

**TENDER DOCUMENTS
FOR
TOWN OF DRUMHELLER
DRUMHELLER RESILIENCY AND FLOOD MITIGATION
PRE-CONSTRUCTION TREE CLEARING
TENDER NO. DRFM-2023-01-20**



Kerr Wood Leidal Associates Ltd Project No: 3446.004

JANUARY 2023

1. INSTRUCTIONS TO PROPONENTS	3
1.1 Preparation of Tenders	3
1.2 Delivery of Tenders	3
1.3 Tender Submission	3
1.4 Tender Submission Requirements	4
1.5 Conditions of Tender	4
1.6 Acceptability of Tenders	7
1.7 Town of Drumheller Authorized Representatives - Project Enquiries	7
1.8 Omissions or Discrepancies	8
1.9 Availability of Tender Documents	8
1.10 Plans and Drawings	8
1.11 Completing Tender Forms	9
1.12 Tender Deposit	9
1.13 Site Conditions	9
1.14 Tenderer's Meeting	9
1.15 Project Scheduling and Completion of the Work	10
1.16 Subcontractors	10
1.17 Hiring of Apprentices	10
1.18 Goods and Services Tax (G.S.T.)	10
1.19 Time for Executing Contract and Damages for Failure to Execute	10
1.20 Acceptance of Tender and its Effect	10
1.21 Safety Prequalification	11
1.22 Freedom of Information and Privacy Act (FOIP)	11
1.23 Gifts and Donations	12
1.24 Agreement on Internal Trade and New West Partnership Trade Agreement	12
1.25 Liquidated Damages	12
1.26 Addenda	12
2. TENDER FORMS	13
2.1 Tender Form	13
2.2 Vendor Participation – Receipt Confirmation Form	15
2.3 Tender Submission Checklist	16
2.4 Compliance with the Specifications and Project Documentation	17
2.5 Addenda Received	18
3. SPECIFICATIONS	19
3.1 Modifications To Scope Of Work	19
3.2 Scope Of Work	19
3.3 Measurement Schedule	22
3.4 Project Scheduling and Completion	26
3.5 Work Locations	26
3.6 Work Location Restrictions	26
3.7 Work Restrictions/Milestone Dates	27
3.8 Temporary Sanitation Facilities	27
3.9 Road Restrictions / Road Bans	27
3.10 Survey By Owner's Representative	27
3.11 Work In The Vicinity Of Utilities	28
3.12 Regulatory Responsibility	28
3.13 Working Hours	28
3.14 Waste Management	28
3.15 Hazardous Materials	29
3.16 Contract Time	29
3.17 Proponent's Investigation	30
3.18 Differing Conditions	30
3.19 Contract Acceptance Procedures	31

3.20	Inspection for Performance	32
3.21	Special Provisions.....	33
4.	ADDENDA.....	34
5.	AGREEMENT.....	35
3.22	Term of Agreement	35
Article A-1	The Work.....	35
Article A-2	Contract Documents.....	35
Article A-3	Contract Price	36
Article A-4	Payment.....	36
Article A-5	Rights and Remedies	36
Article A-6	Receipt Of And Addresses For Notices	37
Article A-7	Law Of The Contract	37
Article A-8	Language Of The Contract.....	37
Article A-9	Succession.....	37

Attachments

- Project Drawings
- Haul Locations:
 - Public Works Storage Yard (117 7 Ave SE, Drumheller, AB); and
 - Landfill (2500 Highway 10 East Drumheller, AB).
- Schedule of Prices

1. INSTRUCTIONS TO PROPONENTS

1.1 PREPARATION OF TENDERS

The Drumheller Resiliency and Flood Mitigation Office (Owner) intends to award one contract for all required scopes of work. A Tender must be submitted on the forms provided. Each Proponent shall specify on the appended **Schedules of Prices** the unit price or lump sum values for separate items indicated in the Schedules and provide a total value excluding GST. Complete separately Schedules A, B, C, and D.

The Proponent shall sign their Tender correctly in ink or electronically and their post office address must be shown.

1.2 DELIVERY OF TENDERS

Proponents must submit the **Tender Forms** in addition to **all Addenda** as issued by the Issuing Office.

Submission will be received until: **2:00 pm, Local Time, Thursday February 2, 2023**

Proponents are advised that The Owner accepts no responsibility for submission delays for any reason whatsoever and submissions received after the closing time will be rejected.

Tenders must be submitted in a single email, complete with all required attachments in PDF format (maximum file size = 25Mb). Zip files will NOT be accepted. Any appendices and supporting documentation are to be provided in a separate pdf attachment(s).

To: purchasing@drumheller.ca

Subject: **Drumheller Resiliency and Flood Mitigation – PRE-CONSTRUCTION TREE CLEARING – TENDER NO. DRFM-2023-01-20**

Tender opening will be open to the public online via ZOOM. Link to be posted via addendum. Upon review of the bids, the tender results will be available electronically on Alberta Purchasing Connection (APC) and the Town of Drumheller website.

1.3 TENDER SUBMISSION

This Tender Document states the instructions for submitting Tenders and the procedures and criteria by which Proponents will be selected. Please acknowledge receipt of this tender document by emailing the Receipt Confirmation form only to the Issuing Office. A copy of the Vendor Participation – Receipt Confirmation Form is included in **Section 2 - Tender Forms**.

The Town of Drumheller (herein referred to as "The Owner") reserves the right to reject any or all Tenders. All costs incurred by Proponents in responding to this tender document are solely to the Proponent's account. Under no circumstances, including the cancellation of this tender and/or the decision not to proceed with the tendering process, will The Owner be liable for any costs incurred by the interested Proponents. Furthermore, in no way will this document suggest or constitute a contractual arrangement between the Proponents and The Owner.

The Proponent's Tender and all supporting information become the property of The Owner. All such documentation may be reproduced by The Owner, provided that such reproduction is made

solely for internal use or for any purpose required by law.

1.4 TENDER SUBMISSION REQUIREMENTS

.1 Tender Forms

- Tender Form
- Vendor Participation – Receipt Confirmation Form
- Tender Submission Checklist
- Compliance with the Specifications and Project Documentation
- Addenda Received

Schedule of Prices (included separately) – to be submitted in pdf format separately.

- Schedule A – General Requirements
- Schedule B – East Coulee
- Schedule C – Gordon Taylor Bridge
- Schedule D – Hospital Dike Extension (**OPTIONAL**)

.2 Supplemental Documentation

Refer to Tender Submission Checklist form for full list of submission requirements, including supplemental documentation.

1.5 CONDITIONS OF TENDER

All communications regarding this Tender shall be sent to the Issuing Office (Drumheller Resiliency and Flood Mitigation Office) or Authorized Representative. The Owner will assume no responsibility for oral instructions or suggestions. Should the Proponent find discrepancies in, or omissions from the specifications, or should the Proponent be in doubt as to their meaning, the Proponent shall notify the Issuing Office or Authorized Representative, who may, if necessary, send written addenda to all Proponents.

