

TABLE OF CONTENTS

1. General
 2. Submission of Bids
 3. Bids to be Under Seal
 4. Acceptability and Evaluation of Bids
 5. Bid Documents
 6. Omissions or Discrepancies
 7. Bid Security
 8. Contract Security
 9. Alternate Prices
 10. Substitutions
 11. GST
 12. PST (Saskatchewan)
 13. Commencement and Completion of the Work
 14. Material and Equipment Suppliers
 15. Subcontractors
 16. Superintendent
 17. Subdivision of Work
 18. Site Conditions and Information Documents
 19. Bid Modification
 20. Bid Withdrawal
 21. Currency
 22. Agreement between the Owner and the Bidder
 23. Waiver
 24. Information Requests
 25. Disclosure of Interest
 26. Limitation of Liability
 27. Addenda
 28. Unit Prices to Include
 29. Recent Changes to Contract Documents
 30. Workers Compensation Board
- APPENDIX A – Form of Bid Bond
- APPENDIX B – Form of Consent of Surety

1. General

Section 00 21 13 – Instruction to Bidders contained herein provide directions as to the manner in which Tenders are to be completed and submitted. These Instructions to Bidders form part of the Contract Documents making up the Agreement to be executed by the Owner and the Contractor and will bind the Bidder and the Owner to the extent and applicability of its provisions.

2. Submission of Bids.

Bids shall be made on the Bid Form provided and shall be submitted in a sealed envelope clearly marked and addressed to the Closing Place as follows:

**City of Lloydminster Operations Centre –
Engineering Services
6623 – 52 Street
Lloydminster, AB
T9V 3T8**

Bid for:

(the "Project")

must be delivered to the Closing Place before the Bid Closing Time of ___:___ AM/PM local time on _____, 20____. The time will be conclusively determined by a clock designated by the Owner or the Engineer.

Any Bids received after the Bid Closing Time shall be returned to the Bidder unopened.

All requirements that use the word "shall" or "must" are mandatory and the Bidder's Bid must substantially comply or fulfill such requirements, or it shall be rejected as non-compliant. All requirements that use the term "should" are desired and the Bidder's response to such requirements shall be considered in analyzing the Bids.

The Owner and the Engineer shall only be responsible for lost or misplaced Bids, or amendments to Bids, if they have exercised bad faith or have been fraudulent with respect to the loss or misplacement.

3. Bids to be Under Seal.

All Bids shall be signed and sealed in the case of a corporation and in the case of an individual, partnership or non-incorporated organization shall be signed and witnessed.

If a Bid is submitted by a consortium, each member of the consortium shall sign and seal or witness the Bid as described above.

4. Acceptability and Evaluation of Bids.

Bids should be completed fully in ink or typewritten. Bids submitted via facsimile or email transmittal shall be rejected. Bids that have been submitted in accordance with these Instructions to Bidders may be modified via facsimile transmittal, however, pursuant to Clause 18 hereof.

The Owner reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, the Owner may, at its discretion, disqualify Bids which:

- (a) are incomplete, obscure or irregular; or
- (b) contain erasures, corrections, omissions, alterations or mathematical errors; or
- (c) are unsigned, improperly signed or sealed; or
- (d) contain qualifying conditions; or
- (e) fail to provide security deposit, bonding or insurance requirements in a sufficient amount.

As it is the purpose of the Owner to obtain a bid most suitable to the interests of the Owner, it shall, in its sole discretion, reject or retain for its consideration, bids which are non-compliant because they do not contain the content or form required or for failure to comply with the process of submission as set out in these Instructions to Bidders.

The Owner is not under any obligation to award a contract and reserves the right in its discretion to cancel these Instructions to Bidders at any time for any reason or without reason. Award of a contract may be contingent upon budget approval or other corporate, regulatory or other pre-conditions. The Owner may, in its discretion, re-tender, or negotiate with any party (including a Bidder) the same or similar project at any time after cancellation of these Instructions to Bidders.

