

TENDER DOCUMENTS

FOR

TOWN OF DRUMHELLER

**DRUMHELLER RESILIENCY AND FLOOD MITIGATION
TREE | SHRUB PROCUREMENT AND PLANTING
TENDER NO. DRFM-2022-11-01**

**TENDER SUBMISSIONS ACCEPTED BY:
2:00pm, Local Time, Thursday November 24, 2022**



NOVEMBER 2022

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ATTACHMENTS

1 – TECHNICAL SPECIFICATIONS

- 32 93 00 Plant Material
- 32 90 00 Exterior Landscape Maintenance

2 – DRAWINGS

- Midland Contract 2 – Trees and Shrubs
- Newcastle Contract 2 – Trees and Shrubs
- North Drumheller [Grove Plaza Berm] – Trees and Shrubs
- Willow Estates Contract 2 – Trees and Shrubs

3 – SCHEDULE OF PRICES – excel spreadsheets (4)

4 – TEMPORARY FIELD AUTHORIZATIONS – for reference only

5 – TECHNICAL SPECIFICATIONS (CONTRACT 1 – Berm Construction + Sodding/Seeding) – for reference only

1. INSTRUCTIONS TO PROPONENTS

1.1 PREPARATION OF TENDERS

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.

The Proponent shall sign their Tender correctly in ink, with their post office address shown.

1.2 DELIVERY OF TENDERS

Proponents must submit the Tender Forms and all Addenda as issued by the Issuing Office.

Submissions will be received until: 2:00pm, Local Time, Thursday November 24, 2022

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 - TREE AND SHRUB
PROCUREMENT AND PLANTING – TENDER NO. DRFM-2022-11-01**

Tender opening will be open to the public online via ZOOM. Link to be posted via addendum.

1.3 SUBMISSION OF TENDERS

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 5 - Tender Forms.

The Town of Drumheller (herein referred to as "The Owner") reserves the right to reject any or all Tenders, in the event that the Tenders do not meet the requirements. 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 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 and inquiries regarding this project, you may contact:

Andrea Kennedy Landscape Architect
ground cubed
Email: andrea.k@groundcubed.com

Deadline for written questions and inquires is 4:30 pm local time on 18 November 2022.

The Issuing Office will formally respond to all inquiries by no later than 22 November 2022.

1.5 TENDER SUBMISSION REQUIREMENTS

.1 Tender Forms

- Vendor Participation – Receipt Confirmation Form
- Tender Submission Checklist
- Tender Form
- Compliance with The General Conditions + Project Documentation
- Addenda Received
- Schedule of Prices [Midland, Newcastle, North Drumheller [Grove Plaza Berm], Willow Estates – to be submitted in excel and pdf format

.2 Proponent Proposal

The Proponent's Tender Submission should include a brief Proposal, demonstrating the following:

- **Project Understanding** - Understanding of the project, scope of work, and location.
- **Qualifications** - Capability and experience in the effective and successful execution of work of similar scope, complexity, and location. Include history and experience of organization and of key team member(s). **Include two (2) client references.**
- **Approach** - Approach to executing The Work, including identification of potential challenges, strategies, quality management protocols, and suggested innovations, if applicable.
- **Schedule** – Outline ability to meet project schedule, including key milestones, critical path items and dependencies, coordination with berm construction. Identify challenges, mitigation measures and suggested efficiencies in meeting the dates outlined.
- **Conflict of Interest Disclosure Statement**

Proposals shall not exceed ten (10) single sided pages, 8.5" x 11", 11pt font. Cover letters, table of contents, organizational charts, personnel resumes, and appendices will not be considered in the number of pages.

.3 Supplemental Documentation

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

1.6 SITE CONDITIONS

The Proponent must examine the site(s) of the work prior to 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.

1.7 TENDERER'S MEETING – MANDATORY ATTENDANCE

No pre-bid meeting is scheduled for this Work.

1.8 PROJECT SCHEDULING AND COMPLETION OF THE WORK

The Contractor shall schedule their operations to complete all of the Work for active projects (refer to Section 2.2 – Project Overview) under this Contract as follows:

- **Deadline for written questions:** 18 November 2022, as noted in Section 1.4
- **Tender Close:** 24 November 2022, as noted in Section 1.2
- **Notice of Award:** 6 December 2022
- Plant Material Procurement: Early 2023
- Tree + Shrub Planting: Spring/Summer 2023; Refer to Section 2.2.2
- Tree + Shrub Maintenance: Summer 2023 – Summer 2024
- Tree + Shrub Warranty Review: Spring/Summer 2024; Refer to Section 2.2.2

1.9 TENDER CONDITIONS

.1 Communications

All communications regarding this Tender shall be sent to the Issuing Office (Drumheller Resiliency and Flood Mitigation Office) 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 Authorized Representative, who may if necessary, send written addenda to all Proponents.

