

1. TO: City of Lloydminster
(Owner) 4420 – 50 Avenue
Lloydminster, AB/SK
T9V 0W2

FROM: _____
(Bidder) _____

PROJECT: _____

2. The Bidder, having examined and read the Bid Documents, and having visited the Place of the Work and examined all conditions affecting the Work, is satisfied that it understands the Bid Documents and declares itself competent to perform the Work, and does hereby irrevocably bid and agree to perform the Work in accordance with the Bid Documents, for the Bid Price consisting of the sums listed in Schedule(s) _____ attached hereto which form an integral part of this Bid. The Bidder hereby makes all of the representations to be made by the Contractor in Article 5 of Section 00 52 00 - Agreement as if such were repeated herein.

3. The Bidder also agrees as follows:

3.1. Where quantities are included in this Bid Form and unit prices are requested, it is understood that:

3.1.1. the estimates of quantities shown in the unit price tables contained in this Bid Form are approximate only and for the sole purpose of comparing Bids;

3.1.2. the actual quantities involved in carrying out the Work may be greater or less than the said estimates of quantities set forth in this Bid Form;

3.1.3. in arriving at the unit prices set forth in this Bid Form, the Bidder has made its own estimates of the respective quantities involved and has not relied solely upon the estimates set forth in this Bid Form;

3.1.4. except as otherwise set forth in the General Conditions, payment for Work carried out on a unit price basis shall be made on the basis of actual quantities as determined by the Engineer at the unit prices set forth in this Bid Form for

each respective item of unit price Work, which shall be compensation in full for such Work notwithstanding variations between actual and estimated quantities.

3.1.5. if there is a discrepancy found between the total Bid Price as determined by taking the total of all extensions of the unit prices multiplied by the estimated quantities shown in the Bid Form (the "Calculated Bid Price") and the total Bid Price as indicated herein, the unit prices shall govern and the Calculated Bid Price shall be used for determination of the actual Bid Price. Any calculations by the Bidder of the estimated Bid Price or its components are for convenience only. The Owner shall be entitled to recalculate the sum of the unit prices and the estimated quantities with the total of all such sums being the actual Bid Price. The Owner shall also be entitled to utilize updated estimated quantities rather than those shown in the Bid Form for such calculation where the Owner reasonably believes that such updated estimated quantities more accurately reflect the quantities to be utilized in the Work.

3.1.6. except as otherwise set forth in the General Conditions, no claim shall be made by the Bidder against the Owner or the Engineer on account of any loss of anticipated profits, for delays in the completion of the Work or any portion of the Work or for any other matter or thing arising from or related, directly or indirectly, to any variation between the estimated quantities set forth in this Bid Form and the actual quantities as determined by the Engineer.

4. Where the Bid Price is a lump sum and there is a discrepancy between the numerical and alphabetical Bid Price, the alphabetical Bid Price shall be considered as representing the intention of the Bidder.

5. This Bid is irrevocable, and open for acceptance by the Owner, for the Bid Period. Upon acceptance of this Bid, the Owner shall issue the Notice of Acceptance to the Bidder. Communication to the Bidder of the Notice of Acceptance by delivery, facsimile, posting by prepaid mail or via email shall constitute acceptance of this Bid.

6. Within fifteen (15) Days from the date of receipt of the Contract Documents, the Bidder shall execute and return the Agreement, together with the Contract Security required pursuant to Clause 7 of the Instructions to Bidders, to the Owner. Should the Bidder fail to execute and return the Agreement and Contract Security as aforesaid, whether any other bid has previously been accepted or not, the Bid Security shall be forfeited to the Owner and the Owner shall be entitled to withdraw the Notice of Acceptance. The forfeiture of the Bid Security shall not be construed as a waiver of any rights or remedies which the Owner may have against the Bidder for loss or damage incurred or suffered in excess of the amount of the Bid Security.

7. The Agreement shall be dated as of the date of the Notice of Acceptance.

8. The Bidder shall perform the Work in such manner so as to complete the Work:

[Delete one option prior to issuance to Bidders]

- within _____ Days following the date of the Agreement
- by the _____ day of _____ 20_____.

8.1. Delays in the Work experienced by the Contractor with respect to inclement weather (including rain delays and drying days), shall be included in the Contractor's schedule. The average number of delay days due to inclement weather has been deemed to be fifteen (15) Days. As such, if the delays to the Work due to inclement weather fall between zero (0) and fifteen (15) Days there will be no extension to the contract completion date. Any delays due to inclement weather above and beyond the fifteen (15) Days specified herein, sixteen (16) Days and beyond, will be considered by the

Engineer and the Owner and a determination will be made regarding an extension to the contract completion date.

