

SUMMER VILLAGE OF ROSS HAVEN

Tender Documents

4TH STREET IMPROVEMENTS

AUGUST 2025

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(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

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Technical Drawings

INVITATION TO TENDER
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

Tenders for:

SUMMER VILLAGE OF ROSS HAVEN 4TH STREET IMPROVEMENTS

Will be received by:

E-MAIL:

Bolson Engineering and Environmental Services
tthompson@bolson.ca

Closing time and date for Tenders is:

12:00 pm local time, September 8th, 2025 (the
“Tender Closing”).

Note: Offers received after the above time
will not be accepted. Confirmation of the receipt
of tenders will be supplied by email.

1. Submit one copy of the executed offer on the Tender Form provided, signed, as a PDF by email. In the subject line of the email please use:

SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS

Deadline For Questions:

September 3rd, 2025

INVITATION TO TENDER **(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)**

The Work to be undertaken in this contract generally involves but is not necessarily limited to:

SV of Ross Haven 4th Street Improvements

- Regrading of the 4th Street roundabout
 - Install storm line and CBMH's
 - Supply and install new granular base course
 - Landscaping work
2. The lowest or any tender will not necessarily be accepted.
 3. Bolson Engineering will act as the **Engineer** for the entirety of the project with the "OWNER" as the Project Administrator/Owner.
 4. The successful Bidder shall meet the milestones and completion dates that the Bidder enters in the Tender Form.
 5. Inquiries regarding the Tender Documents shall be directed to:

Trent Thompson, P. Eng.
Bolson Engineering and Environmental Services
Phone: (780) 668-8571
E-mail: tthompson@bolson.ca

Trevor Shinness, CET
Bolson Engineering and Environmental Services
Phone: (780) 934-2311
E-mail: tshinness@bolson.ca

INVITATION TO TENDER **(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)**

6. Submission of a Tender by the Bidder gives the Owner the right to require the Bidder to execute the Contract and to perform the Work as set out within the Tender Documents. Tenders may not be withdrawn at or after the Tender Closing and will be irrevocable and open for acceptance by the Owner for a period of twenty (20) days after the Tender Closing. The successful Bidder will be notified in writing of the award of the Tender by the Owner providing the successful Bidder a Notice of Award.
7. The Tender Documents shall be the basis upon which tenders will be submitted. The Tender Documents consist of the following documents herein referred to as the "Tender Documents":
 - Invitation to Tender
 - Instructions to Bidders
 - Tender Form
 - Performance Bond
 - Labour and Material Payment Bond
 - Certificate of Insurance or Letter of Insurability
 - General Conditions
 - Supplementary General Conditions (if applicable)
 - Special Provisions (if applicable)
 - Technical Specifications
 - Technical Drawings
8. The Tender Documents are made available only for the purpose of obtaining offers for this project. Their use does not confer a license or grant for other purposes.
9. Pricing and proposed schedule for 2025 construction is being requested as part of the tender process.

INSTRUCTIONS TO BIDDERS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

1.0 INTERPRETATION

1.1 For these Instructions to Bidders, all terms shall have the same meanings as defined in the General Conditions.

1.2 For the Instructions to Bidders:

1.2.1 "Bidder" means an individual, partnership or corporation that provides a Bid in response to the Owner's Tender.

1.2.2 "Tender" means the Owner's request for Bids as outlined in the Invitation to Tender and these Instructions to Bidders.

1.2.3 "Tender Documents" means all documents listed in the Invitation to Tender.

2.0 SUBMISSION OF BIDS

2.1 Submit one copy of the executed offer on the Tender Form provided, signed, as a PDF by email.

2.2 The Bid shall be valid for a period of twenty (20) days from the closing date of this Tender.

2.3 Submission of a Bid gives the Owner the irrevocable right to require the Bidder to execute the Contract and perform the Work.

