

**TENDER DOCUMENTS
FOR
DEMOLITION OF LIONS PARK BRIDGE
TOWN OF EDSON**



McElhanney

McElhanney Ltd.: 3511-11865-00 – September 1, 2023

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1 INSTRUCTIONS TO BIDDERS

1.1 PROJECT INFORMATION

Bridge Site: Lions Park, Poplar Creek
Nearest Community: Town of Edson
Legal Land Description: SE-22-53-17-W5M
Existing Structure: 15.1 m three-span (3.6 m – 8.1 m – 3.4 m) treated timber pedestrian bridge

1.2 PREPARATION OF TENDERS

Bidders shall visit the specified project locations during the bidding period to satisfy their understanding of the required work nature and all associated incidental items that might not be addressed in detail in the Tender document.

The Tender must be submitted on the forms provided. Each Bidder shall specify on the Tender Form the unit price for each of the separate items called for.

The Bidder shall sign his Tender correctly in ink and his post office address must be shown.

1.3 DELIVERY OF TENDERS

Bidders must submit the section entitled **"Tender Forms,"** in addition to **all Addenda** as issued by McElhanney Ltd. (McElhanney). Tenders must be submitted **Electronically** to:

Addressee: ssyme@mcelhanney.com

Subject: **Tender Submission for Demolition of Lions Park Bridge**

Will be received until: **11:00 am, Local Time, Thursday, September 21, 2023.**

1.4 ACCEPTABILITY OF TENDERS

The Bidder will be allowed to withdraw and modify his Tender up to **thirty (30) minutes** before the tender closing time. The modified Tender must be resubmitted in a sealed envelope prior to the tender closing time.

Modifications to the Unit Price Schedule only will be accepted via e-mail message to the office of the Owner and by so doing, bidders accept the following conditions:

- a) the message shall be sent to ssyme@mcelhanney.com marked **"Attention: Shannon Syme – Project Manager"**.
- b) to be accepted, the message must be submitted on the form provided and received no later than **thirty (30) minutes** prior to the time stipulated for closing tenders.
- c) the Owner, his employees, agents, and Consultant shall not be liable nor responsible for e-mail messages not achieving the purpose intended for any reason whatsoever.

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

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

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

The lowest or any Tender will not necessarily be accepted.

1.5 AVAILABILITY OF TENDER DOCUMENTS

Tender Documents are available Electronic (PDF) copies of the Bid Documents are available for free download from the Alberta Purchasing Connection website at the following link:

www.purchasingconnection.ca

The Owner will assume no responsibility or liability for the completeness of any Tender Documents obtained from any other source.

1.6 **ADDENDA**

Addenda, when issued, form part of the Tender Documents. The Bidder 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 McElhanney will be sent to the potential bidders. Notwithstanding any other provision of this Tender, each Bidder must ascertain, prior to the time fixed for receiving tenders, that it has received all Addenda issued by McElhanney.

1.7 **COMPLETING TENDER FORMS**

There is one Unit Price Schedule in this document for:

- Demolition of Lions Park Bridge

The "Unit Price Schedule" must be completed by:

- Filling in all blank spaces under the headings "Unit Price", and "Estimated Quantity" where applicable, and the "Total Bid"; and
- Filling out the schedule as follows:

a) Unit Price

For bid items where the estimated quantity is fixed and the Bidder is required to provide a unit price, insert the unit price in the "Unit Price" column and insert the total for each item in the "Total Bid" column; (in case of discrepancy, the unit price figure will take precedence over the total in the "Total Bid" column);

b) Lump Sum

For bid items where the Bidder is required to provide a lump sum, insert the lump sum amount in the "Total Bid" column. Only the amount in the "Total Bid" column will be used in calculating the Total Tender;

c) Estimated Quantity

For bid items where the unit price is fixed and the Bidder is required to provide an estimated quantity (for example site occupancy), insert the estimated quantity in the "Estimated Quantity" column, and insert the total for each item in the "Total Bid" column; (in case of discrepancy, the estimated quantity figure in the "Estimated Quantity" column will take precedence over the total in the "Total Bid" column). The "Estimated Quantity" must be a whole number. If the number includes decimals, the Department will round to the nearest whole number with .5 being rounded upwards; and

d) Total Tender

Insert the sum of all amounts in the "Total Bid" column in the space marked "Total Tender in Canadian dollars excluding GST".

Prices must not exceed two decimal places. If a submitted unit price schedule contains prices

exceeding two decimal places, the Department will round to the nearest two decimal places with .005 being rounded upwards. Bidders will be bound to such rounded amounts.

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

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

1.8 **PROJECT ENQUIRIES**

For information regarding this project, you may contact:

Shannon Syme, P.Eng. Project Manager,
Grande Prairie Engineering, McElhanney Ltd.
Telephone: (587) 771-0664
111-11706 104 Ave
Grande Prairie, AB T8V 6K3
ssyme@mcelhanney.com

1.9 **TENDER DEPOSIT**

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

The unsuccessful Bidders' 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 Bidder's certified cheque or bid bond will be returned upon receipt by the Owner of the necessary guarantee bonds.

1.10 **GUARANTEE BONDS**

Pursuant to Section 1.2.3, Security, of the General Specifications, the successful Bidder shall deposit with the Owner, at the time of signing the Contract, the following bonds:

- a) a Performance Bond in the amount of **fifty percent (50%)** of the agreed Tender price, covering the faithful performance of the Contract.
- b) a Labour and Materials Payment Bond in the amount of **fifty percent (50%)** of the agreed Tender price.

Both bonds shall be issued by the same 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 Bidder, with his 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 Bidder uses a certified cheque or bid bond.

1.11 SITE CONDITIONS

The Bidder shall examine each project site of the Work before submitting a bid, either personally or through a representative, and satisfy himself as to the nature and location of the Work, local conditions, soil structure and topography at the site of the Work, the nature and quality of materials to be used, the equipment and facilities needed prior to and during the prosecution of the Work, and all other matters which can in any way affect the Work under this Contract. Submission of a Tender by the Bidder acknowledges awareness of all matters that such a site inspection would reveal to the reasonable Bidder.