9. No person, firm or corporation other than the Bidder has any interest in this Bid or in the proposed Contract for which this Bid is made and to which it relates.
10. This Bid is made by the Bidder without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a bid for the same Contract and is in all respects fair and without collusion or fraud.
11. The Owner shall provide unscreened topsoil, if required, at no charge to the Contractor. The topsoil stockpile is located within the quarter section southeast of the intersection of 62 Street and 75 Avenue (NW ¼ Sec. 11, Twp. 50, Rge. 1, W4M). The Contractor shall be responsible for all costs associated with the screening, loading, hauling, and placing of the topsoil.
12. The Owner shall provide clay fill, if required, at no charge to the Contractor. The unit of measurement for imported clay fill shall be the cubic metre for in place, compacted clay fill material. The unit price shall include all equipment, labour and supervision required for loading, hauling, placing and compacting the clay fill to grade and cross-section, moisture adjustments, proof-rolling, and all other related or incidental tasks. Measurement for payment of imported clay fill shall be surveyed cross-section. In the event that the in place, compacted clay fill material cannot be accurately measured by the Engineer through survey, payment based upon the cubic metre of hauled material, divided by a factor of 1.30, will be made. The clay fill is located south of the Owner's Operations Center yard located at 6623 – 52 Street, north of the CN Railway alignment, and must be accessed through the Operations Centre yard. Access to the borrow location must be coordinated with the Owner.
13. All waste material generated from the project, including but not limited to, clean soil, rubble, demolition, concrete, tree rubble, asphalt concrete pavement, concrete, tree/shrub waste, etc. will be accepted at the City of Lloydminster Sanitary Landfill, located within the SW ¼, Sec. 13, Twp. 50, Rge. 28, W3M, unless otherwise approved, with the applicable disposal/tipping fees being borne by the Owner. The Contractor will be responsible for contacting the City of Lloydminster Sanitary Landfill to confirm hours of operation as well as disposal requirements. The Contractor will be responsible for complying with all requirements set forth by the City of Lloydminster Sanitary Landfill, including, but not limited to, separating the material, reducing the material to accepted dimensions, etc. as this has been deemed related to or incidental to the Work. Non-conformance to the requirements set forth by the City of Lloydminster Sanitary Landfill by the Contractor will result in rejection of the load at the Contractor's sole expense.

Contaminated soil, if encountered, shall be disposed of at the (Ridgeline Greenfill Inc.) facility located immediately north of the City of Lloydminster Sanitary Landfill. The cost to treat the contaminated material will be borne by the Owner and should not be included in the unit prices; however, **all other costs including loading, hauling, unloading and/or other disposal costs outside of treating the contaminated material are to be included in the Unit Prices in the Bid Form.** The Contractor will be responsible to coordinate hours of operation and for making arrangements with Ridgeline Greenfill Inc. prior to soil delivery. The unit price shall be deemed full compensation for completing this Work and as such no additional payment will be made due the Contractor for items deemed incidental to the Work.

14. Estimated quantities for Work which is required to be completed under this Contract are provided in Schedule "A" of the Bid Forms. Estimated quantities for alternate Work, if included in the Bid Forms, are provided in Schedule "B" – Alternate Work Quantities and Unit Prices of the Bid Forms. The alternate Work Quantities may be substituted for similar unit price items within Schedule "A" of the Bid Forms 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.

15. The Contractor is requested to submit a unit price for any items identified in Schedule A and B, if any, as "Provisional Items".
16. As per Section 00 72 00 – General Conditions, Clause 40.3 the Contractor will be responsible for all costs associated with the exposure of a utility line that is necessary for the execution of the Work. The Contractor will be responsible for confirming the exposure requirements with the applicable utility company(ies), coordinating and completing the exposing of the utility lines, and all other costs deemed incidental to or related to the exposure of utility lines. The disposal of waste material generated through the exposure process will be accepted at the City of Lloydminster Sanitary Landfill as per Section 00 41 00 – Bid Form, Clause 13.

If provided within the Bid Forms, the lump sum unit price shall be deemed full compensation to be made due to the Contractor for the provision of these services. If no unit item is provided within the Bid Forms, it is understood by the Owner that all costs associated with the provision of these services is included in the other applicable unit rates within the Bid Forms. Under either scenario, no additional payment will be made due to the Contractor for the provision of the services as these costs have been deemed incidental to the work.