2.4 Bidders shall be solely responsible for the delivery of their tenders in the manner and time prescribed.

2.5 **Do not** submit Tender Documents with Tender Form.

INSTRUCTIONS TO BIDDERS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

3.0 FORM OF BIDS

- 3.1 Each Bid shall include a Tender Form with the blank spaces filled in.
- 3.2 The Tender Sum must be written in words as well as figures, and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes (other than the Goods and Services Tax). The Goods and Services Tax must be shown as a separate amount unless otherwise specifically stipulated. In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount.
- 3.3 Bids must be written in English.
- 3.4 On Unit Price Tenders, if there is a discrepancy found between the unit prices and the extended amount, the unit prices shall be deemed to represent the intention of the Bidder. The Owner shall be entitled to recalculate the Tender Sum using the unit prices and such recalculated Tender Sum shall be incorporated into the Bid.
- 3.5 Bids shall not be withdrawn, modified, or clarified after being deposited with the Owner unless such withdrawal, modification or clarification is made in writing and received by the Owner prior to the time and date specified for the closing of this Tender.
- 3.6 If a Bidder wishes to modify the Tender Sum, the Bidder may do so in accordance with Article 3.6, by issuing a written statement of the amount that is to be added to, or deducted from, the Tender Sum indicated on the Tender Form without stating the original Tender Sum or the revised Tender Sum. Unless otherwise stated, the modifying amount is deemed to exclude G.S.T.

4.0 LITIGATION POLICY AND PAST PERFORMANCE

- 4.1 The Owner may reject a Bid submitted by a Bidder or an affiliate or associate of a Bidder who is in litigation or arbitration with the Owner. The Owner may reject a Bid submitted by a Bidder if the Owner determines that a Bidders' performance or the performance of an affiliate or associate of a Bidder on previous contracts with the Owner is unsatisfactory and the Owner has advised the Bidder or its affiliate or associate of this determination.

INSTRUCTIONS TO BIDDERS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

5.0 ELECTRONIC DOCUMENTS

5.1 The electronic version of the Tender Documents is provided for tender purposes.

5.2 Addenda will also be issued electronically.

6.0 CHANGES TO TENDER DOCUMENTS

6.1 The Bidder shall carefully examine the Tender Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to the Owner's Engineer at least five (5) working days prior to the Tender closing date. If necessary, the Owner's Engineer will respond to errors, omissions, discrepancies or clauses in the Tender Documents requiring clarification by way of addenda.

6.2 If no errors, omissions, discrepancies or clauses requiring clarification are reported to the Owner at least five (5) working days prior to the Tender closing date; the Owner shall be entitled to determine, in its sole discretion, the intent of the Tender Documents.

6.3 No implied obligation of any kind by or on behalf of the Owner shall arise from anything in the Tender Documents. The express obligations contained in the Tender Documents and made by the Owner are and shall be the only obligations that apply.

6.4 Without limiting the generality of Article 6.3, the Tender Documents supersede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Tender made prior to the Tender closing date, and no changes shall be made to the Tender Documents except by written addenda.

6.5 Addenda may be issued during the tender period. All addenda become part of the Contract Documents and must be acknowledged in the space provided on the Tender Form. See 5.2 for additional information.

6.6 Include costs to comply with the addenda in the Total Tender Sum.

6.7 Verbal answers to inquiries are only binding when confirmed by written addenda.

INSTRUCTIONS TO BIDDERS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

7.0 BID REQUIREMENTS

- 7.1 Bidders shall be actively engaged in the line of work required to perform the work and shall be able to refer to work of a similar nature performed by them. Bidders should be fully conversant with the general technical phraseology in the English language of the lines of work required to perform the work.
- 7.2 Each Bidder shall review the Tender Documents and confirm that it is in possession of a full set of Tender Documents when preparing its Bid.
- 7.3 Tender Forms shall be properly executed in full compliance with the following requirements:
- 7.3.1 the signatures of persons executing the Tender Form must be in their respective handwriting; and
 - 7.3.2 if the Tender Form is submitted by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers;
 - 7.3.3 if the Tender Form is submitted by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;
 - 7.3.4 if the Tender Form is submitted by an individual carrying on business under a name other than its own, its business name together with its name shall be printed immediately above its signature; or
 - 7.3.5 if the Tender Form is submitted by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.