1.12 PROJECT SCHEDULING AND COMPLETION OF THE WORK

The Contractor shall schedule his operations to complete all the Work under this Contract by **November 30, 2023**.

1.13 EQUIPMENT

The low bidder may be required to supply evidence of experience, equipment, ability and financial capability before the Contract is executed.

1.14 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.

1.15 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.

1.16 OMISSIONS OR DISCREPANCIES

Should a Bidder find discrepancies in, or omissions from, the Drawings or other Tender Documents, or should he be in doubt as to their meaning, he should at once notify the Consultant who may send direction to all Bidders. No oral interpretations shall be made to any Bidder as to the meaning of any part of the Tender Documents. Every request for an interpretation shall be made in writing (email) and addressed to the Consultant:

Shannon Syme, P.Eng. Project Manager,
Grande Prairie Engineering, McElhanney Ltd.
111-11706 104 Ave
Grande Prairie, AB T8V 6K3
ssyme@mcelhanney.com

1.17 **TENDER SECURITY**

The undersigned hereby agrees that if, within thirty-five (35) days after the Contract is presented to him for signature, hand delivered or sent by registered mail or courier addressed to him at the address stated in the Tender, the undersigned refused or fails:

- a) to sign and return to the Owner the Contract for the performance of the Work and the supplying of Material covered by this Tender; or
- b) to provide security and insurance as required by the Specifications,

the bid bond or deposit shall be subject to forfeiture to the Owner, and if a Contract for that Work and Material is then entered into with some other person for a greater amount, the Undersigned is liable to the Owner in the amount equal to the difference between the amount of his Tender and the amount of the Contract actually entered into; the maximum not exceeding the amount of the security required under this section.

1.18 **TENDER WITHDRAWAL**

The undersigned hereby agrees that he will not withdraw this Tender after the time fixed for receiving Tenders,

- a) until some other person has entered into a Contract with the Owner for the performance of the work and/or the supplying of the materials specified in the notice inviting Tenders, or
- b) until thirty-five (35) days after the time fixed for receiving this Tender, whichever first occurs.

1.19 **AGREEMENT**

Should this Tender be accepted, the undersigned agrees to enter into written agreement with the Owner for the faithful performance of the works covered by this Tender, in accordance with the said plans and specifications and complete the said work on or before **November 30, 2023**.

1.20 **SAFETY PREQUALIFICATION**

Contracts will only be awarded to Bidders who, prior to the time fixed for receiving tenders, possess a valid Certificate of Recognition (COR) or a valid Temporary Letter of Certification (TLC) for a standard COR or COR Equivalency Letter (COREL) for out of province Bidders, as issued by the Alberta Construction Safety Association (ACSA) or another certifying partner authorized by the Alberta Ministry of Labour to issue CORs, TLCs, or CORELs. The COR, TLC, or COREL must be relevant to the work. Possession of a Certificate of Recognition other than a standard COR, TLC, or COREL, such as a Small Employer Certificate of Recognition (SECOR) is not acceptable

Prospective Bidders 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:

225 Parsons Rd. SW
Edmonton, AB T6X 0W6
Telephone: (780) 453-3311 or (Toll Free) 1-800-661-2272
Fax: (780) 455-1120 or 1-877-441-0440
Web Site: www.acsa-safety.org
E-mail: edmonton@acsa-safety.org

or another certifying partner authorized by the Alberta Ministry of Labour.

It is the Bidder's responsibility to ensure his 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.

1.21 SPECIFICATIONS AND STANDARD DRAWINGS

Alberta Transportation's Specification, Specification Amendment, and select Drawing manuals referenced herein can be purchased separately from:

Alberta Transportation
Strategic Procurement Branch
3rd fl Twin Atria Building
4999 - 98 Avenue
Edmonton, AB T6B 2X3
Telephone: (780) 415-1068

Alternatively, the documents may be viewed on-line on Alberta Transportation's web site at:
<https://open.alberta.ca/publications>

1.22 TENDERS TO BE UNDER SEAL

All Tenders shall be signed and sealed in the case of a Body Corporate. In the case of an individual, partnership, or non-incorporated organization, Tenders shall be signed and witnessed.

1.23 LIQUIDATED DAMAGES

See General Specifications 1.2.40, "Failure to Complete on Time" and Special Provisions.

1.24 REFERENCE DRAWINGS

Electronic (.PDF) copies of all reference drawings listed in the Tender document may be viewed and/or downloaded, free of charge, from the following website: – The Alberta Purchasing Connection at www.purchasingconnection.ca

Copies of these drawings will be included with the Contract Documents presented to the successful bidder.

1.25 FULL SIZE DRAWING HARD COPIES

Full size drawings will not be available for purchase and only electronic copies will be administered for this Tender.

2 TENDER FORMS

2.1 CONDITIONS

The Undersigned (also referred to as the "Bidder" and the "Contractor"), having carefully read the Contract Documents listed in Article A-2 of the Agreement and 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 Unit Price Schedule.

It is understood that:

1. The estimated quantities shown in this Tender are approximate only and are used for the purpose of comparing bids.
2. No claim shall be made by the Bidder on account of any loss of anticipated profits resulting from any excess or deficiency in the estimated quantities.
3. 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.
4. The prices quoted shall bear a proper relationship to the value of work done or materials supplied.
5. 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.
6. The Contractor is to complete the Unit Price for all items on the Unit Price Schedule.
7. 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 tender without stating reasons. By the act of submitting its bid, the Bidder 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. 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:
 - a) any past experience with the Bidder, or lack thereof;
 - b) the results of any reference check done by the Owner;
 - c) information relating to the financial state of the Bidder, however obtained;
 - d) length of construction period;
 - e) specific time for construction;
 - f) preference to a local Contractor.

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.

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

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

It is understood that if this Tender is accepted within **thirty-five (35) days** of the time stated for Tender closing date, and if the Bidder fails or declines to enter into a Contract in accordance with the terms of the Tender, the Bidder'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 Bidder's failure or refusal to enter into such Contract.