.2 Compliance with Conditions

Proponents are advised that all the Instructions to Proponents, Summary of Work, and General Conditions 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.

.3 Conflict of Interest Disclosure

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.

.4 Applicable Laws

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.

.5 Schedules, Attachments and Addenda

Any schedules and attachments 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.

.6 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.

.7 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.

1.10 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. It will be at The Owner's sole discretion to determine if a Proposal shall be disqualified due to insufficient or incomplete information.

The Proponent shall fill in every item on the Tender Forms. 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 cost Tender will not necessarily be accepted.

1.11 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 as noted in 1.6 – Town of Drumheller Authorized Representatives – Project Enquiries.

1.12 AVAILABILITY OF TENDER DOCUMENTS

Tender Documents are available in electronic format from Alberta Purchasing Connection (APC), the Town of Drumheller Bids and Tenders website (<https://www.drumheller.ca/do-business/tenders>) and Buildworks Canada via the Medicine Hat Construction Association. 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.

For reference purposes, construction documentation for Contract 1 – Berm Construction + Sodding/Seeding can be found online at: [CONTRACT AND SPECIFICATIONS \(drumheller.ca\)](#)

1.13 PLANS, DRAWINGS, TECHNICAL SPECIFICATIONS

Plans, drawings and technical specifications listed in the tender document will be available with the tender package (refer to Attachments 1+2) and made available through APC.

Hard copies of these documents are not available.

1.14 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.

1.15 TENDER DEPOSIT

The Tender must be accompanied by a photocopy or image of a certified cheque or bid bond made payable to Town of Drumheller in the amount of ten percent (10%) of the total sum tendered for the work.

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.

1.16 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 *fourteen (14) business 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, SECOR, 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>).

Acceptable certifications include:

- a valid Certificate of Recognition (COR);
- a valid Small Employer Certificate of Recognition (SECOR);
- 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, SECOR, 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 only to the Proponents to the address of each party recorded by the Issuing Office.

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 SUMMARY OF WORK

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

2.1 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 Schedule of Prices.

2.2 PROJECT OVERVIEW

- .1 Background

The Town of Drumheller is a flood community with major floods having occurred in 1902, 1915, 1932, 1954, 1991, 2005, 2013, and 2018. While some areas in Drumheller have existing flood mitigation infrastructure, additional work is needed to improve upon Drumheller's level of flood mitigation and resiliency. The Town of Drumheller has chosen to make significant investment to mitigate flooding throughout the Valley. Council's Vision is:

Through a proactive flood-mitigation strategy, we are committed to changing the channel on flood readiness with a sustainable plan to protect Drumheller from future flooding. Together, we will shape the future of our community by protecting our people, our property, our economic growth, our environment and our cultural heritage.

In 2019 the Town was approved for \$55M in funding through the Government of Canada's Disaster Mitigation and Adaptation Fund, the Government of Alberta's Community Resiliency Program, and from the Town of Drumheller. In 2020 preliminary design work commenced to identify areas requiring additional flood mitigation works and to identify property acquisition requirements. In 2021, the Flood Office implemented a multi-discipline Design Team to undertake the project. The primary Engineering Design teams and Landscape Architecture Design teams include:

- Klohn Crippen Berger (KCB)
- Kerr Wood Leidal Associates Ltd. (KWL)
- Sweet Tech Engineering Consultants (SWT)
- WSP E&I Canada Limited (WSP)
- IBI Group (IBI)
- ground cubed Landscape Architects (G3)

- .2 Flood Mitigation Projects + Schedule

The Flood Mitigation Program consist of eleven (11) major berm projects and three floodway buyout neighborhoods; additional projects may be added depending on funding. Provided below is a list of each of the major projects, engineering design firms / landscape architecture design firms and anticipated construction schedule. Construction cost of each project is estimated to be between \$1M-\$4M. A detailed project schedule, current as of Tender Issuance Date, can be found at: <https://floodreadiness.drumheller.ca/public/download/files/218003>

Berm work is currently under construction for some of the project locations (active projects bolded) and will be completed during Q3 of 2023. Included in the current construction contracts (Contract 1) is berm construction and related utility and stormwater works, as well as topsoil installation and seed mix installation and sodding, where applicable.