INSTRUCTIONS TO BIDDERS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

8.0 INSURANCE

- 8.1 Bids should include a Certificate of Insurance in a form acceptable to the Owner certifying that the insurance as required in the General Conditions of the Contract is in place or, if the required insurance is not in place, a letter from the Bidder's Insurance Broker certifying that the required insurance will be issued to the Bidder if the Bidder is the successful Bidder.

Throughout the term of this Contract, the Contractor shall maintain in full force and affect the following:

- a) General Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for personal injury and/or property damage. Such policy shall be endorsed to include the following:
- Contractual Liability (including this agreement);
 - Non-Owned Automobiles;
 - Independent Contractors;
 - Products and completed operations;
 - Excavation, collapse, shoring and pile driving (as applicable);
 - Broad form property damage;
 - Employees as Additional Insured's;
 - Property Damage Occurrence;
 - Cross Liability;
 - Contingent Employers Liability; and
 - Commission as an Additional Insured.
- b) Automobile Liability coverage in an amount not less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and/or property damage.
- 8.2 The Owner may obtain Course of Construction Insurance for the property incorporated in the Work.
- 8.3 The successful Bidder shall provide all required insurance to the Commission no later than five (5) working days after receipt of a Notice of Award from the Owner.

INSTRUCTIONS TO BIDDERS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

9.0 COMMENCEMENT AND COMPLETION OF WORK

- 9.1 The successful Bidder can commence the Work after receipt of a Notice to Proceed and once all required submittals are provided to the Owner.

10.0 WORK SITE CONDITIONS

- 10.1 The Bidder shall carefully examine the Work Site before submitting a Bid and shall satisfy itself as to the nature and location of the Work, local conditions, subsurface conditions, topography, the nature and quality of materials to be used, the equipment and facilities needed before and during the execution of the Work, and all matters which may in any way affect the Work.
- 10.2 A mandatory site review will occur on August 28th, 2025 at 2:00pm to allow for all interested bidders to review the existing site conditions.
- 10.3 The Bidder is fully responsible for obtaining all information required for the preparation of its Bid and for the execution of the Work.
- 10.4 The Bidder shall not rely upon any oral information provided to it by the Owner or its representatives.
- 10.5 Be aware of any and all Provincial and Federal legislation, regulations and codes, Policies, Ordinances, Engineering Design Guidelines, Construction Standards or other such matters that may affect the Tender.

11.0 MATERIAL SUPPLIERS

- 11.1 The Bidder shall list, if required, in the Tender Form provided, the names of the material suppliers it intends to use together with the trade or brand names of the material supplied.
- 11.2 The material suppliers shall not be changed after the Tender closing date unless prior written permission of the Owner is obtained. Failures to obtain prior written permission shall constitute a substantial breach of the Contract, and the Owner may at its option, immediately terminate the Contract on written notice to the Contractor. The Owner shall not be liable for any damages, costs or losses whatsoever incurred by the successful Bidder as a result of said termination.
- 11.3 Prior to the decision of who is the successful Bidder, the Owner may object to any material supplier proposed by a Bidder in which case the Bidder shall nominate another material supplier who is acceptable to the Owner.

INSTRUCTIONS TO BIDDERS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

12.0 EQUIPMENT

If required in the Tender Form, the Bidder shall list the equipment it intends to use in the Work. The words "As Required" or similar wording will not be sufficient to describe the equipment.