The Owner reserves the right to accept the Bid that it deems in its discretion most advantageous. The Bid having the lowest cost to the Owner or any Bid shall not necessarily be accepted. While price will be the most important factor, the Owner may take into account any of the following criteria in descending order of importance:

- (a) Bid Price;
- (b) the qualifications of the Bidder (as described below);
- (c) Completion Date;
- (d) documentation of accreditation/recognition issued by a provincial government in conjunction with an Alberta or Saskatchewan Association;
- (e) any current litigation between the Owner and the Bidder;
- (f) the Owner's (positive or negative) relationship with any Bidder;
- (g) the use of equivalents/alternates;
- (h) the quality and responsiveness of the Bid, including, without limitation, all requested information; and

- (i) the following additional criteria:

The Owner and the Engineer may make such investigations as they deem necessary to determine the ability of any Bidder and its named subcontractors to perform the Work and the Owner may utilize the results of such investigation in awarding the Contract.

Qualifications of the Bidder may include consideration of the:

- (a) experience, present workload and capacity of the Bidders, their proposed project personnel (including their proposed superintendent) and their nominated Suppliers and Subcontractors;
- (b) adequacy of proposed construction plan, equipment and labour;
- (c) financial capability and credit-worthiness of the Bidders and the Owner's overall assessment of each Bidder's ability to perform and complete the Work in accordance with the Bid Documents and in co-ordination with other contractors who may be located on the site; and
- (d) verification of (a) through (c) via third party references and inquiries.

The Owner reserves the right, in its discretion, to seek further information from, or clarification of, any Bid submitted by any Bidder in respect of any of the terms and conditions of the Contract Documents. The Owner is entitled to utilize the information or clarifications received in awarding the Contract.

Accepted alternates and equivalents may, at the Owner's option, be considered in conjunction with the base bid in determining the price to be used in contract award.

The Bidder acknowledges and agrees that it shall have no claim against, or entitlement to damages from, the Owner or the Engineer by reason of the Owner's rejection of its Bid or all Bids.

Receipt of an invitation to bid by a Bidder or receipt and evaluation by the Owner of a Bid does not imply that any Bidder is qualified.

If the Owner or Engineer to be in charge of this project, after acceptance of a Bid by the Owner but before execution of the Contract, objects to any Subcontractor proposed to be employed by the successful Bidder in the performance of the Contract, and the Contractor refuses or neglects to nominate another Subcontractor acceptable to the Owner, the Owner may rescind its acceptance of the Bid and return the Bid Security of the successful Bidder. In such an event, neither the Owner nor the successful Bidder shall have any rights or obligations under the Contract or in respect of the acceptance of the Bid, and the Owner may award the Contract to another Bidder.

5. Bid Documents.

The Bid Documents shall consist of the following:

- Instructions to Bidders
- Scope of Bid
- Bid Form
- Addenda (if any)
- Consent of Surety
- Bid Security
- Agreement
- Definitions
- General Conditions
- Supplemental General Conditions
- Available Information (if any)
- General Requirements
- Drawings and Specifications, as listed in the index of the Bid Documents
- Schedules

6. Omissions or Discrepancies.

Should the Bidder find discrepancies in, or omissions from, the Bid Documents, or be in doubt as to their meaning, it should at once notify the Engineer, who may send an Addendum to all Bidders. All addenda become part of the Contract Documents. Include all costs for work described in the addenda in the Bid Price. No oral interpretation made by the Engineer to any Bidder as to the meaning of any part of the Bid Documents shall be binding upon the Owner or be effective to modify any of the provisions of the Bid Documents. Words and abbreviations used in the Bid Documents which have well known technical or trade meanings, or are defined in the Bid Documents, shall be interpreted in accordance with such meanings or definitions. Every request for an interpretation shall be made in writing, not less than **seven (7) Days** before the date set for receipt of Bids, and promptly forwarded to the Engineer at the following address:

7. Bid Security.

The Bid shall be accompanied by **Bid Security** in the form of a Certified Cheque or original executed paper copy Bid Bond, issued by a duly licensed surety company authorized to transact a business of suretyship in the jurisdiction of the Place of the Work, made payable to the Owner in the amount of ten percent (10%) of the Bid Price.

The Bidder, with its Bid, should enclose, in an original executed paper copy, a statement from the Surety substantially in the form of the Consent of Surety, stating that the Surety is willing to supply the Contract Security referred to below. The **Consent of Surety** should be provided whether the Bidder uses a Bid Bond or a Certified Cheque under this Clause 6. Bid Bonds and

Consent of Surety should be in the form or a form similar to that shown in Appendix "A" and Appendix "B" of this Section.