Proponents are advised that all the instructions to Proponents and General Conditions of Tender as may be supplemented herewith, must be strictly complied with. Failure to do so either in whole or in part may invalidate the Tender submitted.

It is understood that:

- The estimated quantities shown in this Tender are approximate only and are used for the purpose of comparing bids.
- No claim shall be made by the Proponent on account of any loss of anticipated profits resulting from any excess or deficiency in the estimated quantities.
- The Contractor is to complete the Unit Price for all items on the Schedule of Prices.
- Payment for work under this Contract will be made on the basis of quantities measured on the site and at the unit prices submitted, which shall be compensation in full for all the work done under the terms of the Contract.
- The prices quoted shall bear a proper relationship to the value of work done or materials

supplied.

- The Owner reserves the right to terminate or to cancel any or all portions of the work and no claim shall be made on account of any loss of anticipated profits resulting from any cancellations or terminations in this Contract.
- The Owner reserves the right to accept or reject any or all tenders and to waive irregularities and informalities at its discretion.
- The Owner reserves the right to accept a tender other than the lowest cost tender without stating reasons.
- Without limiting the generality of the foregoing, the Owner may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision including but not limited to the following:
 - any past experience with the Proponent, or lack thereof;
 - the results of any reference check done by the Owner;
 - information relating to the financial state of the Proponent, however obtained;
 - length of construction period;
 - specific time for construction.
- By the act of submitting its bid, the Proponent waives any right to contest in any legal proceeding or action the right of the Owner to award the work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons the Owner deems appropriate.

Tenders shall be properly executed in full compliance with the following:

- Tenders must be signed by the representative for the Proponent;
- if the Tender is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
- if the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;
- if the Tender is made by an individual carrying on business under a name other than his or her own, his or her business name together with the individual's name shall be printed immediately above its signature; and
- if the Tender is made by a sole proprietor who carries on business in his or her own name, the proprietor shall print his or her name immediately below his or her signature.

In accordance with approved policy of The Owner, each Proponent shall, as a condition of supplying goods and services to The Owner, make full disclosure of any of the following existing business relationships with any member of Council, Directors, or Town of Drumheller, Chief Administrative Officer:

- If a private company - Details of ownership of shares by any of the above.
- If a public company - Details of any ownership of shares, in excess of 1% of total shares issued by any of the above.
- If a partnership - Details of any partnership arrangement of any of the above.

- Details of any directorship of any of the above, unless the directorship is only by reason of the individual being a member of Council, and who has Council's authorization to vote.
- Details of any direct or indirect pecuniary interest of any of the above in the supply of such goods and services.

Disclosure, if any, of an existing business relationship shall be made in writing at time Tender submission or at the time the Proponent become, or ought to have become, aware of any such relationship.

Each Proponent shall make full disclosure of any relationship of any employee of Town of Drumheller who makes recommendations concerning the award of the Tender or any employee who may allot work to or order supplies from the awarded Tender. In addition, Proponents are to reveal details of ownership or partnership arrangements of any immediate relative employed by The Owner who alone or with other relatives hold more than a 25% interest. Failure to disclose this information may result in the rejection of the Tender and/or cancellation of the award. The Owner will not be liable for any costs incurred by the Proponent due to cancellation of the award.

The law applicable to this Tender shall be the law in effect in the Province of Alberta. Except for an appeal from an Alberta Court to the Supreme Court of Canada, no action in respect to this Tender shall be brought or maintained in any Court other than in a court of the appropriate jurisdiction of the Province of Alberta.

Other General Conditions Applicable to this Tender

Schedules, Attachments and Addenda

Any schedule and attachment to this tender document, and any subsequent addenda are incorporated into and form part of this tender. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with The Owner.

Disclaimer of Liability and Indemnity

By submitting a Tender, a Proponent agrees:

- to be responsible for conducting its own due diligence on data and information upon which its Tender is based;
- that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- that it has gathered all information necessary to perform all of its obligations under its Tender;
- that it is solely responsible for ensuring that it has all information necessary to prepare its Tender and for independently verifying and informing itself with respect to any terms or conditions that may affect its Tender;
- to hold harmless The Owner, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the tender process;
- that it shall not be entitled to claim against the Owner, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from The Owner or otherwise (including information made available by its

elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;

- that The Owner will not be responsible for any costs, expenses, losses, damages, or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Tender, or for any presentations or interviews related to the Tender, or due to The Owner's acceptance or non-acceptance of a Tender; and
- to waive any right to contest in any proceeding, case, action or application, the right of The Owner to negotiate with any Proponent for the Contract whom The Owner deems, in its sole and unfettered discretion, to have submitted the Tender most beneficial to The Owner and acknowledges that The Owner may negotiate and contract with any Proponent it desires.

Representations and Warranties

The Owner makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this tender document.

Proponents are hereby required to satisfy themselves as to the accuracy and/or completeness of the information provided in this tender.

No implied obligation of any kind by, or on behalf of, The Owner shall arise from anything contained in this tender, and the express representations and warranties contained in this tender, and made by The Owner, are and shall be the only representations and warranties that apply.

Information referenced in this tender, or otherwise made available by The Owner or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of The Owner, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to The Owner any conflict or error that it may find in the tender document. All other data is provided for informational purposes only.

1.6 ACCEPTABILITY OF TENDERS

The Proponent will be allowed to withdraw and modify his or her Tender up to **thirty (30) minutes** before the tender closing time. The modified Tender must be resubmitted in accordance with the instructions contained in **Section 1.2 Delivery of Tenders**, even if the amendment is of unit prices only.

Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, or contain additions not called for, reservations, erasures, alterations, or irregularities of any kind, may be rejected as unacceptable and rejected.

The Proponent shall fill in every item on the Tender Form. Where quantities are not given, unit prices shall only be entered.

If there is a discrepancy found between the unit prices and the total amount, the unit price will be considered as representing the intention of the Proponent.

The lowest or any Tender will not necessarily be accepted.

1.7 TOWN OF DRUMHELLER AUTHORIZED REPRESENTATIVES - PROJECT ENQUIRIES

The only persons who are, or shall be, authorized to speak or act for Town of Drumheller with

respect to this Tender, are those whose positions or names have been specifically designated in the Issuing Office. Questions or concerns regarding this tender must be received by the contact below via email before the question period deadline.

For information regarding this project, you may contact:

Kerr Wood Leidal Associates Ltd.
110 - 1212 1 Street SE
Calgary, AB, T2G 2H8
Contact: Chris Sullivan, P.Eng.
Email: CSullivan@kwl.ca

Deadline for written questions and inquiries is end of business day 4:30 pm local time on Friday January 27, 2023. The Issuing Office will formally respond to all inquiries by no later than Tuesday January 31, 2023.

1.8 OMISSIONS OR DISCREPANCIES

All communications regarding this tender shall be sent to the Issuing Office, The Owner will assume no responsibility for oral instructions or suggestions. Should the Proponent find discrepancies in, or omissions from the specifications, or should the Proponent be in doubt as to their meaning, the Proponent shall notify the Issuing Office, who may if necessary, send written addenda to all Proponents.