13.0 SUBCONTRACTORS

- 13.1 The Bidder shall list in the Tender Form the name of each subcontractor it proposes to use for the portions of the Work described in each section of the Specifications.
- 13.2 The Bidder agrees that the list of names of subcontractors supplied with the Bid is the list of Subcontractors proposed to be used for those parts of the Work noted.
- 13.3 Prior to a decision as to who is the successful Bidder, the Owner may object to any subcontractor proposed to be employed by the Bidder in the performance of the Work, in which case the Bidder shall nominate another subcontractor who is acceptable to the Owner. Failure to nominate another subcontractor who is acceptable to the Owner may result in rejection of the Tender by the Owner.
- 13.4 The Subcontractors listed in the Tender may not be changed without the written consent of the Owner. If the Owner so requires, the Tenderer shall be prepared to confirm to the Owner the competence of the subcontractors prior to their acceptance on the Work.
- 13.5 The Drawings and specific clauses of the Specifications have been arranged into various sections to better describe the Work to be carried out under this Contract. The successful Bidder shall be solely responsible for the Work under the Contract and for the allocation of the Work to Subcontractors.

14.0 IMPORTING AND GOODS AND SERVICES TAXES

- 14.1 The Bidder shall include in the Tender Sum all relevant fees, charges, penalties, or duties levied in importing any equipment, services, or Products for the performance of the Work, unless otherwise specifically stipulated.
- 14.2 The Goods and Services Tax is to be quoted as a separate amount on all taxable supplies. Zero-rated and exempt supplies are to be noted separately.
- 14.3 The Owner may reject a Bid that does not comply with the tax-related instructions.

INSTRUCTIONS TO BIDDERS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

- 14.4 It is the responsibility of the Bidder to determine the correct amounts and classifications of all fees, charges, penalties, or duties.
- 15.0 **SUCCESSFUL BIDDER**
- 15.1 The Owner reserves the right to award a Contract to any Bidder, and not necessarily the lowest Bidder. The Owner also reserves the right to not award a Contract pursuant to this Tender.
- 15.2 Award of Contract by the Owner occurs once the Bidder receives a written confirmation of acceptance (Notice of Award) from the Owner.
- 15.3 The successful Bidder shall:
- 15.3.1 provide the required Performance and Labour and Materials Bond no later than five (5) working days after receipt of the Notice of Award from the Owner;
 - 15.3.2 provide a Certificate of Insurance no later than five (5) working days after receipt of the Notice of Award from the Owner; and
 - 15.3.3 execute and return the Contract to the Owner within five (5) working days of receipt of the Contract Agreement form from the Owner.
- 15.4 Within five (5) working days of receipt of a Notice of Award from the Owner, the successful Bidder shall submit a proposed Construction Schedule showing the anticipated time of commencement and completion of each of the various operations to be performed under the Contract.
- 16.0 **WORKERS' COMPENSATION**
- 16.1 Bidders shall submit with their Bid, a letter of Account from the Workers' Compensation Board - Alberta. This letter must be current and not dated prior to fourteen (14) days of the closing date for this Tender.
- 16.2 Bidders who do not have an account with the Workers' Compensation Board - Alberta shall provide with their Bid evidence of a subcontractor or other company that will carry such coverage on their behalf.
- 16.3 If directors, partners, or owners of the Contractor will be actively providing services under the Contract, then the Contractor must provide WCB coverage for those directors, partners, and owners. The Contractor will provide evidence of such coverage to the Owner upon request.

INSTRUCTIONS TO BIDDERS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

17.0 PRODUCT APPROVALS

- 17.1 The Bidder must obtain approval for proposed Products that are at variance with the Specifications or Drawings prior to submitting its Bid.
- 17.2 The Bidder must obtain approval for equivalent Products that it proposes to substitute for trade name Products specified in the Tender Documents prior to submitting its Bid.
- 17.3 Bidders must submit applications for approvals under this section in writing five (5) working days prior to the closing date of this Tender.
- 17.4 Applications for approvals under this section must contain sufficient data to establish that the proposed Products are in all respects equal to or better than the Products specified in the Tender Documents.
- 17.5 Approvals under this section shall be communicated to all Bidders by addenda.
- 17.6 Whenever alternatives are accepted, the Tenderer shall be responsible for making all consequent adjustments to make the alternative fit into the Work as specified. The costs shall be deemed to be included in the price tendered for the alternative proposal.