Bid Bonds, or Certified Cheques, of unsuccessful Bidders will be returned as soon as possible after the award of the Contract, or if no Contract is awarded, after the Owner reaches such decision. The Bid Bond, or Certified Cheque, of the successful Bidder will be returned following the receipt of the necessary Contract Security required by GC 46, and the execution of the Contract Agreement.

The obligation of the Bid Security shall be that if the Owner accepts the Tender and the Bidder refuses to sign the Contract and to provide the specified performance guarantees, then the Bid Security shall be forwarded to the Owner.

8. Contract Security.

Pursuant to GC 46, the successful Bidder shall, within **fifteen (15) Days** of the date of the "Notice of Acceptance" of the Contract or such longer time as the parties may agree, provide the Contract Security required by GC 46. The cost of such security shall be borne by the successful Bidder.

9. Alternate Prices.

Where called for, the Bidder must submit prices for all alternates shown in the places provided in the Bid Form. Estimated quantities for Work which is required to be completed under this Contract are provided in Schedule "A" of the Bid Form. Estimated quantities for alternate Work are provided in Schedule "B" - Alternate Work Quantities and Unit Prices of the Bid Form. The alternate Work Quantities may be substituted for the similar unit price items within Schedule "A" of the Bid Form at the discretion of the Engineer, at which time the alternate Work unit rate will govern and be the basis upon which the applicable Work is paid. The Engineer will notify the Contractor, in writing, of alternate Work which will be requested of the Contractor, based upon field reconnaissance completed jointly by the Engineer, Contractor, and the Owner.

10. Substitutions.

Where the Bid Documents stipulate that a particular kind or make of material or equipment shall be used and allow for an equal or alternate material or equipment to be substituted, no such substitution may be made unless the Engineer has, **five (5) Days** prior to the Bid Closing Time, given written approval for such substitution.

When a request to substitute an allegedly equal material or equipment is made to the Engineer, the Engineer may approve the substitution either as an equal or an alternate. If an item is approved as an equal, the Bidder may use that item in place of the specified item. If the item is approved as an alternate, the Bidder shall base its Bid Price upon the specified item and shall indicate in its Bid the reduction in price which shall apply if use of the alternate item is allowed.

In submission of equals or alternates to items of material or equipment mentioned in the Bid Documents, the Bidder shall in its Bid give consideration to all changes required in the Work to accommodate such equals or alternates. A claim by the Bidder for an addition to the Bid Price because of changes in Work necessitated by the use of equals or alternates shall not be considered.

11. GST.

It shall be assumed, unless otherwise stated, that the Bid Price does not include GST. The appropriate GST levy shall be paid to the successful Bidder in addition to the amount approved by the Engineer for Work performed under the Contract and, therefore, shall not affect the Bid Price.

12. PST (Saskatchewan).

Proponents are solely responsible for confirming and determining any sales or excise taxes applicable to the Work or the Contract, and no information provided by the City of Lloydminster in this document or upon request shall relieve the Bidder of such responsibility and liability.

13. Commencement and Completion of the Work.

The commencement date of the Work shall be the date of the Notice of Proceed, unless otherwise stated in the Contract Documents. The Bidder shall perform the work in such a manner so as to complete the work by _____, **20**_____.

14. Material and Equipment Suppliers.

The Bidder should state, if requested in the Bid Form, the names of the material and equipment Suppliers it intends to use for the Work together with the trade or brand names of the material and equipment to be supplied.

15. Subcontractors.

The Bidder should state, if requested in the Bid Form, the names of the Subcontractors it intends to use on the Work and the portion of the Work on which each Subcontractor is intended to be used.

16. Superintendent.

The Bidder should state in its Bid Form the name and experience of the superintendent it intends to use on the Work.

17. Subdivision of Work.

The successful Bidder shall be responsible for the administration of the Work and the subdivision of the Work to Subcontractors. All disputes as to the scope of the Work to be carried out by Subcontractors shall be resolved by the successful Bidder so that all Work is carried out in accordance with the Bid Documents. No claims for extras shall be allowed on the basis that Subcontractors did not include same in their scope of Work due to any subdivisions of Work expressed or implied in the Bid Documents.