Should a Proponent find discrepancies in, or omissions from, the Drawings or other Tender Documents, or should a Proponent be in doubt as to their meaning, the Proponent should at once notify the Issuing Office who may send direction to all Proponents. No oral interpretations shall be made to any Proponent as to the meaning of any part of the Tender Documents. Every request for an interpretation shall be made in writing and addressed to the Issuing Office's Authorized Representative:

Kerr Wood Leidal Associates Ltd.
110 - 1212 1 Street SE
Calgary, AB, T2G 2H8
Contact: Chris Sullivan, P.Eng.
Email: CSullivan@kwl.ca

1.9 AVAILABILITY OF TENDER DOCUMENTS

Tender Documents are available in electronic format from Alberta Purchasing Connection (APC) and on the Town of Drumheller Bids and Tenders website (<https://www.drumheller.ca/do-business/tenders>). The Owner assumes no responsibility or liability for completeness of Tender Documents obtained from any other source. In the event of a discrepancy with Tender Documents obtained from any other source the Tender Documents issued above will govern.

Proponents shall promptly notify the Issuing Office upon discovery of any such omissions and/or discrepancies.

1.10 PLANS AND DRAWINGS

Plans and drawings listed in the tender document will be available with the tender package and made available through APC and on the Town of Drumheller website.

Hard copies of these documents are not available.

1.11 COMPLETING TENDER FORMS

The Schedules of Prices must be completed by:

- showing the Unit Price (where applicable), and the total for each item in the "Total Bid" column (in case of discrepancy the unit price figure will take precedence), and
- showing the tendered lump sum (where applicable) in the "Total Bid" column, and
- showing the sum of all tender item totals in the space marked "Total Tender".

The Tender must be signed by an authorized representative of the Proponent, and

- the official title of the Proponent must be shown, and
- the official seal of the Proponent must be affixed, or the signature must be witnessed.

1.12 TENDER DEPOSIT

The Tender must be accompanied by a photocopy or image of a certified cheque or bid bond made payable to the Town of Drumheller in the amount of ten percent (10%) of the total sum tendered for the work. The top two bidders shall courier the original copies of the certified cheque or bid bond to the Town of Drumheller Office within 4 business days after tending closing.

The unsuccessful Proponents' certified cheques or bid bonds will be returned as soon as possible after the award of the Contract, or, if no Contract is awarded, after such decision is reached by The Owner. The successful Proponent's certified cheque or bid bond will be returned upon receipt by The Owner of the necessary guarantee bonds.

If a bid bond is provided, it shall be issued by a Surety Company licensed to do business in the Province wherein the work is located.

The cost of the bonds shall be borne by the Contractor.

The Proponent, with his or her Tender, shall enclose a "Consent of Surety" from the Surety Company stating that it is willing to supply the bonds referred to previously. The Consent of Surety will be required whether the Proponent uses a certified cheque or bid bond.

1.13 SITE CONDITIONS

The Proponent must examine the site of the work before submitting a bid, either personally or through a representative, and satisfy him/herself as to the nature, location and access to the work site, local conditions, soil structure and topography at the site of the work, the equipment and facilities needed prior to and during the prosecution of the work, safety requirements for the work, and all other matters which can in any way affect the work under this Contract. Submission of a Tender by the Proponent acknowledges awareness of all matters that such a site inspection would reveal to the reasonable Proponent.

1.14 TENDERER'S MEETING

There will be no pre-bid meeting.

1.15 PROJECT SCHEDULING AND COMPLETION OF THE WORK

The Owner reserves the right to divide the scopes of work. The Contractor shall schedule their operations to complete all of the Work under this Contract as follows:

- **Deadline for written questions: January 27, 2023, as noted in Section 1.7**
- **Tender Close: February 2, 2023, as noted in Section 1.2**
- Clearing and disposal of elm trees must be completed by March 24, 2023
- Clearing, mulching, and hauling of remaining trees must be completed by April 15, 2023
 - Grubbing not required
 - Stumps to remain to be 0.25m in height or less
- Site clean-up must be completed by April 15, 2023

1.16 SUBCONTRACTORS

The Contractor named in the Agreement is solely responsible for all work under the Contract and for the allocation of work to Subcontractors.

The Contractor is responsible for the administration of all Subcontractors. All disputes as to the scope of work to be carried out by the various Subcontractors shall be the responsibility of the Contractor, so that all work is carried out to the satisfaction of the Consultant. No claims for Extras will be allowed on the basis that a Subcontractor did not include same in their scope of work due to any subdivision of the work expressed or implied in the Plans or Specifications.

1.17 HIRING OF APPRENTICES

The Government of Alberta encourages all Proponents to consider employing apprentices on public sector construction projects. To find out more about hiring an apprentice and the supports available for their training, please visit <http://tradesecrets.alberta.ca/>.

1.18 GOODS AND SERVICES TAX (G.S.T.)

Tender prices are to be submitted G.S.T. exempt. Appropriate adjustments for G.S.T. will be added to the total tendered amounts by The Owner, if required.

1.19 TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

Tenders shall be open for acceptance by the Owner for **thirty (30) days** after the tender closing date. Any Proponent whose Tender is accepted within the time set out above, will be required to execute the Contract.

1.20 ACCEPTANCE OF TENDER AND ITS EFFECT

The acceptance of the Tender shall bind the successful Proponent to execute the Contract. Refer to **Section 3.19 – Contract Acceptance Procedures**.

If the Consultant, after acceptance of the Tender but before execution of the Contract, objects to any Subcontractor proposed to be employed by the successful Proponent in the performance of

the Contract, and the Contractor refuses or neglects to nominate another Subcontractor, acceptable to the Consultant, the Tender may be rejected.

1.21 SAFETY PREQUALIFICATION

Contracts will only be awarded to Proponents who, prior to the time fixed for receiving tenders, possess a safety certification, as issued by the Alberta Construction Safety Association (ACSA) or another certifying partner authorized by the Alberta Ministry of Labour to issue CORs, TLCs, or CORELs OR are provide evidence that the certification process has been initiated and is underway to, at minimum, "Step 2. Implement a health and safety management system" according to the Government of Alberta's outlined process "How to get a COR" (<https://www.alberta.ca/get-certificate-recognition.aspx>). Possession of a Certificate of Recognition other than a standard COR, TCL, or COREL, such as a Small Employer Certificate of Recognition (SECOR) is not acceptable.

Acceptable certifications include:

- a valid Certificate of Recognition (COR);
- a valid Temporary Letter of Certification (TLC) for a standard COR; or
- a valid COR Equivalency Letter (COREL) for out of province Proponents;
- The COR, TLC, or COREL must be relevant to the work.

Prospective Proponents who do not possess a COR, a TLC for standard COR, or a COREL and wish to obtain information about obtaining one, are advised to contact The Alberta Construction Safety Association (contact information below) or another certifying partner authorized by the Alberta Ministry of Labour.