Contractor's Signature

Contractor's Name (Bidder)

Print Name

Witness or Seal

Position in Company

Date

Address

2.2 **COMPLIANCE WITH THE SPECIFICATIONS**

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

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

Contractor's Name (Print)

Witness

Signature or Seal of Contractor
(Bidder)

Print Name

Position in Company

Alberta Construction Safety Association
Number or Equivalent Safety
Certification Number **mandatory**

Date

2.3 **CONTRACTOR'S QUESTIONNAIRE**

I. The Owner requests the following information:

(a) List of Subcontractors

<u>Name</u>	<u>Address</u>	<u>Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Materials Testing Personnel and/or Firms

Quality Control Testing: _____

2.4 **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 (Bidder)

Date

2.5 **UNIT PRICE SCHEDULE**

**DEMOLITION OF LIONS
PARK BRIDGE
FOR
TOWN OF EDSON**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL BID
1	Mobilization (GCS 1.2.9)	1	Lump Sum	\$
2	Site Occupancy (GCS 1.2.41.9)	___ Days	\$1000/day	\$
3	Traffic Accommodation for Bridge Construction (HCS 7.1.12, 7.1.15) (Special Provisions)	1	Lump Sum	\$
4	Care of Water (Special Provisions)	1	Lump Sum	\$
5	Demolition and Disposal of Bridge Structure (BCS 21.4.1) (Special Provisions)	1	Lump Sum	\$
TOTAL TENDER \$				

2.6 **TENDER SUMMARY**

<i>UNIT PRICE SCHEDULE</i>	DEMOLITION OF LIONS PARK BRIDGE	\$
TOTAL TENDER AMOUNT		\$

Contractor's Representative Signature

Contractor's Name (Print)

Print Name

Position in Company

Witness or Seal

Contractor's G.S.T. No.

Date

3 TENDER AMENDMENT FORM



**TENDER AMENDMENT
DEMOLITION OF LIONS PARK BRIDGE
McElhanney Project No.: 3511-11865-00**

We, _____
(Name of Contractor)

the undersigned, modify the Unit Price Schedule for our Tender as shown in the following table.

CONTRACT UNIT PRICE SCHEDULE CHANGES Replacing ALL Previous Unit Price Changes				
BID ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE CHANGE + OR -	TOTAL CHANGE FOR THIS ITEM + OR -
+ or - Change in Total Tender				

We also acknowledge and agree that:

1. This change supersedes all previous changes including those to other bid items. Previously submitted changes are all null and void.
2. We accept full responsibility for any lack of confidentiality arising from the use of this process.
3. We accept full responsibility, for failure of any reason whatsoever, of these revisions to arrive on time, for their accuracy, and for their completeness.

_____ Being _____
Signature Position in Company

Of _____ dated _____
Company Name Date

Email To: ssyme@mcelhanney.com

Attention: Shannon Syme, P.Eng.
Project Manager, McElhanney

4 SPECIAL PROVISIONS

4.1 **STANDARD SPECIFICATIONS, SPECIFICATION AMENDMENTS, AND TYPICAL DRAWINGS**

4.1.1 **Standard Specifications for Highway Construction and Bridge Construction Work**

The specifications for highway and bridge construction work, which shall form part of the Contract Agreement, are published in the following Alberta Transportation manuals:

- General Specifications and Specification Amendments for Highway and Bridge Construction – Edition 16, 2019
- Standard Specifications for Highway Construction – Edition 16, 2019
- Standard Specifications for Bridge Construction – Edition 17, 2020

Generally, and unless otherwise noted or context dictates otherwise, the following changes are to be made to the above-mentioned manuals:

- the words “Department” or “Minister” shall be replaced by the word “Owner.”

4.1.2 **Typical Drawings**

The following additional specifications and typical drawings, which form part of the Contract Agreement, are available for viewing and/or download from the Departments web site at the following address: www.transportation.alberta.ca under the "TENDERING AND CONTRACTING" heading:

- Typical minimum requirements for traffic accommodation and construction zone temporary signing are included in the manual entitled "Traffic Accommodation in Work Zones Manual, 2nd Edition, 2018".

It may be necessary for the Contractor to modify these drawings and/or develop new drawings to address non-typical situations when developing the Traffic Accommodation Strategy in accordance with specification 7.1, Traffic Accommodation and Temporary Signing.

- Typical minimum requirements for erosion and sediment control devices are available through the “Design Guidelines for Erosion and Sediment Control For Highways” link.

Hard copy versions of select manuals are available for purchase from:

Alberta Transportation
Telephone: (780) 415-1068
Strategic Procurement Branch
Suite 310, 3rd Floor, Twin Atria
Building
4999 – 98 Ave.
Edmonton, AB, T6B 2X3

Bidders are advised that, from time to time, revisions might happen to the existing drawings, and/or may insert drawings into the above-mentioned manuals without re-printing hard-copy editions of the manual might happen. These new and/or revised drawings will be available on the Department’s web site.

Bidders are further advised that any drawing revisions and/or new drawings that are posted on the Department's web site as of five calendar days prior to the date set for the opening of tenders, will apply to this Project. Any standard drawings that are not available on the Department's web site will be included in the Contract documents.

4.1.3 Specification Amendments and Supplemental Specifications

The Specification Amendments listed in the following Table are contained in the manual entitled "General Specifications, Specifications Amendments and Supplemental Specifications for Highway and Bridge Construction – Edition 16, 2019". Items that are marked with an "X" are applicable to this Contract; items that are not so marked do not apply. The Contractor is advised that the applicable Specification Amendments may contain modifications to the payment clauses for the Specifications amended.