Project (Active Projects in Bold)	Consultant	Construction Schedule
Midland	KCB / IBI	Q4 2022 – Q2 2023
Newcastle	KCB / IBI	Q4 2022 – Q2 2023
North Drumheller (Grove Plaza Berm)	KWL / IBI	Q4 2022 – Q2 2023
Drumheller Willow Estates	Wood / G3	Q4 2022 – Q2 2023
<i>Drumheller (Berm D – Downtown Phase 1 & 2)</i>	<i>SWT / IBI</i>	<i>Schedule To Be Confirmed</i>
<i>Hospital Berm Extension</i>	<i>KWL / IBI</i>	<i>Schedule To Be Confirmed</i>
<i>North Drumheller West Berm (and Michichi Creek Realignment)</i>	<i>KWL / IBI</i>	<i>Schedule To Be Confirmed</i>
<i>North Drumheller East Berm</i>		
<i>Nacmine Berm</i>	<i>WSP / G3</i>	<i>Schedule To Be Confirmed</i>
<i>East Rosedale Berm</i>	<i>WSP / G3</i>	<i>Schedule To Be Confirmed</i>
<i>East Coulee Berm</i>	<i>WSP / G3</i>	<i>Schedule To Be Confirmed</i>
<i>Nacmine (buyout reclamation)</i>	<i>WSP / G3</i>	<i>Schedule To Be Confirmed</i>
<i>West Rosedale (buyout reclamation)</i>	<i>WSP / G3</i>	<i>Schedule To Be Confirmed</i>
<i>Lehigh (buyout reclamation)</i>	<i>WSP / G3</i>	<i>Schedule To Be Confirmed</i>

MIDLAND

- Seeding Dates – To be confirmed
- Contract 1 Berm Construction + Seeding/Sodding Total Performance - May 15, 2023
- **Contract 2 Tree and Shrub Supply + Planting to begin – June 2023**
- Contract 2 Substantial Performance – July 15, 2023
- Contract 2 Total Performance – July 15, 2024

NEWCASTLE

- Seeding Dates – To be confirmed
- Contract 1 Berm Construction + Seeding/Sodding Total Performance - May 15, 2023
- **Contract 2 Tree and Shrub Planting to begin – June 2023**
- Contract 2 Substantial Performance – July 15, 2023
- Contract 2 Total Performance – July 15, 2024

NORTH DRUMHELLER (Grove Plaza Berm)

- Seeding Dates – Mid to late May 2023
- Contract 1 Berm Construction + Seeding/Sodding Total Performance - December 15, 2022
- **Contract 2 Tree and Shrub Supply + Planting to begin – May 2023**
- Contract 2 Substantial Performance – July 15, 2023
- Contract 2 Total Performance – July 15, 2024

DRUMHELLER WILLOW ESTATES

- Seeding Dates – Mid to late May 2023
- Contract 1 Berm Construction + Seeding/Sodding Total Performance – May 15, 2022
- **Contract 2 Tree and Shrub Supply + Planting to begin – June/July 2023**
- Contract 2 Substantial Performance – September 15, 2023
- Contract 2 Total Performance – September 15, 2024

Note: Schedule is current as of date of Tender Issuance and is subject to change.

.3 Drumheller Valley Preserving & Enhancing The Urban Forest: Standards and Techniques

In November 2021 the Drumheller Valley Preserving & Enhancing the Urban Forest: Standards and Techniques document (refer to Attachment 3) was approved for use for the Drumheller Flood Mitigation Projects. The document outlines Urban Forestry approaches to developing and maintaining the Drumheller Valley landscape. This document outlines species diversity targets and provides a list of trees and shrubs considered suitable for the Drumheller Valley area. This document will form the basis for the goals and outcomes for the revegetation of all flood mitigation projects.

Document Link: <https://floodreadiness.drumheller.ca/public/download/files/196193>

2.3 DESCRIPTION OF WORK

The supply, delivery, installation and maintenance of all tree and shrub plantings required for the active flood mitigation projects / specific project sites, as listed above. Contractor shall provide all plant material, tree pits/wells and planting bed areas including excavation, soils, mulch, and all accessories.

Tender award for these active projects will be the first to proceed as part of the Drumheller Flood Mitigation Program. Scope of work may be extended to include future projects; specific scope and schedules will be developed in coordination with final berm design.

The Contractor shall coordinate access, schedule and sequencing, and execution of the work outlined in this scope of work with berm contractors (Contract 1).

All damages incurred by the Contractor in the execution of Work must be remediated to the satisfaction of the Owner. This includes, but is not limited to, the following damages: private property, berm construction, access routes and pathways, existing structures, amenities, trees and vegetated areas. All associated costs shall be the sole responsibility of The Contractor. The sole exception shall be the remedial sodding and seeding required to repair newly installed sod and/or seed that must be disturbed to accommodate construction of this scope of work. Disturbance shall be kept to a minimum and extents reviewed and approved by the Consultant prior to commencement of Work. Work shall be completed by The Contractor at the Unit Prices outlined in the Schedule of Prices.