18. Site Conditions and Information Documents.

The Bidder should examine the Place of the Work and review the Information Documents before submitting its Bid and should satisfy itself as to the nature and location of the Work, site conditions and all matters which can in any way affect the Work.

The Information Documents are furnished merely for the general reference and convenience of each Bidder and do not form part of the Bid Documents. The Information Documents are not in any way represented, warranted or guaranteed to be accurate or complete by the Owner or the

Engineer. Each Bidder acknowledges and agrees that the Owner and the Engineer do not owe any duty of care to it concerning the accuracy or completeness of the Information Documents.

19. Bid Modification.

- (a) A Bid submitted in accordance with these Instructions to Bidders may be modified provided the modification:
 - (i) is in the form of a letter or a fax transmittal and all pages of such letter or fax transmittal are received at the Closing Place prior to the Bid Closing Time;
 - (ii) states the name of the Bidder and the nature of the modification; and
 - (iii) is signed by the Bidder's authorized representative.
- (b) Where a modification is directing a change in the Bid Price, the modification shall not reveal the original Bid Price nor the revised Bid Price:
 - (i) on lump sum bids, only the amount to be added to or deducted from the original Bid Price shall be stated;
 - (ii) when unit prices are used, only the amount to be added to or deducted from each original unit price shall be stated;
 - (iii) the Engineer shall not accept responsibility for the content of modifications or modifications that are, for any reason, delayed, illegible or otherwise improperly received. The Owner may, in its discretion, disregard modifications that are improperly received.

20. Bid Withdrawal.

Any Bidder may withdraw its Bid either personally or by written request prior to the Bid Closing Time. The withdrawal of a Bid shall not prejudice the right of such Bidder to submit a new Bid. In addition to any damages that the Owner may be entitled to, if a Bid is withdrawn after the Bid Closing Time, the accompanying Bid Security is subject to forfeiture in like manner as in the failure to execute an Agreement after award as provided herein.

21. Currency.

All dollar amounts stated in the Bid Documents are in Canadian dollars.

22. Agreement between the Owner and the Bidder.

The Bidder agrees that the Owner's sole obligation is to give consideration to the Bid in accordance with the Bid Documents. In return, the Bidder has prepared and submitted its Bid, and agrees:

- (a) to enter into a contract with the Owner in accordance with the Bid Documents if the Owner issues a notice of acceptance within forty-five (45) Days of the Bid Closing Time (or such longer period as is agreed between the parties) (the "Bid Period"); and
- (b) that the Bid is irrevocable, valid and shall remain open for acceptance for the Bid Period.

23. Waiver.

The Bidder hereby waives any claim for damages or costs of any nature against the Owner and the Engineer (including, without limitation, the cost of preparing and submitting the Bid, and any anticipated profits and contributions to overhead) arising out of the Owner's use of its discretion under the Bid Documents, and the Engineer's advice to the Owner.

In preparing and submitting the Bid, Bidders are advised that the Owner may award other contracts for work in the area.

24. Information Requests.

The Bidder shall comply with any reasonable requests for information made by the Owner or the Engineer, including information about the Bidder and its superintendent, Subcontractors and Suppliers.

The Bid should include a complete list of Subcontractors and Suppliers.

25. Disclosure of Interest.

The Bidder and all its Subcontractors shall, as a condition of Bid award, make full disclosure of any pecuniary interest with any Member of Council, City Commissioners, City Directors, Department Managers, or any other City Staff; as described in Section 30 of the Municipal Government Act.

26. Limitation of Liability.

Notwithstanding anything to the contrary herein, by submitting a Bid, the Bidder agrees that any claim that the Bidder may have against the Owner and its employees, agents, consultants (including the Engineer) and elected officials for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, under or in relation to this bid process (whether in contract, tort, or other legal theory) is limited to an amount equal to the Bidder's actual and reasonable costs in preparing its Bid to a maximum of \$5,000.00. For clarity, each Bidder specifically waives any claim for loss of profit or anticipated profit, loss of opportunity, loss of reputation, consequential or indirect losses or for judicial review or injunctive relief.