AMENDMENTS TO SPECIFICATIONS		
SECTION 1 – GENERAL SPECIFICATIONS		
	AMC_C125.2	Priority Line Painting for Site Occupancy
	AMC_C125.3	Non-Priority Line Painting for Site Occupancy
X	AMC_S53.1	Amendment to Specifications 1.2 General, Re: Construction Staking and Survey Majority by Contractor
	AMC_S53.2	Amendment to Specifications 1.2 General, Re: Construction Staking and Survey Majority by Consultant
	AMC_S53.3	Amendment to Specifications 1.2 General, Re: Construction Staking and Survey for Bridge Structures
	AMC_C230	Amendment to Specifications 1.2 General, Re: Diesel Fuel Cost Adjustment
SECTION 3 – SURFACING		
	AMC_S116	Amendments to Specification 2.3, Grading, 3.1 Subgrade Preparation, and all Base Course Specifications, Re: Tolerances for Surface Finish
	AMC_S201	Amendments to Specification 3.50, Asphalt Concrete Pavement (EPS), Re: Acceptance Testing for Contracts with Small Quantities (less than 1,000 tonnes) of Asphalt Concrete Pavement
SECTION 5 – MATERIALS		
	AMC_S9.4	Supply of Aggregate – Contractor's Supply with Option
	AMC_S9.5	Supply of Aggregate – Contractor's Supply with No Option
	AMC_S9.6	Supply of Aggregate – Designated Source
	AMC_C218	Interim Payment for Supply of Materials
BRIDGE CONSTRUCTION SPECIFICATIONS		
X	AMC_B020	Amendments to Specification 1.2 General, Re: Site Offices for Bridge Construction
	AMC_B219	Amendments to Specification 1.2 General, Re: Optional Course of Construction Insurance

4.2 CONTRACT INFORMATION DOCUMENTS

Contract Information Documents including, but not limited to, miscellaneous documents, and reference drawings and documents that may have been provided to the Contractor or made available to the Contractor for viewing during the tender period, shall not be considered part of the Contract Documents.

The Contractor is not entitled to rely upon the factual information or factual data in any Contract Information Document, nor any opinions or interpretations contained therein. Contract Information Documents shall not be considered accurate, complete or appropriate, and are made available solely for the purpose of providing the Bidder with access to the information available to the Owner.

4.3 CONSULTANT

For information regarding this project, please contact:

McElhanney Consulting Services Ltd.

111-11706 104 Ave

Grande Prairie, AB T8V 6K3

T 1-587-771-0664 | C 1-780-882-9879

Contact: Mrs. Shannon Syme, P.Eng. Project Manager,

ssyme@mcelhanney.com

4.4 SCOPE OF WORK

The Scope of Work for this project shall include, but is not limited to, the following:

Demolition of BF 13884 over Range Road 230

- Mobilization and Demobilization
- Traffic Accommodation for Bridge Construction
- Care of Water
- Demolition and Disposal of Bridge Structure

Each bidder, in submitting a tender, acknowledges that he has examined the area to be constructed under this Contract and is completely familiar with the scope and the intent of the work required. Each bidder further acknowledges that he has examined the site and surrounding area and is familiar with all conditions and/or restrictions which could affect or limit his operations due to such things as environmental constraints, public traffic and/or property of others.

Unless otherwise specified, the Contractor shall supply all materials necessary to complete the Work. A complete job is called for, therefore any labour, material, equipment, tool or incidental item not specifically mentioned but necessary for completeness will be considered incidental to the Work and no separate or additional payment will be made.

4.5 MODIFICATIONS TO SCOPE OF WORK

The Owner shall be entitled to increase or reduce the Scope of Work due to budgetary constraints or for any reason whatsoever upon the Owner providing written notice to the successful Contractor. If this is necessary, the actual type of work acceptably completed will be paid at the applicable prices bid shown in the Unit Price Schedule.

The Contractor shall have no claim against the Owner for any adjustment to Bid Items and or quantities regardless of designation. No additional compensation will be paid by the Owner for any delay, inconvenience or damage sustained by the Contractor which is caused by the adjustment to Bid Items and/or quantities.

4.6 PROJECT SCHEDULING AND COMPLETION

The Contractor shall schedule his operations to complete all of the work under this Contract by **November 30, 2023**.

At least two (2) weeks prior to the commencement of the Work, the Contractor shall provide the Consultant with a detailed construction schedule showing his proposed plan to accomplish the work by the specified date.

4.7 SURVEYS

The Contractor shall provide all survey required to complete the Work (if deemed required by the Contractor) at their sole expense. No survey benchmarks, offsets or alignment markers will be provided by the Consultant.

4.8 WORK IN THE VICINITY OF UTILITIES

There are utilities present in the area surrounding Lions Park Bridge site including a buried waterline approximately 10 m upstream of the bridge crossing and a powerline approximately 30 m upstream. The Contractor shall follow all recommendations in Section 1.2.15, Safeguarding Utility and Railway Installations, of the General Specifications. The Contractor shall review the site and confirm the absence or presence of utilities prior to commencement of work. In the event that utilities are present and in conflict with the Work, the Contractor shall be solely responsible for coordinating the relocation or protection of the affected utilities. The Contractor will be responsible for and will conduct his work in such a manner as to safeguard all telephone lines, power lines, gas lines, water lines, oil pipelines and any other utilities within the limits of this project. If any utilities are identified, it is also the Contractor's responsibility to maintain liaison with the utility owners and take all other precautions to maintain the utility services.

There will be no separate payment for liaison, locating and protection of utilities; all costs associated with this work shall be considered incidental to this Contract.

4.9 ENVIRONMENTAL CONTROL

4.9.1 General

The Contractor shall ensure effective implementation of their Environmental Construction Operations (ECO) Plan by meeting the requirements of Section 1.2.16, Environmental Management, of General Specifications, by training staff and sub-Contractors, assigning responsibilities, incorporating procedures and by regular reporting at project meetings. The Contractor shall review the project specific environmental assessments and incorporate the recommendations into their ECO Plan. On a daily basis the Contractor shall inspect and record condition of environmental measures proposed in their ECO Plan, including inclement weather and shut-down periods and these records shall be forwarded to the Consultant on a weekly basis. Any deficiencies shall be rectified as they are discovered.

Should site conditions change and the Contractor foresees difficulties in meeting the tender special provisions and conditions of their ECO Plan or an event occurs that breaches these it is the Contractor's

responsibility to inform the Consultant as soon as possible and to react to be in compliance.