.1 Individual Flood Mitigation Projects

Each project will require the independent supply, and delivery of plant material, delivered to site at specified times as directed by Landscape Architecture Design Teams during the duration of each project contract.

For Midland, Newcastle, North Drumheller (Grove Plaza Berm) and Drumheller Willow Estates projects, the required plant lists are included in Project Documentation (refer to Attachment 2) and Schedule of Prices.

.2 Procurement Source Control

It is the Drumheller Flood Mitigation Office’s desire to procure material from as few nurseries as possible for each Project. Landscape Architectural Design Team will work with Proponent(s) to adjust desired tree and shrub lists if this would result in deliveries from fewer nurseries for each project, and still be acceptable to the Landscape Architectural Design Teams. Note that total bids from each Proponent for each Project may not be accepted by the Drumheller Flood Mitigation Office and Landscape Architectural Design Team if size substitutions or species substitutions are extensive or not considered similar and comparable to the plant materials indicated in tree and shrub lists. The Landscape Architectural Design Team will review individual bids for individual Projects and determine the best outcome for the Drumheller Flood Mitigation Office.

2.4 MEASUREMENT + PAYMENT SCHEDULE

.1 Flood Mitigation Projects

Measurement and payment for the Scope of Work shall be separate for each Flood Mitigation Project outlined in Section 2.2.2.

.2 Scopes of Work, Measurement, and Payment

ITEM NO.	ITEM NAME	SCOPE, MEASUREMENT, AND PAYMENT
1	Mobilization	<p>.1 Scope: Mobilization includes supplying and transporting to the Site, labour, equipment, products and incidentals; coordination of access, schedule, sequencing, and work with berm construction contractors; 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.</p> <p>.2 Payment: Payment of 100% of the Lump Sum amount after completion of mobilization and following first delivery of plant material to site.</p>

ITEM NO.	ITEM NAME	SCOPE, MEASUREMENT, AND PAYMENT
2	Excavation	<p>.1 Scope: Coordination of access, schedule and sequencing, and work with berm contractors.</p> <p>.2 Payment: Payment calculated on a per cubic meter basis, per Schedule of Prices and Specifications.</p>
3	Planting Medium	<p>.1 Scope: Coordination of access, schedule and sequencing, and work with berm contractors.</p> <p>.2 Payment: Payment calculated on per cubic meter basis per Schedule of Prices and Specifications.</p>
4	Mulch	<p>.1 Scope: Coordination of access, schedule and sequencing, and work with berm contractors.</p> <p>.2 Payment: Payment on a per square meter basis per Schedule of Prices and Specifications.</p>
5	Tree Planting	<p>.1 Scope: Supply, deliver, and plant specified trees in accordance with Drawings and Technical Specifications. Includes all necessary supports, protections, accessories.</p> <p>.2 Payment: Payment calculated on per shrub basis per Schedule of Prices and Specifications.</p>
6	Shrub Planting	<p>.1 Scope: Supply, deliver, and plant specified shrubs in accordance with Drawings and Technical Specifications. Includes all necessary supports, protections, accessories.</p> <p>.2 Payment: Payment calculated on per shrub basis per Schedule of Prices and Specifications.</p>
7	Sod/Seed Repair	<p>.1 Scope: Repair of newly sodded and/or seeded areas to accommodate this Scope of Work. Includes re-grading, as necessary, sod and/or seed installation. <i>Refer to Contract 1 Technical Specifications for Sodding and Seeding.</i></p> <p>.2 Payment: Payment calculated on a per area basis per Schedule of Prices. Extents of required disturbance shall be approved by Consultant prior to commencement of Work.</p>
8	Maintenance + Warranty	<p>.1 Scope: Maintain all tree and shrub plantings, and associated exterior landscape work, in accordance with Specification Section 32 90 00 – Exterior Landscape Maintenance</p> <p>.2 Payment: Payment per month per Schedule of Prices; documentation required.</p>

ITEM NO.	ITEM NAME	SCOPE, MEASUREMENT, AND PAYMENT
9	Demobilization + Site Clean-Up	<p>.1 Scope: 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>Refer to Specification Section 32 93 00 – Plant Material for site clean-up requirements.</p> <p>.2 Payment: Payment of 100% of the Lump Sum amount after issuance of Certificate of Substantial Completion.</p>

2.5 WORK LOCATIONS

The sites of the work of this Contract are located within the Town of Drumheller in Newcastle Community (SE-9-29-20 W4M), Midland Community (10-29-20 W4M), North Drumheller (N1/2-11-29-20 W4M) and Willow Estates Community (SE-1-29-20 W4).