The Alberta Construction Safety Association
225 Parsons Rd. SW | Edmonton, AB | T6X 0W6
Telephone: (780) 453-3311 or (Toll Free) 1-800-661-2272
Web Site: www.acsa-safety.org
E-mail: edmonton@acsa-safety.org

It is the Proponent's responsibility to ensure his or her registration in the program is properly documented with the issuing certifying partner and The Owner will assume no liability for errors or omission in the regard. The Proponent shall submit copies of valid safety certification with the Tender submission.

1.22 FREEDOM OF INFORMATION AND PRIVACY ACT (FOIP)

The Owner acknowledges that each Tender may contain information in the nature of a Proponent's trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The Owner acknowledges and agrees that Tenders in response to this Request for Tender are provided in confidence and protected from disclosure to the extent permitted under law. The Owner is bound by the Freedom of Information and Privacy Act (Alberta) and all documents submitted to The Owner will be subject to this protection and all disclosure provisions of this legislation.

1.23 GIFTS AND DONATIONS

The successful Proponent shall ensure that no representative of the successful Proponent shall extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of The Owner. The successful Proponent shall report to the Issuing Office, any attempt by The Owner's employees to obtain such favors.

1.24 AGREEMENT ON INTERNAL TRADE AND NEW WEST PARTNERSHIP TRADE AGREEMENT

The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, ("AIT") and the New West Partnership Trade Agreement ("NWPTA") apply to this Tender.

1.25 LIQUIDATED DAMAGES

Liquidated Damages will not be applicable to this Work.

1.26 ADDENDA

Addenda, when issued, form part of the Tender Documents. The Proponent shall acknowledge receipt of each addendum in the space provided on the Tender forms. The individual items included in the addendum shall be added, deleted, or changed in accordance with the instructions contained in the addendum letter. A copy of each addendum will be inserted into the Contract document.

During the tendering period all Addenda issued by the Issuing Office will be sent by email to the Proponents to the address of each party recorded by the Issuing Office and will be available in electronic format from the APC and on the Town of Drumheller website.

Proponents who have obtained Tender Documents from any source other than the Issuing Office, will not receive the Addenda. Notwithstanding any other provision of this Tender, each Proponent must ascertain, prior to the time fixed for receiving tenders, that it has received all Addenda issued by the Issuing Office.

2. TENDER FORMS

2.1 TENDER FORM

The Undersigned (also referred to as the "Proponent" and the "Contractor"), having carefully reviewed and accepted the Conditions of Tender, having read the Contract Documents and having inspected the site, hereby agrees to execute and complete the Work contemplated in strict accordance with the said Contract documents at the prices stipulated in the Schedule of Prices.

The undersigned Proponent hereby provides the attached Tender Submission to perform the project/work as described, subject to acceptance and successful negotiation of a contract suitable to the Town of Drumheller.

The _____, Sureties are willing to provide a Performance Bond and a Labour and Materials Bond each in the amount of **50 percent (50%)** of the total amount tendered. The "Consent of Surety" form to this effect is complete. The Owner may choose to retain the bid securities in lieu of Performance Bond and Labour and Material Bonds.

Accompanying this Tender is the completed "Consent of Surety" along with a certified cheque or bid bond in the amount of **10 percent (10%)** of the total amount tendered for the Work.

If our Tender is accepted, we agree to commence the Work by the ____ day of _____, and to complete the Work on or before the ____ day of _____, or such later date as the Owner may for any reason determine.

It is understood that if this Tender is accepted within **thirty (30) days** of the time stated for Tender closing date, and if the Proponent fails or declines to enter into a Contract in accordance with the terms of the Tender, the Proponent's certified cheque or bid bond shall be forfeited to the Owner as an accepted and agreed determination of the damages to which the Owner may be entitled by reason of the Proponent's failure or refusal to enter into such Contract.

Contractor's Signature

Contractor's Name (Proponent)

Print Name

Witness or Seal

Position in Company

Date

Address

2.2 VENDOR PARTICIPATION – RECEIPT CONFIRMATION FORM

Please complete this form and email IMMEDIATELY to:

Town of Drumheller
Resiliency and Flood Mitigation Office
702 Premier Way
Drumheller, Alberta
T0J 0Y0

Attention: Deighen Blakely, P.Eng., Project Director

Email: purchasing@drumheller.ca

Failure to return these forms MAY result in a termination of communication regarding this Tender.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ PROVINCE: _____ POSTAL CODE: _____

CONTACT PERSON: _____

PHONE NO: _____ FAX NO: _____

EMAIL ADDRESS: _____

I have received a copy of the above noted Tender.

Yes, I will be responding to this Tender. I understand any further correspondence will be made via email correspondence.

I agree to have DRFMO send further correspondence that it deems to be of an urgent nature by the following method: Email

No, I will not be responding to this Tender. I understand that if I do not submit a Tender, this will not affect our company's status as a potential Proponent to Town of Drumheller in the future. I also understand that if I do not return this form, our company will not receive any further notices with regard to this Tender.

SIGNATURE: _____

TITLE: _____ DATE: _____

2.3 TENDER SUBMISSION CHECKLIST

FORMS

- 2.1 – TENDER FORM**
- 2.2 – VENDOR PARTICIPATION – RECEIPT CONFIRMATION FORM**
- 2.3 – TENDER SUBMISSION CHECKLIST**
- 2.4 – COMPLIANCE WITH THE SPECIFICATIONS AND PROJECT DOCUMENTATION**
- 2.5 – ADDENDA RECEIVED**

SCHEDULE OF PRICES (included separately)

- Schedule A – General Requirements
- Schedule B – East Coulee
- Schedule C – Gordon Taylor Bridge
- Schedule D – Hospital Dike Extension **(OPTIONAL)**

SUPPORTING DOCUMENTATION

- PROOF OF TENDER DEPOSIT**
- CONSENT OF SURETY [PERFORMANCE + MATERIALS BOND, IF AWARDED]**
- PROOF OF LIABILITY INSURANCE**
- PROOF OF COR, TLC, COREL or EQUIVALENT**

2.4 COMPLIANCE WITH THE SPECIFICATIONS AND PROJECT DOCUMENTATION

This form must be completed and signed to constitute a formal Tender.

We have examined these Specifications, Drawings, and Plans, and we thoroughly and fully understand all conditions that do or can affect the Work to be done. We hereby certify that the Work offered in our Tender complies in every respect to the Owner's Specifications and Project Documentation.

Contractor's Name (Print)

Witness

Signature or Seal of Contractor
(Proponent)

Print Name

Position in Company

Alberta Construction Safety
Association Number or Equivalent
Safety Certification Number
mandatory

Date

2.5 ADDENDA RECEIVED

(All Addenda Must be returned with tender submission)

Addendum:

#1 _____
Date Received

#2 _____
Date Received

#3 _____
Date Received

#4 _____
Date Received

#5 _____
Date Received

Contractor's Representative Signature

Print Name

Position in Company

Contractor's Name (Proponent)

Date

3. SPECIFICATIONS

The specifications for the work, which shall form part of the Contract Agreement.

