damage or delay in the work brought about by any cause, which is unavoidable, and beyond its reasonable control.

**UNAVOIDABLE
LOSS, DAMAGE
OR DELAY**

14. The "Niagara District Airport" will accept billing for 100 percent following completion and acceptance of the work. The "Niagara District Airport" will retain as holdback 10 percent, which will be paid as the final payment 45 days after the day on which the work has been completed and accepted.

PAYMENT

The "Niagara District Airport" will accept billing on a negotiated progress-billing basis, and the "Niagara District Airport" will retain as holdback 10 percent of the value of all billings made under the contract. The holdback will be paid as a final payment 45 days after the day on which all work covered by the contract has been completed and accepted.

Each invoice submitted by the Contractor shall indicate man-hours and/or the relevant units of work.

I/We, the undersigned, having examined the Tender Conditions, Specification and Detail Drawings and General Commercial Conditions, do hereby tender and offer to enter into an agreement with "Niagara District Airport" to provide the necessary labour, equipment and material as required to fulfill the obligations outlined in this document.

Company: _____

Signature: _____
(and seal)

Date: _____

Address: _____

Phone: _____

Niagara District Airport

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ADDITIONAL CONTRACTOR REQUIREMENTS

PRIOR TO AWARDING OF TENDER

The contractor must provide the following prior to awarding of tender:

- a) The name of the competent and responsible person who will be on the construction site at all times while the work is in progress, who will coordinate safety, and who is familiar with the construction and safety requirements of this contract.
- b) Proof of ownership or leasing agreement, and valid insurance coverage for all vehicles that will be used on the project.
- c) The Contractor shall provide the "Niagara District Airport" with a Certificate of Clearance from the Workplace Safety and Insurance Board (WSIB) covering the period of the contract.
- d) A detailed safety record of the preceding 12 months of operations.
- e) Documentation and/or description of any and all safety programs that are in effect.
- f) Documentation and/or description of any and all quality assurance programs that are in effect.
- g) H&S Policy and Program
- h) Records of Training (eg. First-Aid/CPR, Electrical Awareness, Utility Work Protection Code/Lock-Out, Confined Space, Fall Arrest, Work Area Protection / Traffic Control, Driver's License, TDG, Spills Response, Forklift, Propane, other as required)
- i) Records of Experience
- j) Incident Reporting and Investigation procedures
- k) Emergency Response Plan and Contacts (fire, weather, accidents, spills, medical emergencies)
- l) Worker Orientation Program
- m) Name of Site Health & Safety Representative (selected by workers)
- n) Name of Designated First-Aider(s) on site
- o) MOL Notice of Project
- p) Certificate of Liability Insurance (\$5,000,000)
- q) WSIB Experience Rating Statement (NEER, CAD-7, or MAPP)
- r) List of WHMIS Controlled Products and MSDS's of all controlled products on site
- s) List of Designated Substances used on job
- t) List of Equipment / Vehicles used for work (include description and age)
- u) Equipment Certification (Aerial Devices, Radial Boom Derricks, Tension Stringing Equipment & Trailers, Live Line Tools, Rubber Cover-up, Fall Restrict Devices, CVOR)
- v) Pre-Job Meeting Minutes
- w) Pre-Job Site Inspection report (physical and labour conditions prevailing at site)

Requirements Met:

Signature

Date

Title

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CONTRACT # 201701

THIS AGREEMENT made in triplicate the _____ day of _____ 2017,

BETWEEN:

HEREINAFTER CALLED THE CONTRACTOR OF THE FIRST PART

AND: Niagara District Airport

Niagara District Airport Physical Address: 468 Niagara Stone Road,
Niagara-on-the-Lake, ON, L0S-1J0

HEREINAFTER CALLED THE "Niagara District Airport" OF THE SECOND PART

WHEREAS the "Niagara District Airport" did award to the said Contractor the contract for the following works:

Hydro - Underground Hydro Extension
(as per attached tender documents)

prepared by their Engineer and signed by the contractor and according to the Form of Tender, Specification and Detail Drawings, General Commercial Conditions hereto annexed, the said contractor having submitted a tender or proposal or quotation, a copy of which is hereto annexed.

NOW THIS AGREEMENT WITNESSETH that the said contractor for himself, his heirs, executors and administrators, covenants and agrees with "Niagara District Airport" and their executors to perform and execute the whole of the works herein and in the said construction specifications and general conditions mentioned with due expedition and in a thoroughly workmanlike manner and to the satisfaction of the Engineer in strict accordance with the provisions of the agreement and the said construction specifications, instructions to bidders, general conditions and the plans herein referred to, all of which are made part of this contract as if embodied therein and thereafter maintain the same as therein provided; and further covenants and agrees to and with "Niagara District Airport" to carry out, do, perform and observe and be bound by all covenants, agreements, stipulations, provisos and conditions to be carried out, done performed and observed by them to the same extent and as fully as if each of them were set out specifically in this agreement.

"Niagara District Airport" covenants with the said contractor that if the said work, including all extras in connection therewith, shall be duly and properly executed as aforesaid, and if the said contractor shall observe and keep all the provisos, terms and conditions of the contract, "Niagara District Airport" will pay the said contractor therefore the amounts or at the rates and in the manner subject to the drawbacks and penalties mentioned in the said tender, instructions to bidder, construction specifications and general conditions upon estimates or certificates signed by the Engineer provided that no money shall become payable under this contract unless and until an estimate or certificate therefore shall have been signed by the Engineer as herein provided, the possession of which is hereby made a condition precedent to the Contractor's right to be paid or to maintain any action for such money or any part thereof. Provided also that "Niagara District Airport" shall not be liable to pay for any work rejected or condemned by the said

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Engineer, or to pay any money upon any estimate or certificate until the work so rejected or condemned has been replaced by new material and workmanship to written satisfaction of the Engineer, or to pay for any extras or additional material or work not included in this contract, except only in the manner and is provided for herein and in the said general conditions.

AND IT IS HEREBY EXPRESSLY PROVIDED that the granting of any estimate or certificate for the payment of any moneys hereunder shall not be an acceptance of any bad or defective work or material to which the same relates, or an admission of liability to pay any money in respect thereof, and shall in no way lessen the liability of the contractor to replace such work or material.

IN WITNESS WHEREOF the said part of the First Part has hereunto set his hand and seal the day and year above written and "Niagara District Airport" has hereunto set its Corporate Seal.

SIGNED, SEALED AND DELIVERED

in the presence of

For Parties of the First Part

SIGNED, SEALED AND DELIVERED

in the presence of

For "Niagara District Airport Commission"