The Contractor is advised that no deleterious substances (including but not limited to sediment, debris, petroleum products) shall be allowed to enter the channel basin or any other body of water whether flowing or static, including the wetlands. Refueling and hazardous material storage areas shall be at minimum 100 m away from any water body. Construction equipment shall not travel outside of the highway right of way. Following construction any disturbed areas shall be re-contoured, top-soiled and seeded. Erosion and sediment control (ESC) devices shall remain in place until the vegetation has been fully established. The inclusion of permanent erosion control measures in this tender does not in any way relieve the Contractor of their responsibilities under General Specification 1.2.16.

A hydrocarbon spill kit shall always be retained on site. This spill kit shall be large enough to safely mitigate twice the maximum spill potential for substances such as diesel, gasoline, and hydraulic fluids. A spill response plan shall be prepared and shall be on-site with all emergency contact numbers included.

All costs associated with adhering to the requirements of the applicable environmental regulations including, but not limited to, sediment monitoring programs and control measures, scheduling constraints and re-planting and re-seeding of disturbed areas, will be considered incidental to the Work, and no separate or additional payment will be made.

4.9.2 Campsites

Campsites will not be permitted.

4.9.3 Control of Equipment

The Contractor shall carefully control all equipment and work operations so that his operations do not extend beyond the necessary working limits unless otherwise specifically authorized by the Consultant.

4.9.4 Burning

Burning will not be permitted.

4.9.5 Historical Resources

Pursuant to Section 31 of the Historical Resources Act, should any paleontological or historical resources be discovered during the conduct of construction activities, the Consultant is to be informed immediately. Pursuant to information from the appropriate governing body, it may be necessary for the Owner to issue further instructions regarding the documentation of these resources.

4.10 ENVIRONMENTAL REQUIREMENTS – CONTROL OF CLUBROOT

4.10.1 General

Clubroot, caused by *Plasmodiophora brassicae*, is a serious disease of cruciferous crops (i.e. mustards, canola, etc.) which can result in reduced to severe yield losses. Clubroot was declared a pest under Alberta's Agricultural Pests Act in April 2007. Enforcement of the Act is the responsibility of the Agricultural Service Board located in each municipality.

The Contractor shall carry out his operations in accordance with the following Provisions and the Best Management Practices outlined in the Alberta Clubroot Management Plan which is available on-line at the following location:

[http://www1.agric.gov.ab.ca/\\$Department/deptdocs.nsf/all/agdex11519](http://www1.agric.gov.ab.ca/$Department/deptdocs.nsf/all/agdex11519)

All costs associated with the implementation of Clubroot control measures, including those required by the

applicable Agricultural Service Board, will be considered incidental to the Work and no separate or additional payment will be made.

4.10.2 ECO Plan Requirements

The Contractor's attention is drawn to Section 1.2.16, Environmental Management, of the General Specifications. The Contractor shall prepare and implement an Environmental Construction Operations (ECO) Plan for each phase of the project. All bridge files included in this project shall be included in a single ECO Plan. The ECO Plan shall be submitted to the Consultant no less than two weeks prior to the pre-construction meeting. Soil disturbance work shall not commence until the Contractor's ECO Plan has been reviewed and accepted by the Consultant.

As part of the ECO Plan, the Contractor shall detail his proposed Clubroot control measures for soil disturbance work at locations involving Clubroot infected soils. Details shall include proposed equipment cleaning procedures as well as any control measures recommended by the Municipality's Agricultural Fieldman.

Development the Contractor's ECO Plan shall be considered incidental to the Work and no separate or additional payment will be made.

4.11 ENVIRONMENTAL REQUIREMENTS – PERMITS AND AUTHORIZATIONS

All Work shall be in compliance with the site-specific environmental assessments (if applicable), Permits and Authorizations under the Water Act and Fisheries Act. In case of a confliction, the more stringent requirements shall apply.

4.11.1 Water Act

All work shall be in accordance with the most recent edition of Alberta Environment's "Code of Practice for Watercourse Crossings".

Alberta Environment classifies the Watercourses at Lions Park Bridge is an unmapped Class "C" water body, indicating fish-bearing streams with a **restricted activity period (RAP) from September 1 to July 15 in any year**. All construction activities within the stream channel must occur outside of this restriction window. No in-stream work is anticipated for the bridge removal.

A Code of Practice Notification (COP) under the Water Act of Alberta will be required for the work at watercourse crossings within the project limits. The Consultant shall submit the COP Notification a minimum 14-day prior to the Contractor's scheduled in-stream work. The Contractor shall provide 21 days notice in the form of a detailed schedule to the Consultant so that mandatory timelines are met. The Contractor shall not complete any in-stream work until a minimum 14-day period following COP Notification submission. The Town or Consultant shall not be responsible for delays associated with the Contractor adhering to the mandatory 14-day waiting period.

4.11.2 Transport Canada

The watercourse is not listed as a scheduled water and is considered to not be navigable. The Work may proceed without conditions.

4.11.3 Wildlife Disturbance Avoidance

Further to the requirements of Section 1.2.16, Environmental Management, of Specification 1.2, General, the Contractor's operations under this Contract shall be in accordance with the following.

Migratory Birds

In order to comply with the Provincial Wildlife Act, the Federal Migratory Birds Convention Act and the Species at Risk Act in the event that clearing and/or other disturbances of vegetation are deemed necessary to carry out the Work or to provide a Contractor laydown area during the bird nesting period; the Contractor shall employ a qualified Wildlife Specialist to carry out a pre-disturbance survey of the area requiring disturbance to determine the presence of nesting birds, sensitive or at-risk species. The survey area shall include an appropriate buffer zone as determined by the Wildlife Specialist. If the pre-disturbance survey reveals the presence of any active nests, sensitive or at risk species; the Contractor shall revise his ECO plan and incorporate any mitigation measures deemed necessary by the Wildlife Specialist. The Contractor is advised that the migratory birds nesting window is April 30th to August 31st.