3.1 MODIFICATIONS TO SCOPE OF WORK

- .1 The Owner shall be entitled to increase or reduce the Scope of Work due to budgetary constraints or for any reason whatsoever upon the Owner providing written notice to the successful Contractor. If this is necessary, the actual type of work acceptably completed will be paid at the applicable prices bid shown in the Unit Price Schedule.
- .2 The Owner shall be entitled to remove Schedule D – Hospital Dike Extension **(OPTIONAL)** which is contingent on discussions with private landowners. The Town makes no guarantees that this work will be completed.

3.2 SCOPE OF WORK

.1 SUBMITTALS

- .1 Submit a Work Plan to the Drumheller Resiliency and Flood Mitigation Office (DRFMO) outlining schedule and considerations for black knot fungus and Dutch elm disease. As part of the Work Plan the Contractor shall detail their proposed black knot fungus control measures for removal and hauling of any black knot found on Site. Details shall include any control measures recommended by the Municipality's Agricultural Fieldman.
- .2 Submit a site-specific Health and Safety Plan to the Drumheller Resiliency and Flood Mitigation Office (DRFMO).
- .3 Submit an ECO Plan to the Town of Drumheller Resiliency and Flood Mitigation Office (DRFMO).
- .4 Submit a Haul Route Plan to the Town of Drumheller Resiliency and Flood Mitigation Office (DRFMO).

.2 PREPARATION

- .1 Protect trees, shrubs, and other vegetation within the specified site clearing and grubbing areas that are designated to remain in place, against unnecessary cutting, breaking, and any other damage.
- .2 Protect from damage, fences, roadways, and other existing site improvements within the specified site clearing and grubbing areas that are designated to remain in place.
- .3 Protect survey reference points from damage.
- .4 All equipment entering the project site must be cleaned before arrival to

prevent the spread of weed species.

.3 TREE AND BRUSH REMOVAL

- .1 Remain in compliance with the *Migratory Birds Convention Act* and the *Alberta Wildlife Act*. Consultant to conduct wildlife sweeps prior to commencement of clearing. Contractor to provide a minimum of 7 days' notice to the Consultant prior to commencing clearing.
- .2 Removal of all trees and shrubs within the footprint of the planned construction of flood mitigations. Refer to **Section 3.3 Measurement Schedule**, the **Schedules or Prices**, and **Attached Drawings**.
- .3 Tree roots and stumps to remain intact. Remaining stumps are to be 0.25m in height or less. Brush and other remaining vegetation to be cleared.
- .4 For trees that are designated to remain adjacent to the construction footprint, no trimming is required (i.e., overhanging branches and trunks, excluding deadfall, originating from stumps based outside of the construction footprint are not the Contractor's responsibility and are to be left as is on site).

.5 Black Knot Fungus

To control the spread of black knot fungus, caused by *Dibotryon morbosum* or *Apiosporina morbosa*. Removing and destroying wood infected with black knot fungus is the only way to control the disease once it is present. If black knot fungus is identified, the diseased wood must be immediately removed and hauled to landfill to prevent spread of spores. Burning is not permitted.

.6 Dutch Elm Disease

To control the spread of Dutch elm disease, caused by *Ophiostoma ulmi* or *Ophiostoma nova-ulmi*, European elm bark beetle (*Scolytus multistriatus*) and native elm bark beetle (*Hylurgopinus rufipes*), contractors must develop and implement a site- and species-specific Dutch elm disease management plan in accordance with the *Agricultural Pests Act* (R.S.A. 2000, c. A-8), the Pest and Nuisance Control Regulation, and Alberta's Dutch Elm Disease Response Plan.

The Contractor shall carry out his or her operations in accordance with the provisions in the Alberta Government Dutch Elm Disease Prevention and Control Plan and the Best Management Practices outlined in the Alberta Dutch Elm Disease Prevention and Control Plan Management Plan which is available on-line at the following location:

<http://www.alberta.ca/dutch-elm-disease.aspx>

<http://www.alberta.ca/dutch-elm-disease-prevention-what-you-can-do.aspx>

Removing and destroying wood infected with Dutch elm disease / European elm bark beetle / native elm bark beetle is the only way to control the disease once it is present. If Dutch elm disease / European elm bark beetle / native elm bark beetle is identified, the diseased wood must be immediately removed and buried to prevent spread. All felled elm trees are to be hauled to the landfill to err on the side of caution. Additionally, the remaining elm tree stumps are to be grinded.

Report all suspect infected trees immediately to the STOPPED Hotline at 1-877-837-ELMS (3567).

As part of the Work Plan, the Contractor shall detail his or her proposed Dutch Elm Disease/ European elm bark beetle / native elm bark beetle control and removal measures. Details shall include any control measures recommended by the Municipality's Agricultural Fieldman.

- .7 Trunks (>0.25m in diameter), large branches (>0.25m in diameter), and deadfall (>0.25m in diameter) to be cut into firewood of 0.40m (16") or less lengths and hauled to the Public Works Storage Yard (117 7 Ave SE, Drumheller, AB). All work associated with hauling, dumping, and temporary stockpiling to be Contractor's responsibility.
- .8 Trunks (<0.25m in diameter), small branches (<0.25m in diameter), deadfall (<0.25m in diameter), and shrubs are to be mulched on site and the mulched material is to be hauled to the Public Works Storage Yard (117 7 Ave SE, Drumheller, AB). All work associated with hauling, dumping, and piling to be Contractor's responsibility.
- .9 Protect and do not remove designated elements (e.g., memorial objects, electrical pedestals) for residents to access. Contractor is responsible for protection of designated elements.
- .10 DISPOSAL OF TREES AND BRUSH

Firewood and mulch is to be transported to the Public Works Storage Yard (117 7 Ave SE, Drumheller, AB).

Burning is not permitted at the clearing Site. Black knot infected wood is to be hauled to landfill to prevent spread of spores.

Elm wood is to be disposed at the landfill immediately after felling. The landfill is located at 2500 Highway 10 East Drumheller, AB. Contractor to coordinate landfill disposal with Sonya Adams, Landfill Manager at (403) 823-1345. The landfill requires a 1-hour notice prior to arrival at the dump. Note that trees cannot be delivered to the dump under rainy conditions.