3 GENERAL CONDITIONS

3.1 WORK LOCATION RESTRICTIONS

- .1 Prior to the commencement of their operations, the Contactor 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. Refer to Attachment 4 for reference.
- .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.
- .4 All work items actually completed will be paid for at the applicable contact unit prices. No separate or additional payment will be made as a result of any alteration or elimination of original contract quantities.

3.2 WORK RESTRICTIONS/MILESTONE DATES

Refer to Section 2.2.2 – Flood Mitigation Projects + Schedule for project-specific milestones.

3.3 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.

3.4 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 obtaining 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.

3.5 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.

3.6 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.

3.7 WORKING HOURS

- .1 Contractor shall adhere to Town of Drumheller Community Standards Bylaw No. 06-19 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.

3.8 WASTE MANAGEMENT

- .1 Remove all waste from the Site unless otherwise specified. Dispose of such waste at the waste disposal facility as directed by the Contract, at the cost of the Contractor.
- .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.

3.9 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.

3.10 PROPONENT'S INVESTIGATION

- .1 The Proponent is responsible for examining the Drawings, Specifications, Tender and Contract forms and to carefully investigate and satisfy itself of every condition affecting the Projects and Sites 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 existing vegetation shown on the drawings has been obtained for design purposes only. Proponents may wish to supplement this information, for their purposes, by performing their own field verifications.

3.11 DIFFERING CONDITIONS

If, during the execution of the Work, the Contractor encounters unforeseen or differing site conditions then the Contractor must notify the Consultant and Owner promptly, before such conditions are disturbed. 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.

- .1 If the Consultant or Owner notice potential differing conditions, the Consultant will give notice to the Contractor that Consultant will investigate such conditions.
- .2 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:
 - 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.
- .3 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.

3.12 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.

3.13 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.

The DRFMO will, within a reasonable time after receipt of the Contractor's request:

- o Proceed with the inspection; or
- o Advise the Contractor that prerequisites are not adequately fulfilled.

Results of the DRFMO's inspection for Substantial Performance will form the Substantial Performance Contract Deficiency List (SPC Deficiency List).

.2 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.

.3 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.

.4 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.

.5 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 TENDER FORMS

5.1 VENDOR PARTICIPATION – RECEIPT CONFIRMATION FORM

Please complete this form and email IMMEDIATELY to:

Town of Drumheller
Resiliency and Flood Mitigation Office
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: _____

5.2 TENDER SUBMISSION CHECKLIST

FORMS

- 5.1 - VENDOR PARTICIPATION – RECEIPT CONFIRMATION FORM**
- 5.2 - TENDER SUBMISSION CHECKLIST**
- 5.3 - TENDER FORM**
- 5.4 - COMPLIANCE WITH THE SPECIFICATIONS**
- 5.5 - ADDENDA RECEIVED**
- 5.6 - SCHEDULE OF PRICES**
 - 5.6.1 - Midland
 - 5.6.2 - Newcastle
 - 5.6.3 - North Drumheller [Grove Plaza Berm]
 - 5.6.4 - Willow Estates
- SCHEDULE OF PRICES – EXCEL SPREADSHEETS**
 - Midland
 - Newcastle
 - North Drumheller [Grove Plaza Berm]
 - Willow Estates

PROPOSAL AND SUPPORTING DOCUMENTATION

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

5.3 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 **four (4) 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

5.4 COMPLIANCE WITH THE GENERAL CONDITIONS + PROJECT DOCUMENTATION

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

We have examined these General Conditions, Drawings, Plans, and Technical Specifications, 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 General Conditions and Project Documentation.

Contractor's Name (Print)

Witness

Signature or Seal of Contractor
(Proponent)