Swallows

Further to the requirements of General Specification Section 1.2.16.5, Work subject to the Migratory Birds Convention Act is subject to the following conditions and requirements as they relate to the possible nesting of swallows on the infrastructure.

The Contractor is advised that there may be existing, abandoned swallow nests on or nearby the bridges. It is the Contractor's responsibility to remove these nests prior to commencement of the potential nesting period for swallows and to implement measures to deter new nesting until the Work begins and during construction.

The Contractor shall monitor the structures for signs of nesting activity until completion of the Work, or until the potential nesting period has ended; whichever occurs first. If swallow nesting activities are observed during the potential nesting period, the Contractor is required to remove partially completed nests ("foundations") daily and implement additional measures as necessary to deter further nesting activities. Proposed nesting deterrence measures shall be approved for use by the Consultant prior to implementation. The Contractor is advised that swallow nests can be completed in as little as three days, and that any substantially completed nests that are in a form usable to the bird will be considered active/ a "nest." Once active, disturbance of these nests will not be permitted until it has been determined by a Wildlife Specialist that the nests are no longer active or as advised by the Canadian Wildlife Service.

Payment

All costs associated with wildlife disturbance avoidance will be considered incidental to the Work, and no separate or additional payment will be made.

4.11.4 Decontamination of Construction Equipment Used Within the Bed or Banks of Waterbodies

Whirling disease is a fish disease that affects the salmonid family of fish, which include trout and mountain whitefish. The disease is caused by a parasite that affects the cartilage of the fish head, spine and gills. A marked "whirling" swimming behaviour may be observed in fish as the parasite invades cartilage and impairs the nervous system. While not harmful to humans, whirling disease can cause high levels of mortality to fish. The disease can be transmitted from infected locations to other waterbodies by the movement of infected water or sediment on gear, equipment, watercraft or vehicles.

In addition to whirling disease, this process will minimize the spread of other fish diseases and aquatic invasive species, such as zebra mussels.

Requirements

1. The Contractor shall ensure that machinery arrives on Site in a clean condition and is free of invasive

aquatic species (e.g., *Myxobolus cerebralis* – whirling disease) and dirt, Noxious Weeds or Prohibited Noxious weeds.

2. The Contractor's ECO Plan shall address Alberta Environment and Protected Areas Decontamination Protocol for Work in or Near Water (the Decontamination Protocol) in order to meet regulatory approval conditions. The protocol can be found at the following website: <https://www.alberta.ca/stop-whirling-disease.aspx>.

3. For construction equipment the Contractor shall follow the Decontamination Protocol including APPENDIX D: DECONTAMINATION INSTRUCTIONS FOR INDUSTRIAL AND CONSTRUCTION OPERATIONS.

4. The Contractor shall follow the Decontamination Protocol at the Stop the Spread of Whirling Disease website (<https://www.alberta.ca/stop-whirling-disease.aspx>) that is applicable to all other non-construction related equipment (i.e., personal gear, turbidity monitoring equipment, etc.) with respect to the AEP Risk Zone the Project is occurring within.

5. The Contractor shall document and track their decontamination efforts by completing the decontamination record template found in the Decontamination Protocol (APPENDIX I: DECONTAMINATION RECORD TEMPLATE) and make available to the Consultant upon request.

Payment

All cost associated with complying with decontamination protocols and reporting will be considered incidental to the Work, and no separate or additional payment will be made.

4.11.5 General Environmental Conditions

The following general conditions shall apply:

- The Contractor shall coordinate closely with the local municipal authority at all times.
- Provisions of the Alberta Water Act apply.
- The flow of water must be maintained at the site at all times.
- The deposition of deleterious material in the watercourse is prohibited.
- Disturbance of the banks is to be kept to a minimum and confined to the site. In-stream work is not anticipated.
- Precautions shall be taken to prevent soil erosion.
- All disturbed areas are to be reclaimed and stabilized by seeding as directed by the Consultant.
- All newly constructed berms and embankments shall be topsoiled and seeded.
- Upon receipt of any permits and any other permit documents, the Contractor must have them available on the site at all times.

The Contractor is advised that they are solely responsible for obtaining any additional permitting required to complete the Work.

No separate or additional payment will be made for any delays associated with acquiring other approvals and permits, or additional requirements contained within.

4.12 LOCAL BYLAWS

The Contractor is advised that the work limits are located within the Town of Edson. The Contractor shall comply with all local bylaws and regulations which may include, but is not limited to, noise restrictions, burning of trees and other organic materials, traffic accommodation requirements and business licenses.

The Contractor shall have no claim against the Town should any local bylaws or regulations hinder, restrict and/or delay the completion of the Work included within this Contract.

4.13 CONTRACTORS LAYDOWN AREA

The Contractor shall designate the location of his equipment servicing and laydown area to the Consultant prior to construction.

If the Contractor elects to enter into an agreement with a private landowner or landowners, the following shall apply:

- The Contractor shall provide the Consultant with a copy of the agreement(s) between the Contractor and the Landowner(s).
- The Contractor shall provide pre assessment and post-assessment reports to the Consultant in accordance with Alberta Infrastructure and Transportation's Post Disturbance Reclamation Criteria and Assessment Procedures for Excavations and Road Construction.

4.14 TRAFFIC ACCOMMODATION FOR BRIDGE CONSTRUCTION

4.14.1 General

Traffic Accommodation shall be provided in accordance with the Department's Traffic Accommodation in Work Zones, Second Edition manual, dated December 2018, and Section 7.1, Traffic Accommodation and Temporary Signing, of the Standard Specifications for Highway Construction. The Contractor shall assume full responsibility for safety during the entire construction period and shall provide the necessary flag people, signs, flashers, barricades etc. to ensure the safe and orderly passage of traffic and pedestrians around the site as is satisfactory to the Consultant.

The Contractor shall prepare a Traffic Accommodation Strategy (TAS) for the project. The TAS shall be submitted to the Consultant no less than two weeks prior to the pre-construction meeting. No Work shall commence until the Contractor's TAS Plan has been reviewed and accepted by the Consultant.