3.3 MEASUREMENT SCHEDULE

.1 SCOPES OF WORK, MEASUREMENT AND PAYMENT

ITEM NO.	ITEM NAME	SECTION	SCOPE, MEASUREMENT, AND PAYMENT
1.1	Mobilization, Demobilization and Contract Management	3.2	<p>.1 Scope: Mobilization includes supplying and transporting to the Site, labour, equipment, products and incidentals; providing and maintaining temporary facilities and controls, utilities, contract identification sign, and other components necessary for Contractor's methods carried out during performance of the Contract; and all related work and materials for which payment is not included elsewhere. Item also includes the submission of the black knot and Dutch elm disease work plan. Item also includes submission of ECO-Plan, Haul-route plan and site-specific Health and Safety plan.</p> <p>Demobilization includes removing and transporting from the Site, labour, equipment, products, and other items not required to remain upon Total Performance of the Work; cleaning of the Site; and all related work and materials for which payment is not included elsewhere.</p> <p>.2 Payment: Lump Sum paid in accordance with the following schedule. The total amount of such payments shall not exceed the amount bid for this item.</p>

ITEM NO.	ITEM NAME	SECTION	SCOPE, MEASUREMENT, AND PAYMENT
		<p style="text-align: center;">3.2</p> <p style="text-align: center;">3.2</p> <p style="text-align: center;">3.2</p> <p style="text-align: center;">3.2</p>	<p>.1 Payment of 25% of the Lump Sum amount after completion of Work for 5% of the Contract Bid amount.</p> <p>.2 Payment of another 25% of the Lump Sum amount after completion of Work for 25% of the Contract Bid amount.</p> <p>.3 Payment of another 25% of the Lump Sum amount after completion of Work for 50% of the Contract Bid amount.</p> <p>.4 Payment of another 25% of the Lump Sum amount after completion of all Work of the Contract and issuance of the Construction Completion Certificate.</p>
<p>2.1, 3.1, 4.1, 4.2</p>	<p>Elm Tree Removal</p>	<p>3.2.3.5 & 3.2.3.6</p>	<p>.1 Scope: Cut and remove elm trees within the flood mitigation berm footprint. All elm wood must be immediately removed to prevent spread of infection. Burning is not permitted.</p> <p>All elm wood and debris to be loaded, hauled, and disposed at the landfill. Town of Drumheller will be invoiced separately and pay tipping fees directly to Landfill.</p> <p>All cutting and disposal of elm wood to be completed before March 24, 2023.</p> <p>Elm wood to be disposed at landfill immediately after felling. Landfill is located at 2500 Highway 10 East Drumheller, AB.</p> <p>.2 Payment: Payment calculated on per tree basis as per Schedule of Prices.</p>

ITEM NO.	ITEM NAME	SECTION	SCOPE, MEASUREMENT, AND PAYMENT
<p>2.2, 2.3, 2.4, 3.2, 3.3, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8,</p>	<p style="text-align: center;">Tree and Brush Removal</p>	<p style="text-align: center;">3.2.3,</p>	<p>.1 Scope: Cut and remove of all trees and shrubs within the footprint of the planned construction of flood mitigations.</p> <p>All wood (trunks > 0.25m in height, large branches > 0.25m in diameter, and deadfall > 0.25m) greater than 0.25m in diameter to be cut into firewood of 0.40m or less lengths and hauled to the Public Works Storage Yard (117 7 Ave SE, Drumheller, AB).</p> <p>If black knot fungus is identified, the diseased wood must be immediately hauled to the landfill to prevent the spread of spores. No burning is permitted.</p> <p>All shrubs and wood less than 25 cm in diameter to be mulched onsite at the clearing locations. Mulch to be loaded and transported to the Public Works Storage Yard (117 7 Ave SE, Drumheller, AB).</p> <p>All cutting and disposal of tree and brush clearing to be completed before April 15, 2023.</p> <p>Any trees or brush containing Black Knot Fungus to be disposed at landfill immediately after felling. Landfill is located at 2500 Highway 10 East Drumheller, AB.</p> <p>If a portion of deadfall lays within the construction limits, the full deadfall shall be removed. Based on the deadfall diameter, it will need to be either bucked for firewood or mulched.</p> <p>.2 Payment: Payment calculated on per tree basis as per Schedule of Prices.</p>

ITEM NO.	ITEM NAME	SECTION	SCOPE, MEASUREMENT, AND PAYMENT
<p>2.2, 3.4, 4.9</p>	<p>Brush Clearing</p>	<p>3.2.3</p>	<p>.1 Scope: Shrubs, forbs and other vegetation remaining after felling and clearing of trees to be cleared and mulched.</p> <p>Mulch to be loaded and transported to the Public Works Storage Yard (117 7 Ave SE, Drumheller, AB).</p> <p>.2 Payment: Payment calculated on per square area basis as per Schedule of Prices.</p>

3.4 PROJECT SCHEDULING AND COMPLETION

- .1 The Contractor shall schedule his or her operations to complete all of the Work under this Contract as follows:
 - **Deadline for written questions: January 27, 2023, as noted in Section 1.7**
 - **Tender Close: February 2, 2023, as noted in Section 1.2**
 - Clearing and disposal of elm trees must be completed by March 24, 2023
 - Clearing, mulching, and hauling of remaining trees must be completed by April 15, 2023
 - Grubbing not required
 - Stumps to remain are to be 0.25m in height or less
 - Site clean-up must be completed by April 15, 2023

3.5 WORK LOCATIONS

- .1 The Clearing sites of the work of this Contract are located within the Town of Drumheller along the south perimeter of the Hospital extending to 9th Street NW, (Michichi Creek West Berm), adjacent to the Gordon Taylor Bridge (Michichi Creek East Berm), and East Coulee Berm. The Michichi Creek West Berm and Michichi Creek East Berm are located in North Drumheller. The East Coulee Berm is located in East Coulee.

3.6 WORK LOCATION RESTRICTIONS

- .1 Prior to the commencement of their operations, the Contractor shall consult with the Consultant to determine the location of properties with construction restrictions and conduct his or her operations accordingly.
- .2 The following properties currently have construction restrictions:
 - Provincial crown land which requires a Temporary Field Authorizations (TFA) which are being obtained by the Owner representative.

At this time, please assume all approvals for access will be obtained prior to the commencement of work. The Town will work with the Contractor at the time of construction to discuss any potential changes to the scope of work.
- .3 If the restricted properties are still not available by the time the contractor has completed all other work, The Owner reserves the right to either:
 - Modify the design and construction as required;
 - Delete the affected portion of the work from the Contract.

At this time, please assume all approvals for access will be obtained prior to the

commencement of work. The Town will work with the Contractor at the time of construction to discuss any potential changes to the scope of work.

- .4 All work items actually completed will be paid for at the applicable contract unit prices. Adjustments to the unit prices are discussed in Section 3.18.5.

3.7 WORK RESTRICTIONS/MILESTONE DATES

- .1 Felling and trimming of elm trees cannot be conducted between April 1 and September 30.
- .2 Clearing cannot be conducted without an additional pre-disturbance after April 15.
- .3 Attain Substantial Performance of the Work by April 15, 2023.
- .4 Attain Total Performance of the Work by April 30, 2023.

3.8 TEMPORARY SANITATION FACILITIES

- .1 Provide and pay for separate sanitation facilities for male and female workers on the Site in accordance with the requirements of the local health authorities.
- .2 Provide toiletry consumables and maintain sanitation facilities in a clean condition.
- .3 Arrange and pay for costs of sanitation facility maintenance and waste removal.