Print Name

Position in Company

Date

5.5 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

5.6 SCHEDULE OF PRICES

5.6.1 SCHEDULE of PRICES - MIDLAND

RFT - 20221101-Vegetation Supply - Midland

Item	Description	Unit	Qty	Unit Price	Total
A Mobilization, Demobilization, Coordination					
A1	Mobilization	ls	1		
A2	Demobilization + Site Clean-Up	ls	1		
B Excavation, Planting Media, Mulch					
B1	Excavation	m3	1720		
B2	Planting Medium	m3	1720		
B3	Bark mulch, supply and install	m2	1602		
B4	Allowance for additional shrub bed excavation	m3	369		
C Trees / Tree Planting					
C1	White Spruce 2000mm HT.	ea	9		
C2	White Spruce 1500mm HT.	ea	7		
C3	Colorado Spruce 3000mm HT.	ea	6		
C4	Colorado Spruce 2000mm HT.	ea	13		
C5	Colorado Spruce 1500mm HT.	ea	7		
C6	Manitoba Maple, #15 container caliper	ea	127		
C7	Manitoba Maple, 70mm caliper	ea	19		
C8	Prairie Spire Green Ash, #15 container caliper	ea	7		
C9	Prairie Spire Green Ash, 70mm caliper	ea	6		
C10	Patmore Green Ash, 70mm caliper	ea	13		
C11	Thunderchild Flowering Crabapple, 70mm caliper	ea	6		
C12	Spring Snow Flowering Crabapple, 70mm caliper	ea	28		
C13	Radiant Flowering Crabapple, 70mm caliper	ea	9		
C14	Balsam Poplar, 70mm caliper	ea	45		
C15	Eastern Cottonwood, 70mm caliper	ea	24		
C16	Eastern Cottonwood, #15 container caliper	ea	84		
C17	Black Cottonwood, 70mm caliper	ea	14		
C18	Black Cottonwood, #15 container caliper	ea	93		
C19	American Elm, 70mm caliper	ea	10		
C20	Trembling Aspen, #15 container caliper	ea	103		
C21	Toba Hawthorn, 70mm caliper	ea	4		
C22	Toba Hawthorn, #15 container caliper	ea	9		

D Shrubs /Seedlings Planting

D1	Manitoba Maple, seedling	ea	130		
D2	Black Cottonwood, seedling	ea	151		
D3	Eastern Cottonwood, seedling	ea	123		
D4	Trembling Aspen, seedling	ea	124		
D5	Saskatoon, #2 container	ea	163		
D6	Red Osier Dogwood, #2 container	ea	100		
D7	Wolf Willow, #2 container	ea	51		
D8	Yellow Twig Willow, #2 container	ea	83		
D9	Silver Buffaloberry, #2 container	ea	69		
D10	Abbotswood Potentilla, #2 container	ea	21		
D11	Gold Drop Potentilla, #2 container	ea	23		
D12	Woods Rose, #2 container	ea	28		
D13	Prairie Rose, #2 container	ea	27		
D14	Wild Red Raspberry, #2 container	ea	62		
D15	Chokecherry, #2 container	ea	26		
D16	Shining Willow, #2 container	ea	32		
D17	Coyote Willow, #2 container	ea	24		

E Maintenance + Warranty

E1	Landscape maintenance + warranty - 2 growing seasons	mos	12		
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Total Midland Tender Amount

Midland Project Total: _____

5.6.2 SCHEDULE of PRICES - NEWCASTLE

RFT - 20221101-Vegetation Supply - Newcastle

Item	Description	Unit	Qty	Unit Price	Total
A Mobilization, Demobilization, Coordination					
A1	Mobilization	ls	1		
A2	Demobilization + Site Clean-Up	ls	1		
B Excavation, Planting Media, Mulch					
B1	Excavation	m3	733		
B2	Planting Medium	m3	733		
B3	Bark mulch, supply and install	m2	377		
B4	Allowance for additional shrub bed excavation	m3	141		
C Trees / Tree Planting					
C1	White Spruce 2000mm HT.	ea	19		
C2	White Spruce 1500mm HT.	ea	12		
C3	Colorado Spruce 2000mm HT.	ea	15		
C4	Colorado Spruce 1500mm HT.	ea	5		
C5	Manitoba Maple, #15 container caliper	ea	48		
C6	Manitoba Maple, 70mm caliper	ea	7		
C7	Green Ash, #15 container caliper	ea	6		
C8	Patmore Green Ash, 50mm caliper	ea	2		
C9	Radiant Flowering Crabapple, 70mm caliper	ea	2		
C10	Spring Snow Flowering Crabapple, 70mm caliper	ea	4		
C11	Balsam Poplar, 70mm caliper	ea	13		
C12	Eastern Cottonwood, 70mm caliper	ea	20		
C13	Eastern Cottonwood, #15 container caliper	ea	65		
C14	Black Cottonwood, 70mm caliper	ea	16		
C15	Black Cottonwood, #15 container caliper	ea	60		
C16	American Elm, 70mm caliper	ea	13		
D Shrubs /Seedlings Planting					
D1	Manitoba Maple, seedling	ea	56		
D2	Black Cottonwood, seedling	ea	46		
D3	Eastern Cottonwood, seedling	ea	71		
D4	Trembling Aspen, seedling	ea	22		
D5	Saskatoon, #2 container	ea	74		
D6	Red Osier Dogwood, #2 container	ea	104		
D7	Wolf Willow, #2 container	ea	30		
D8	Yellow Twig Willow, #2 container	ea	18		
D9	Silver Buffaloberry, #2 container	ea	50		