Sign layouts shall be outlined in the Contractor's TAS. Performance of the construction signing shall be monitored by the Consultant and Town of Edson, and the Consultant or Town of Edson may order modifications to the traffic control measures such as, but not limited to, signing alterations, barricade adjustments, and/or maintenance. The Contractor shall promptly correct any performance defect identified by the Consultant or Town of Edson. Failure to do so will result in the Consultant or Town of Edson arranging for correction at the Contractor's expense.

The project site is located adjacent to the Lions Park Campground. The Contractor shall be responsible to coordinate access to the project site and laydown area with the Campground operators and is advised that construction activities, signage, barricades, haul routes, and laydown area shall not impact the operation of the campground.

Payment for "Traffic Accommodation for Bridge Construction" shall be made at the lump sum price bid. Payment shall include full compensation for all costs associated with accommodating traffic and pedestrians around the project site.

Any costs associated with the reclamation of temporary laydown areas outside of the designated construction area will not be measured for payment and shall be considered incidental to the works.

4.15 **CARE OF WATER**

4.15.1 **General**

The Contractor shall construct temporary works as necessary to accommodate water through the site at all times in accordance with all applicable environmental regulations. The Contractor shall prepare and submit a Care of Water Plan as part of the ECO Plan at least 14 days prior to the preconstruction meeting. No work will be permitted until the plan has been reviewed by the Consultant.

The plan shall outline the means and methods that will be used for care of water including site isolation and water accommodation at all times during the work. In addition, the Contractor shall implement the following measures, if applicable:

- Any instream works in flowing water conditions will be isolated during construction. 100% of downstream flow shall be maintained at all times.
- Any fish will be rescued from the isolated area prior to construction and be relocated, unharmed, into an area containing sufficient flow and cover. A Provincial Fish Research License (FRL) may be required. If so, the rescue operations employing effective methods (e.g. electrofishing, seine netting, minnow trapping) shall be carried out as stipulated in the FRL.
- Materials in isolation berms will be made of non-erodible materials and not introduce clay or silt into any watercourse. Instream works will be confined to the isolated channel section. Accumulations of deposited sediment will be removed from within the isolated area prior to removing the isolation barrier.
- Should the need for dewatering arise, water will be released into a well vegetated area or settling basin and not directly into any watercourse. Water returning to the watercourse will be of equal or better quality than the water in the watercourse.
- All excavation work shall be isolated from the flowing water.
- Isolation berms, temporary channel diversions or structures shall be removed and reclaimed upon completion of construction.

The Contractor should be aware that there may be sudden changes in water levels and peaks in flow rates as a result of rainfall taking place in the stream's watershed. Flowing water may occur from both above and below the streambed.

4.15.2 **Preventative Measures**

Construction area boundaries and areas of concern shall be marked with conspicuous flagging tape to ensure public awareness as well as to remind construction personnel that the site is a sensitive area which shall not be disturbed beyond necessity. All individuals on site shall be orientated with respect to environmental protection measures.

4.15.3 **Clearing and Grubbing**

The clearing of vegetation shall be kept to a minimum necessary to provide access to the site. Vegetation clearing and disposal methods shall be approved by the Consultant.

4.15.4 **Control of Surface Water Run-off**

All exposed areas resulting from construction activities will require erosion control devices. Extra erosion and sediment control materials shall be on site during the construction period should a precipitation or

snowmelt event occur at a vulnerable time.

At minimum, erosion and sediment control devices shall include the installation of a silt fence along the water's edge on either side of the channel including upstream and downstream of the construction site. Additionally, silt fence shall be placed at the base of stockpiles to prevent material from entering the watercourse during storm events.

Accumulated sediment shall be removed from sediment control devices as required to ensure effective treatment of surface runoff. The Contractor shall remove sediment in such a manner that no sediment is released downstream of the structure and also to ensure the device is not damaged.

4.15.5 Payment

Payment shall be made at the lump sum price bid for "Care of Water" which price will be considered full compensation for all materials, equipment, labour, tools and incidentals necessary to complete the work to the satisfaction of the Consultant.

The Contractor will be paid 50% of the lump sum price once the bridge superstructure has been fully removed from the foundations. The remaining 50% will be paid once the foundation elements have been removed from the channel banks and the area reclaimed.

Care of Water will be monitored by the Consultant, and if, in their opinion, water is not being accommodated adequately, the Contractor shall be required to modify his water accommodation methods at no extra cost.

4.16 DEMOLITION AND DISPOSAL OF BRIDGE STRUCTURE

4.16.1 General

The Contractor's attention is drawn to Section 21.2.1, General, of the Standard Specifications for Bridge Construction. **A detailed Demolition and Disposal Plan is required.** The Contractor shall remove and dispose all components of the existing bridge structure at an appropriate disposal site in accordance with Section 21, Demolition, Disposal and Salvage of Bridge Structures, of the Standard Specifications for Bridge Construction. The existing bridge structure is a 3-span treated timber bridge on a treated timber and concrete substructure. Removal and disposal components include but are not limited to deck, stringers, girders, bearing components, capbeams, railings, piers, wingwalls, abutments, piles, earth fill, and foundations. Timber piles that cannot be fully removed shall be cut to a minimum 1.0 m below ground. The Contractor shall restore the channel embankment to its natural condition, complete with permanent erosion and sediment control devices installed on disturbed slopes.

All excavation, hauling and disposing of waste material and bridge components, supply and placement of topsoil, topsoil handling, seeding, restoration and other incidentals required to remove and dispose of the existing bridge components and restore the channel and banks will be considered incidental to Demolition and Disposal of Bridge Structure and no separate or additional payment will be made.

4.16.2 Permanent Erosion and Sediment Control

The Contractor shall supply and install erosion control soil covering Type B material along the disturbed channel banks and as determined or staked by the Consultant. The erosion control soil covering shall not be placed below the ordinary water mark within the watercourse. All areas shall be covered with topsoil and seeded prior to installing the soil covering. Supply and installation of Permanent Erosion and Sediment Control Devices will be considered incidental to Demolition and Disposal of Bridge Structure and no separate or additional payment will be made.