It is understood by the Owner that the Contractor has reviewed the plans and the information contained therein with respect to utility crossings, has confirmed the requirements with the utility company(ies), and has included such provisions within their bid prices.

23. The following is a list of the Bidder's experience in performing Work of a similar nature to the Work being tendered:

1) Project Title: _____

Location: _____

Work Description: _____

Date Complete: _____ Value of Contract (\$): _____

Owner: _____ Phone: _____

Refer To: _____

Arch. Eng.: _____ Phone: _____

Refer To: _____

Key Personnel and Subcontractors: _____

2) Project Title: _____

Location: _____

Work Description: _____

Date Complete: _____ Value of Contract (\$): _____

Owner: _____ Phone: _____

Refer To: _____

Arch. Eng.: _____ Phone: _____

Refer To: _____

Key Personnel and Subcontractors: _____

3) Project Title: _____

Location: _____

Work Description: _____

Date Complete: _____ Value of Contract (\$): _____

Owner: _____ Phone: _____

Refer To: _____

Arch. Eng.: _____ Phone: _____

Refer To: _____

Key Personnel and Subcontractors: _____

4) Project Title: _____

Location: _____

Work Description: _____

Date Complete: _____ Value of Contract (\$): _____

Owner: _____ Phone: _____

Refer To: _____

Arch. Eng.: _____ Phone: _____

Refer To: _____

Key Personnel and Subcontractors: _____

24. The Bidder hereby acknowledges receipt of the following Addenda to the Bid Documents:

Addendum No. _____ Date of Issue _____

Addendum No. _____ Date of Issue _____

Addendum No. _____ Date of Issue _____

Addendum No. _____ Date of Issue _____

25. Accompanying this Bid is the Bid Security in the amount of _____ (\$ _____) DOLLARS payable to the Owner which is subject to forfeiture as provided in Clause 6 hereof.

26. Enclosed with our submission is the following documentation:

26.1. Clause 16 - Material and Material Supplier

26.2. Clause 17 - Equipment and Equipment Supplier

26.3. Clause 18 - Subcontractors and Work Performed

26.4. Clause 19 - Key Personnel and Qualifications

26.5. Clause 20 - Equipment Force Account Rates

26.6. Clause 21 - Labour Force Account Rates

26.7. Clause 22 - Experience in Similar Work Completed

26.8. Clause 23 - Acknowledgement of Addenda Received

26.9. Bid Security in the amount of ten percent (10%) of our Total Tender Amount.

26.10. Consent of Surety.

26.11. Certificate of Recognition, from an approved Certifying Partner.

26.12. Workers Compensation Board Clearance, for the Province in which the work is to be completed.

26.13. Contractor Safety Information Request Form (Section 00 30 00 – Available Information).

26.14. Original executed copies of all Addenda to the Bid Documents as identified in Clause 24.

END OF SECTION

REVISION LOG		
DATE	REVISION	COMMENTS
03/21/2019	Addition of Clause 26.	Clarify items to be included with the submission.
05/15/2019	Addition of Clause 16.	Clarify ownership of costs associated with utility exposure.
05/22/2020	Adjustment to Clause 26.	Inclusion of Contractor Safety Information Request Form
06/12/2020	Adjustment to Clause 26.	Inclusion of Addenda to the Bid Document.

SIGNED AND DELIVERED at **6623 - 52 Street, Lloydminster, Alberta,** this _____ day
of _____, 20_____.

If Bidder is an incorporated entity:

_____)	
_____)	
Name of Corporation)	
_____)	
Signature of Authorized Representative)	(Corporate Seal)
_____)	
Name)	
_____)	
Title)	
_____)	
Address)	
_____)	
_____)	
_____)	

If Bidder is an individual or an unincorporated entity:

_____)	
_____)	
Name of Business (if any))	_____
_____)	Signature of Witness
_____)	_____
Signature of Individual)	Name
or Authorized Representative)	_____
_____)	Address
Name of Individual)	_____
or Authorized Representative)	_____
_____)	_____
Title)	_____
_____)	
Address)	
_____)	
_____)	
_____)	

Schedule "A"

Bid Price

Schedule "B" – ALTERNATE WORK QUANTITIES AND UNIT PRICES [REMOVE IF NO SCHEDULE "B"]

Bid Price