E Maintenance + Warranty

E1	Landscape maintenance + warranty - 2 growing seasons	mos	12	<input style="width: 80%;" type="text"/>	<hr/>
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Total Newcastle Tender Amount

Newcastle Project Total:

F Provisional Items - Softscape Repair

F1	Sodding - Repair	m2	50	<input style="width: 80%;" type="text"/>	<hr/>
F2	Seeding - Repair: Seed Mix 1	m2	100	<input style="width: 80%;" type="text"/>	<hr/>
F3	Seeding - Repair: Seed Mix 2a	m2	100	<input style="width: 80%;" type="text"/>	<hr/>
F4	Seeding - Repair: Seed Mix 3	m2	100	<input style="width: 80%;" type="text"/>	<hr/>

Total Newcastle Provisional Items Amount

Newcastle Provisional Total:

Total Newcastle Tender Amount

<hr/>	<hr/>
Position in Company	Witness or Seal

<hr/>	<hr/>
Contractor's G.S.T. No.	Date

5.6.3 SCHEDULE of PRICES – NORTH DRUMHELLER [Grove Plaza Berm]

RFT - 20221101-Vegetation Supply - Grove Plaza

Item	Description	Unit	Qty	Unit Price	Total
A Mobilization, Demobilization, Coordination					
A1	Mobilization	ls	1		
A2	Demobilization + Site Clean-Up	ls	1		
B Excavation, Planting Media, Mulch					
B1	Excavation	m3	135		
B2	Planting Medium	m3	135		
B3	Bark mulch, supply and install	m2	196		
B4	Allowance for additional shrub bed excavation	m3	49		
C Trees / Tree Planting					
C1	White Spruce 2500mm HT.	ea	3		
C2	White Spruce 2000mm HT.	ea	1		
C3	White Spruce 1500mm HT.	ea	2		
C4	Colorado Spruce 2500mm HT.	ea	1		
C5	Colorado Spruce 2000mm HT.	ea	2		
C6	Colorado Spruce 1500mm HT.	ea	3		
C7	Manitoba Maple, 70mm caliper	ea	2		
C8	Patmore Green Ash, 70mm caliper	ea	7		
C9	Trembling Aspen, #15 container	ea	9		
D Shrubs / Seedling Planting					
D1	Prickly Rose, #2 container	ea	17		
D2	Saskatoon, #2 container	ea	37		
D3	Red Osier Dogwood, #2 container	ea	13		
D4	Trembling Aspen, seedling	ea	13		
D5	Abbotswood Potentilla, #2 container	ea	15		
D6	Gold Drop Potentilla, #2 container	ea	21		
D7	Pink Beauty Potentilla, #2 container	ea	12		
D8	Woods Rose, #2 container	ea	21		
D9	Silver Buffaloberry, #2 container	ea	13		
E Maintenance + Warranty					
E1	Landscape maintenance + warranty - 2 growing seasons	mos	12		

Total Grove Plaza Tender Amount

Grove Plaza Project Total: _____

F Provisional Items - Softscape Repair

F1	Sodding - Repair	m2	50	_____	_____
F2	Seeding - Repair: Seed Mix 1	m2	100	_____	_____
F3	Seeding - Repair: Seed Mix 2a	m2	100	_____	_____
F4	Seeding - Repair: Seed Mix 3	m2	100	_____	_____

Total Grove Plaza Provisional Items Amount

Grove Plaza Provisional Total: _____

Contractor's Representative Signature

Contractor's Name (Print)

Print Name

Position in Company

Witness or Seal

Contractor's G.S.T. No.

Date

5.6.4 SCHEDULE of PRICES – WILLOW ESTATES

All prices exclude GST.