3.9 ROAD RESTRICTIONS / ROAD BANS

- .1 The Contractor is advised that all Alberta Transportation provincial road restrictions / road bans and Town of Drumheller local road restrictions / road bans on hauls roads to and from the project shall be enforced. No extra payment will be made for hauling of materials under road ban conditions.
- .2 Information on provincial Alberta Transportation road bans can be obtained by call 1-855-762-3226 or by visiting Alberta Transportation’s web site at www.alberta.ca/road-restrictions-and-bans-overview.aspx
- .3 Information on local Town of Drumheller road bans can be obtained by calling Roadata Services at 1-888-830-7623.
- .4 Submit a Haul Route Plan to the Town of Drumheller Resiliency and Flood Mitigation Office (DRFMO).

3.10 SURVEY BY OWNER’S REPRESENTATIVE

- .1 The Consultant is to perform the following survey work:
 - o Identification of trees to be removed using paint markings or survey lathe.

- .2 The Contractor shall have no claim against the Owner for any adjustment to his or her schedule due to the availability of the Owner's Representative survey work. No additional compensation will be paid by the Owner for any delay, inconvenience or damage sustained by the Contractor which is caused by the adjustment to the Contractor's schedule due to the availability of the Owner's Representative survey team.

3.11 WORK IN THE VICINITY OF UTILITIES

- .1 The Contractor shall arrange for locating utilities where required. The Contractor will be responsible for and will conduct their work in such a manner as to safeguard all communication / telephone lines, power lines, gas lines, water lines, sanitary lines, and oil pipelines within the limits of this project. It is also the Contractor's responsibility to maintain liaison with the utility owners and take all other precautions to maintain the utility services.
- .2 There will be no separate payment for locating and protection of utilities; all costs associated with this work shall be considered incidental to this Contract.

3.12 REGULATORY RESPONSIBILITY

- .1 Remain in compliance with Provincial and Federal Regulatory Laws and Requirements and pay all fees and give all notices required by them.
- .2 The DRFMO will obtain the approvals necessary for the Project that involve agreement between the Minister and the regulatory agency having jurisdiction.

3.13 WORKING HOURS

- .1 Contractor shall adhere to Town of Drumheller Community Standards Bylaw No. 16-10 for working hours.
- .2 The Contractor shall abide by all Federal, Provincial, and Town of Drumheller regulations regarding the noise level generated by the Contractor's operations or equipment.

3.14 WASTE MANAGEMENT

- .1 Remove clearing waste from the Site unless otherwise specified. Dispose of such waste at the waste disposal facility as directed by the contract.
- .2 Do not burn, bury, or otherwise discharge construction or demolition waste on the Site.
- .3 Do not divert, alter, or disrupt water flows in rivers, streams, and other surface bodies of water.

- .4 Prevent bark, slash, wood chips, sawdust, ashes, organic debris, topsoil, fuel and lubricants, or other substances harmful to aquatic life from entering a river, stream, or other surface bodies of water.

3.15 HAZARDOUS MATERIALS

- .1 Transport hazardous materials to and from the Site in accordance with Regulatory Requirements.
- .2 Use and store hazardous materials in accordance with Regulatory Requirements.
- .3 Remove spilled hazardous materials, including hazardous liquid wastes, in accordance with Regulatory Requirements, and reclaim land and other property. Report spills to the DRFMO and Alberta Environment and Parks (1-800-222-6514).
- .4 Dispose of hazardous waste materials, including hazardous liquid wastes, in accordance with Regulatory Requirements.
- .5 Handling of Construction Equipment Fuels and Lubricants:
 - Employ persons qualified to handle Construction Equipment fuels and lubricants.
 - Carry, at minimum, the following protection materials in all fuel and service vehicles:
 - 10 kg of suitable sorbent material.
 - 30 m² of 6 mil polyethylene.
 - A shovel.
 - An empty fuel barrel with the lid removed.
 - Refuel and service equipment away from rivers, streams, and other surface bodies of water. Ensure equipment that enters the water is free from external grease, oil and mud.
 - Prevent handling and fueling operations from contaminating the ground, surface water, and ground water. Use containment berms and an impermeable base course or other system to contain spilled fuel.
 - Clearly mark and barricade fuel storage areas and non-portable transfer lines. Use markers that are visible under all weather conditions.
 - Store waste Construction Equipment lubricants in a tank or closed container and dispose of off-Site in accordance with the Regulatory Requirements.

3.16 CONTRACT TIME

- .1 The Contract will commence on the date on which the Letter of Acceptance is issued.

- .2 Attain Total Performance of the Work by April 30, 2023, except for the following.
 - o Final clean-up
 - o Contract Record Documents Submission
- .3 The Town reserves the right to possibly extend the contract to 2024 and 2025.

3.17 PROPONENT'S INVESTIGATION

- .1 The Proponent is responsible for examining the Plans, Specifications, Tender and Contract forms and to carefully investigate and satisfy itself of every condition affecting the Projects and Site including, but not limited to, the site conditions, and the Work to be provided. The contractor acknowledges and agrees that its submission of a tender is conclusive evidence that the Contractor made such investigation and that whether or not it has so investigated, it is willing to assume and does assume all risk regarding conditions affecting the Project and the Site.
- .2 The Contractor acknowledges and agrees that any information pertaining to vegetation to be removed shown on the drawings has been obtained for design purposes and is valid only at the specific locations on the date that the tree inventory took place. Proponents may wish to supplement this information, for their purposes, by performing their own field verifications.

3.18 DIFFERING CONDITIONS

- .1 If, during the execution of the Work, the Contractor encounters vegetation or elements not identified for protection (e.g.s. memorial object, utility infrastructure) then the Contractor must notify the Consultant and Owner promptly, before such conditions are disturbed. In any event the Contractor must give written notice to the Consultant and Owner within one (1) calendar day after first observance of the conditions. On receipt of such notice from the Contractor, the Consultant will promptly investigate such conditions. Failure to provide written notice within the prescribed time period will preclude the Contractor from proceeding under this section.
- .2 If the Consultant or Owner notice potential differing conditions, the Consultant will give notice to the Contractor that Consultant will investigate such conditions.
- .3 If as a result of the Consultant's investigation, the Consultant determines that a differing condition exists, which would cause or result in an increase or decrease to the scope of the Work, the cost to be incurred by the Contractor, or in the time required to perform the Work, then the Consultant may recommend to the Owner for the Owner's consideration, one or more of the following:
 - o Provide instruction to the Contractor on how to proceed including, but not limited to, removing all or a portion of the Work, revisiting all or a portion of the Work, or continuing the Work as set out in the Contract.