18.0 ALTERNATIVE BIDS

- 18.1 The Owner recognizes that there may exist methods of construction or Products to perform the Work other than those described in the Tender Documents.
- 18.2 The Owner may consider alternative methods of construction or Products proposed by the Bidder provided that the Bidder has submitted:
 - 18.2.1 a Bid in accordance with the Tender Documents,
 - 18.2.2 another Bid based on alternative methods of construction or Products and
 - 18.2.3 sufficient descriptive information for the Owner to assess the proposed alternative Bid.

INSTRUCTIONS TO BIDDERS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

- 18.3 In evaluating an alternative Bid, it may not be possible to evaluate alternative methods and Products on the basis of price alone and the Owner may use evaluation criteria other than those specified in the Tender Documents. In particular, the evaluation may involve a subjective assessment of the suitability of the alternative methods or Products and consideration of other costs.
- 19.0 TENDER SUM EXCEEDING BUDGET**
- 19.1 If the best evaluated Bid provides for a Tender Sum that exceeds the amount the Owner has budgeted for the Work, the Owner may:
- 19.1.1 reject all Bids;
 - 19.1.2 evaluate the Bids based on a revised Tender Sum considering any or all Optional, Separate, or Delete prices; or
 - 19.1.3 attempt to negotiate a lower Tender Sum with the Bidder who submitted the best evaluated Bid.
- 19.2 If the Bid submitted by the best evaluated Bidder provides for a Tender Sum that exceeds the amount budgeted for the Work and the Owner negotiates with the best evaluated Bidder:
- 19.2.1 all statements made by the Owner and the Bidder in the course of negotiations are without prejudice and confidential;
 - 19.2.2 in particular, the Owner's attempt to negotiate with the best evaluated Bidder does not constitute a rejection of that Bidder's Bid;
 - 19.2.3 the Owner will not attempt to obtain a lower price for the same work but may attempt to obtain a lower price for an altered scope of work. In no event will the Owner be obliged to disclose the amount budgeted for the Work.
- 20.0 LAW AND FORUM OF TENDER**
- 20.1 The law to be applied in respect of the Tender Documents and the Contract shall be the law of the Province of Alberta and all civil actions commenced in relation to the Tender Documents or Contract shall be adjudicated by the Courts of the Province of Alberta and by submitting Tenders, Bidders are taken to have agreed to attorney to the jurisdiction of the Courts of the said Province.

INSTRUCTIONS TO BIDDERS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

21.0 ACCEPTANCE OR REJECTION OF TENDERS

21.1 As it is the purpose of the Owner to obtain the Tender most suitable and most advantageous to the interests of the Owner, notwithstanding anything else contained within the Tender Documents, the Owner reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which

- a) is unsigned, unbalanced, incomplete, obscure, irregular, illegible or unrealistic;
- b) is non-compliant or conditional;
- c) has erasures or corrections;
- d) omits a price on any or more items in the Tender;
- e) fails to complete the information required in the Tender;

22.0 WARRANTY PERIOD

- 22.1 The Warranty Period for the Work shall commence on the date stated in the Construction Completion Certificate or at the time of submission of the final project invoice, whichever falls on the latest date in the calendar year. The warranty period shall be for twenty-four (24) months.
- 22.2 The Owner shall give notice to the Contractor of observed defects to the Work within the Warranty Period.
- 22.3 The Contractor shall promptly correct, at its expense and to the satisfaction of the Owner, any defects observed in the Work during the Warranty Period. The Contractor shall pay for any damage to other work resulting from defects that arise during the Warranty Period.
- 22.4 Notwithstanding the provisions of Section 24.0 - Warranty Period, if an Applicable Law or Product warranty extends the liability for faulty Products or workmanship beyond the Warranty Period, then the provisions of the Applicable Law or Product warranty shall apply.