RFT - 20221101-Vegetation Supply - Willow Estates

Item	Description	Unit	Qty	Unit Price	Total
A Mobilization, Demobilization + Site Clean-Up, Softscape Repair					
A1	Mobilization	ls	1		
A2	Demobilization + Site Clean-Up	ls	1		
B Excavation, Planting Media, Mulch					
B1	Excavation	m3	475		
B2	Planting Medium	m3	475		
B3	Bark mulch, supply and install	m2	325		
C Trees / Tree Planting					
C1	<i>Acer Negundo</i> , Box Elder Maple, # 15 container	ea	22		
C2	<i>Betula occidentalis</i> , River Birch, # 15 container	ea	6		
C3	<i>Crataegus x mordenensis</i> 'Toba', Toba Hawthorn, 75mm caliper	ea	6		
C4	<i>Fraxinus pennsylvanica</i> 'Heuver', Foothills Green Ash, 75mm caliper	ea	4		
C5	<i>Fraxinus pennsylvanica</i> 'Patmore', Patmore Green Ash, 50mm caliper	ea	9		
C6	<i>Fraxinus pennsylvanica</i> 'Rugby', Prairie Sprire Green Ash, 50mm caliper	ea	14		
C7	<i>Picea pungens</i> 'Glauca', Blue Colorado Spruce, 2m ht.	ea	9		
C8	<i>Populus x 'assiniboine'</i> , Assiniboine Poplar, 50mm caliper	ea	16		
C9	<i>Populus deltoides</i> , Plains Cottonwood (male only), 50mm caliper	ea	6		
C10	<i>Populus deltoides</i> , Plains Cottonwood (male only), # 15 container	ea	6		
C11	<i>Populus tremuloides</i> , Trembling Aspen, 50mm caliper	ea	13		
C12	<i>Prunus virginiana</i> , Black Chokecherry, 40mm caliper	ea	10		
C13	<i>Prunus virginiana</i> 'Schubert', Schubert Chokecherry, 50mm caliper	ea	3		
C14	<i>Salix pentandra</i> , Laurel Leaf Willow, # 15 container	ea	9		
C15	<i>Sorbus decora</i> , Showy Mountain Ash, 75mm caliper	ea	3		
D Shrubs / Shrub Planting					
D1	<i>Amelanchier alnifolia</i> , Saskatoon, # 5 container	ea	18		
D2	<i>Amelanchier alnifolia</i> , Saskatoon, #2 container	ea	23		
D3	<i>Aronia melanocarpa</i> , Black Chokecherry (<i>Aronia melanocarpa</i>), # 2 container	ea	36		
D4	<i>Cornus stolonifera / sericea</i> , Red Osier Dogwood, #1 container	ea	94		
D5	<i>Elaeagnus commutata</i> , Wolf Willow, #1 container	ea	69		
D6	<i>Juniperus communis</i> , Common Juniper, #5 container	ea	3		
D7	<i>Physocarpus opulifolius</i> , Common Ninebark, #2 container	ea	6		
D8	<i>Ribes aureum</i> , Golden Flowering Currant, #2 container	ea	12		
D9	<i>Rhus trilobata</i> , Lemonade Sumac, #2 container	ea	2		
D10	<i>Salix bebbiana</i> , Bebb's Beaked Willow, #2 container	ea	48		
D11	<i>Salix interior</i> , Sandbar Willow, #2 container	ea	57		

E Maintenance + Warranty

E1 Landscape maintenance + warranty - 2 growing seasons mos 12

Total Willow Estates Tender Amount

Willow Estates Project Total: _____

F Provisional Items - Softscape Repair

F1	Sodding - Repair	m2	50	<input type="text"/>	_____
F2	Seeding - Repair: Seed Mix 1	m2	100	<input type="text"/>	_____
F3	Seeding - Repair: Seed Mix 2a	m2	100	<input type="text"/>	_____
F4	Seeding - Repair: Seed Mix 3	m2	100	<input type="text"/>	_____

Total Willow Estates Provisional Items Amount

Willow Estates Provisional Total: _____

Contractor's Representative Signature

Contractor's Name (Print)

Print Name

Position in Company

Witness or Seal

Contractor's G.S.T. No.

Date

6 AGREEMENT

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

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

and
hereinafter called the **"Contractor"**

witnesses that the parties agree as follows:

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.

ARTICLES

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 **ground cubed landscape architects** and **IBI group**.

- (a) Acting as and hereinafter called **"Consultant"** and
- (b) Do and fulfill everything indicated by this Agreement, and
- (c) Attain Total Performance of the Work, as certified by the Consultant, by the **date outlined in Section 2.2.2 - Flood Mitigation Projects + Schedule**.

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 | 6. Schedules of Prices |
| 2. Summary of Work | 7. Proponent Proposal |
| 3. General Conditions | 8. Agreement |
| 4. Addenda | 9. Attachments |
| 5. Tender Forms | |

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 Schedule of Prices in Article A-3(c) of this Agreement and measured in accordance with the methods of measurement given in the specifications.

(b) Subject to applicable legislation and the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a **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 Total Performance 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
- delivered and received by email to the individual.

The Owner at **Deighen Blakely, P.Eng, Project Director**
Drumheller Resiliency and Flood Mitigation Office
224 Centre Street | Drumheller AB | T0J 0Y4
email: dblakely@drumheller.ca

The Contractor at

The Consultant at **Andrea Kennedy**
ground cubed
Suite 25, 6020 2nd Street SE | Calgary AB | T2H 2L8
email: andrea.k@groundcubed.com

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

Witness

print name and title

CONTRACTOR

Name

Signature

print name and title

Date

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.