27. Addenda.

Addenda, when issued, form part of the Tender Document. The Bidder shall acknowledge receipt of the Addendum in the manner required as identified on the Addendum. The individual items in the Addendum shall be added, deleted, or changed in accordance with the instructions contained in the addendum letter. A copy of each Addendum, executed by the Bidder, will be inserted in the Contract Document.

28. Unit Prices to Include.

The unit prices in the Bid Forms shall be full compensation to the Contractor for all work completed and for goods and services furnished by them to complete the project. Such items as mobilization and demobilization costs, unless otherwise specified, overhead, profit and other miscellaneous expenses are to be included pro rata in the unit prices.

29. Recent Changes to Contract Documents.

Bidders are advised that The City of Lloydminster has recently introduced significant changes to portions of their standard Contract Documents. It is the Bidder's responsibility to ensure these changes are understood and taken into consideration upon submitting a bid.

30. Workers Compensation Board.

The Contractor shall be registered as a member in good standing with the Worker's Compensation Board (WCB) in the Province in which the Work is to be performed, which for this Contract is [Alberta and/or Saskatchewan]. Accompanying the submission shall be a copy of the applicable Worker's Compensation Board (WCB) Clearance Letter(s) as issued by the [Alberta and/ or Saskatchewan] WCB Board(s). In the event work is to be performed in Alberta or Saskatchewan and the Contractor does not have coverage in that particular province, it is required that written consent issued by the Primary WCB Board be accompanying the Contractors submission indicating that the Primary WCB Board is agreeable to extending their coverage into the province in which the Contractor is not registered as a member.

END OF SECTION

REVISION LOG		
DATE	REVISION	COMMENTS
05/08/2019	Addition of Clause 30	Addition of Workers Compensation Board Clearance requirements.
07/16/2019	Adjustment of Clause 12	Clarification to PST (Saskatchewan).
05/06/2020	Adjustment to Clause 7	Clarification to Bid Bond and Consent of Surety submission requirement.

Appendix "A" – Bid Bond

Policy No. _____ \$ _____

KNOW ALL MEN BY THESE PRESENTS THAT _____

As Principal, hereinafter called the Principal, and _____
a corporation created and existing under the laws of [Alberta/Saskatchewan] and duly authorized to
transact the business of Suretyship in [Alberta/Saskatchewan] as Surety, hereinafter called the Surety,
are held and firmly bound unto The City of Lloydminster, as Obligee hereinafter called the Obligee, in
the _____ amount _____ of _____ Dollars
(\$ _____) lawful money of Canada, for the payment of which sum,
well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors,
administrators, successors, and assigned, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written Bid to the Obligee, dated the _____ day of
_____ 20____, for _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall
have the Bid accepted within 45 days from the closing date of Bid and the said Principal will, within the
time required, enter into a formal Contract and give the specified security to secure the performance of
the terms and conditions of the Contract, then the Principal's obligation shall be null and void; otherwise
the Principal and the Surety will pay unto the Obligee the difference in money between the amount of
the bid of the said Principal and the amount for which the Obligee legally contracts with another party
to perform the Work if the latter amount be in excess of the former.

The Principal and the Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of six months from the date of this
Bond.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond the
_____ day of _____ 20____.

SIGNED AND SEALED
In the presence of

_____(Seal)
Principal

_____(Seal)
Surety

Appendix "B" – Consent of Surety

Should it be required, we, the undersigned Surety Company, do hereby consent and agree to become bound as sureties in both a Contract Performance Bond and a Labour and Materials Payment Bond, each for the amount of _____ Canadian Dollars (50% of the Contract Price) for the fulfilment of the Contract for the Works named in the annexed specifications, which may be awarded to

At the prices set forth in the attached Bid, which Bonds we understand are to be filed with the Owner within fifteen (15) days of the awarding of the Contract.

We hereby further declare that our Company is legally entitled to do business in the Province of [Alberta/Saskatchewan] and has its business address in [Alberta/Saskatchewan] and/or we have a representative agent with an address in the Province of [Alberta/Saskatchewan].

We further state that our Company is worth over and above our present liabilities the amount herein set forth.

Name of Surety Company

Per: _____

Per: _____