5 SPECIFICATION AMENDMENTS

5.1 **AMENDMENT TO SPECIFICATION 1.1, DEFINITION AND INTERPRETATION**

Unless otherwise noted, the following shall apply to all Specifications:

- The word "Department" shall be replaced by the word "Owner"
- The word "Minister" shall be replaced by the word "Owner"

Add the following definitions:

- *The Owner is the person, firm, or corporation identified as such in the Agreement and may, in some contracts, mean "Alberta Transportation," is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized agent or representative as designated to the Contractor in writing but does not include the Consultant.*
- *The Consultant is the Owner's representative during construction and until completion of any correction of defects, or until the issuance of the Final Acceptance Certificate, whichever is later, and will continue to the end of the warranty period. The Owner's instructions to the Contractor shall be forwarded through the Consultant. The Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written agreement.*

In the event of the termination of the employment of the Consultant, the Owner shall immediately appoint a Consultant to whom the Contractor makes no reasonable objection and whose status under the Contract shall be that of the former Consultant.

Nothing contained in the Contract Documents shall create any contractual relationship between the Consultant and the Contractor; his Subcontractors; his suppliers; or their agents, employees, or other persons performing any of the Work.

The word "Utilities" shall mean, but not be limited to, pipelines, drainage works, water works, sewage works, power facilities, telephone facilities, cable facilities, appurtenances, and facilities which are located on, in, or near the right-of-way and which may be affected by construction.

5.2 **AMENDMENT TO SPECIFICATION 1.2, GENERAL SPECIFICATIONS**

5.2.1 **Section 1.2.4, Insurance**

Section 1.2.4, "Insurance" of the General Specifications shall be modified to require the inclusion of the owner and McElhanney Ltd. as additional insured for this project.

Sub-section 1.2.4(i) is modified to read: "General Liability Insurance in an amount not less than two million dollars (\$2,000,000) inclusive per occurrence, ..."

Added to sub-section 1.2.4(i) is: "... Such insurance must include, but not be limited to, the following:

- Have a deductible not exceeding five thousand dollars (\$5,000), with the Contractor to be responsible for payment of all deductibles. ..."

Sub-section 1.2.4(i) is modified to read: "... Such insurance must include, but not be limited to, the following:

- Non-Owned Automobile Liability (minimum sub-limit \$2,000,000); ..."

Sub-section 1.2.4(ii) is modified to read: "Automobile Liability on all vehicles owned or licensed in the name

of the Contractor in an amount not less than five million dollars (\$2,000,000).

6 PLANS AND ENVIRONMENTAL ASSESSMENTS

6.1 SEPARATE PLANS

The following plans included in this Contract shall form part of the Contract Documents:

Drawing Number	Description
N/A	N/A

6.2 ENVIRONMENTAL ASSESSMENTS

The following environmental assessments included in this Contract shall form part of the Contract Documents:

- Town of Edson, Environmental Assessment, Tributary to Bench Creek – Lions Park Bridge Removal (SE-22-53-17-W5M), Prepared by RCBio Solutions Ltd., October 2022.

7 Environmental Permits and Authorizations

7.1 **HISTORICAL RESOURCES ACT APPROVAL**

A submission for HRA approval has been submitted and is pending. If HRA approval is not received by October 15, 2023, the Owner reserves the right to extend the contract completion date. No additional payment will be made for delays due to HRA approval.

8 REFERENCE DOCUMENTS

- Lions Park Bridge – Demolition Plan Memo

9 ADDENDA

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

10 AGREEMENT

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

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

and _____
hereinafter called the **"Contractor"**

witnesses that the parties agree as follows:

10.1 **ARTICLE A-1 THE WORK**

The Contractor shall:

Perform the Work required by the Contract Documents for **Demolition of Lions Park Bridge** which have been signed by the parties, and which were prepared by McElhanney Ltd.

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

10.2 **ARTICLE A-2 CONTRACT DOCUMENTS**

The following is an exact list of the Contract Documents referred to in Article A-1 of this Agreement and as defined in item 1.1.4 of DEFINITIONS. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties.

1. Instructions to Bidders
2. Tender Forms
3. Tender Amendment Forms
4. Special Provisions
5. Specification Amendments
6. Plans
7. Addenda
8. Agreement

10.3 **ARTICLE A-3 CONTRACT PRICE**

- (a) The quantities shown in the Unit Price Schedule 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.
- (b) The Estimated Contract Price shall be the sum of the products of the estimated quantities and the appropriate Contract Unit Prices in the Schedule.
- (c) See Unit Price Schedule in the Tender Form.

10.4 **ARTICLE A-4 PAYMENT**

- (a) The Owner shall pay the Contractor in Canadian Funds for the performance of the Contract, the amounts being determined by actual measured quantities of the individual work items contained in the Unit Price Schedule in Article A-3(c) of this Agreement, and measured in accordance with the methods of measurement given in the specifications.
- (b) Subject to applicable legislation and the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a **10% holdback**, the Owner shall:
- (1) Make progress payments to the Contractor on account of the work performed as certified by the Consultant, which will become due and payable 45 days following the cut-off date of the progress certificate, (which unless agreed to differently, will be the 25th day of the month), and
 - (2) Upon Final Construction Acceptance of the Work as certified by the Consultant pay to the Contractor the unpaid balance of holdback monies then due, and
 - (3) Upon termination of the warranty period as certified by the Consultant pay to the Contractor the unpaid balance of monies then due.
- (c) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest of **three percent (3%)** per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

10.5 **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.

10.6 ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

Communications in writing between the parties or between them and the Consultant shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended or if sent by post or by telegram, to have been delivered within five (5) working days of the date of mailing, dispatch or of delivery to the telegraph company when addressed as follows:

The Owner at **605 50 St, Edson, Alberta
T7E 1T7**

The Contractor at _____

The Consultant at **111 – 11706 104 Ave
Grande Prairie, Alberta
T8V 6K3**

10.7 ARTICLE A-7 LAW OF THE CONTRACT

The law of the Place of the Work shall govern the interpretation of the Contract.

10.8 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.

10.9 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 EDSON

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.