- Adjust the amount of payment for the Work or reduce the amount to be paid under the Contract. Additional costs will be based on unit rates as set out in the Contract, or as negotiated as appropriate.
- .4 Upon encountering differing conditions, the Contractor is responsible for implementing measures to reduce impacts related to these conditions. The Contractor is not entitled to payment for that portion of costs incurred which could have been reasonably avoided by the Contractor.
- .5 The Owner and the Contractor may agree to adjust a unit price contained in the Contract if all the below are met:
 - I. The actual quantity of a unit price bid item exceeds or falls short of the estimated quantity specified in the Unit Price Schedule by more than 15%;
 - II. it is determined to be a major bid item under the following conditions:
 - a. for quantity over-runs; based on the actual quantity unit price bid item provided multiplied by the unit price contained in the Unit Price Schedule, if this amount exceeds 15% of the original Total Tender amount shown in the Unit Price Schedule for the unit price bid item; or
 - b. for quantity under-runs; based on the estimated quantity multiplied by the unit price contained in the Unit Price Schedule, if this amount exceeds 15% of the original Total Tender amount shown in the Unit Price Schedule for the unit price bid item;
 - III. there is no off-setting adjustment with respect to the quantity of any other unit price bid item; and
 - IV. if, the Contractor shows that he has incurred significant additional expense as a result thereof and the Owner accepts that the quantity variation entitles the Contractor to an adjustment in the rate or price.

3.19 CONTRACT ACCEPTANCE PROCEDURES

- .1 Prerequisites to Substantial Performance - Prior to requesting the DRFMO's inspection for Substantial Performance carry out the following:
 - Correct all Contract Deficiencies.
 - Complete the Work and have it ready for the purpose intended
 - Review the Contract Documents and inspect the Work to confirm that prerequisites to Substantial Performance have been fulfilled and that the Work is ready for inspection for Substantial Performance.

3.20 **INSPECTION FOR PERFORMANCE**

- .1 Submit a written request to the DRFMO for inspection for Substantial Performance, certifying that prerequisites have been fulfilled and specifying known exceptions in the form of a list of items to be completed, corrected, or submitted.
- .2 The DRFMO will, within a reasonable time after receipt of the Contractor's request:
 - Proceed with the inspection; or
 - Advise the Contractor that prerequisites are not adequately fulfilled.
- .3 Results of the DRFMO's inspection for Substantial Performance will form the Substantial Performance Contract Deficiency List (SPC Deficiency List).
- .4 **SUBSTANTIAL PERFORMANCE OF THE WORK**
 - Following the inspection, the DRFMO will:
 - Issue a Certificate of Substantial Performance of the Work stating the effective date of Substantial Performance, with a copy of the SPC Deficiency List attached; or
 - Advise the Contractor that prerequisites to Substantial Performance are not fulfilled and repeat the inspection for Substantial Performance as necessary.
- .5 **PREREQUISITES TO TOTAL PERFORMANCE**
 - Prior to requesting the DRFMO's inspection for Total Performance carry out the following:
 - Perform the entire Work, including the correction of all Contract Deficiencies, except those items arising from the warranty provisions of the Contract Documents.
 - Review the Contract Documents and inspect the Work to confirm that prerequisites to Total Performance have been met and that the Work is ready for inspection for Total Performance.
- .6 **INSPECTION FOR TOTAL PERFORMANCE**
 - Submit a written request to the DRFMO for inspection for Total Performance, including a copy of the DRFMO's most recent SPC Deficiency List, and certify that each Contract Deficiency has been corrected or otherwise resolved in a manner agreed to between the DRFMO and the Contractor. List known exceptions, if any, in the request.
 - The DRFMO will, within a reasonable time after receipt of the Contractor's request:
 - Proceed with the inspection; or
 - Advise the Contractor that prerequisites are not adequately fulfilled.
- .7 **TOTAL PERFORMANCE OF THE WORK**
 - Following the inspection, the DRFMO will:
 - Issue a Certificate of Total Performance of the Work, stating the effective date of Total Performance; or

- Advise the Contractor of Contract Deficiencies that must be corrected prior to issuance of a Certificate of Total Performance of the Work.

4. ADDENDA

(Attach addenda, if any, behind this page.)

5. AGREEMENT

This Agreement made on the _____ day of _____ in the year **Two Thousand Twenty Three**

by and between **Town of Drumheller**
hereinafter called the **"Owner"**

and
hereinafter called the **"Contractor"**

witnesses that the parties agree as follows:

3.21 **TERM OF AGREEMENT**

The Term of Agreement will commence on the date on which the Letter of Acceptance is issued and shall be for three (3) calendar years. The Town reserves the right to extend the Agreement for a maximum of two (2) additional calendar years.

ARTICLE A-1 THE WORK

The Contractor shall:

Perform the Work required by the Contract Documents for **Town of Drumheller Resiliency and Flood Mitigation** which have been signed by the parties, and which were prepared by **Kerr Wood Leidal Associates Ltd.**

- (a) Acting as and hereinafter called **"Consultant"** and
- (b) Do and fulfill everything indicated by this Agreement, and
- (c) Attain Final Acceptance of the Work, as certified by the Consultant, by the **30th day of April, 2023.**

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.

1. Instructions to Proponents
 2. Tender Forms
 3. Specifications
 4. Addenda
 5. Agreement
 6. Attachments
- Schedules of Prices

ARTICLE A-3 CONTRACT PRICE

The quantities shown in the **Schedules of 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 Contract Unit Prices, together with any adjustments that are made in accordance with the provisions of the Contract Documents.

- (a) The Estimated Contract Price shall be the sum of the products of the estimated quantities and the appropriate Contract Unit Prices in the Schedules of Prices.

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 Unit Price Schedule 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 **10% holdback**, the Owner shall:

- (1) Make progress payments to the Contractor on account of the work performed as certified by the Consultant, which will become due and payable 45 days following the cut-off date of the progress certificate, (which unless agreed to differently, will be the 25th day of the month), and
- (2) Upon Final Construction Acceptance of the Work as certified by the Consultant pay to the Contractor the unpaid balance of holdback monies then due, and
- (3) Upon termination of the warranty period as certified by the Consultant pay to the Contractor the unpaid balance of monies then due.

(c) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest of **three percent (3%)** 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, Consultant 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 Consultant 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 post or by telegram, to have been delivered within five (5) working days of the date of mailing, dispatch or of delivery to the telegraph company when addressed as follows:

The Owner at **Deighen Blakely, P.Eng., Project Director**
Drumheller Resiliency and Flood Mitigation Office
702 Premier Way
Drumheller AB T0J 0Y0

The Contractor at

The Consultant at **Chris Sullivan, P.Eng.**
Kerr Wood Leidal Associates Ltd.
100 – 1212 1 Street SE
Calgary, AB, T2G 2H8

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; ce marche est redige en anglais a la demande de toutes les parties.

ARTICLE A-9 SUCCESSION

The General Specifications of the Contract, and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED

in the presence of:

OWNER

TOWN OF DRUMHELLER

Name

Signature

print name and title

Signature

print name and title

Date

CONTRACTOR

Name

Signature

print name and title

Date

Witness

print name and title

Witness

print name and title

N.B. Where legal jurisdiction, local practice, or Owner or Contractor requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the corporation or partnership, parties to this Agreement, should be attached.