TENDER FORM
INSTRUCTIONS TO BIDDERS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

DATE: _____

BIDDER: _____

STREET ADDRESS: _____

CITY: _____ PROVINCE: _____ POSTAL CODE: _____

REPRESENTATIVE: _____ PHONE #: _____

Please Print

FAX #: _____ EMAIL: _____

PROJECT NAME: SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS

GST REGISTRATION NUMBER: _____

TO: **BOLSON ENGINEERING AND ENVIRONMENTAL SERVICES**
tthompson@boslon.ca

1. If selected the successful Bidder shall perform the Work and fulfill all other requirements of the Contract for the sum of (all in Canadian Dollars) for Schedule A, 2025 Construction:

Amount in words

Amount in figures

Tender Sum: _____

GST (5%): _____

Total Sum _____

TENDER FORM
INSTRUCTIONS TO BIDDERS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

2. The Bidder submits the following with the Tender.
- 2.1 Certificate(s) of Insurance or Letter of Insurability. (Clause 10 of Instructions to Bidders)
- 2.2 Letter of Account from the Workers' Compensation Board – Alberta (Clause 18 of Instructions to Bidders)

3. The Bidder hereby acknowledges receipt of the following addenda:

Addendum No.	No. of Pages	Dated
_____	_____	_____
_____	_____	_____

4. The Tender will be awarded to the successful Bidder by the Owner providing to the successful Bidder a written Notice of Award in accordance with the Tender Documents at the address given in this Tender Form, and no further notice will be issued.
5. If the Bidder is advised that it is the successful Bidder, the Bidder shall within the time periods provided in the Instructions to Bidders:
- 5.1 provide the Labour and Material Payment Bond using the CCDC standard form 222 or similar, called for in the General Conditions;
- 5.2 provide a Certificate of Insurance called for in the General Conditions, unless previously provided;
- 5.3 execute the Contract and return the contract to the Owner.

TENDER FORM
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

6. The Bidder hereby represents to the Owner that it:
 - 6.1 has carefully examined the Tender Documents as listed in the Invitation to Tender;
 - 6.2 has carefully examined the Work Site; and
 - 6.3 has the resources, skills, and ability to perform the Work in accordance with the Tender Documents.
7. The Bidder understands and agrees that:
 - 7.1 the Owner reserves the right to increase, decrease, delete or vary any portion of the Work, and the Bidder agrees to comply with any such changes in the Work subject to valuation and adjustment as provided in the Contract.
 - 7.2 the quantities, if any, listed by the Owner in the schedule herein are approximate only and are for the purpose of comparing Tenders. No claim will be allowed for any loss of anticipated profits resulting from any excess or deficiency in the quantities shown.
 - 7.3 payment under the Contract will be made on the basis of completed work, or portions thereof, measured and accepted by the Owner and valued at the applicable unit prices, or applicable lump sum prices or portions thereof.
8. The Bidder declares that with respect to federal commodity tax instructions, the Tender Documents have been fully observed and adhered to; the goods and services tax status of the goods involved has been properly determined; and all rates and entitlements provided for in the relevant tax statutes as affecting the Owner have been duly considered.
9. The Bidder represents and warrants to the Owner that the several declarations and matters stated in this tender Form and this Bid are true and binding in all respects, and that this Bid has been compiled by the Bidder with full knowledge and understanding of all matters and things called for insofar as they relate to the Tender Documents.
10. The Bidder acknowledges that payment for work performed under the Contract shall be on the basis of unit prices.

TENDER FORM
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

11. Construction Completion Times:

11.1 The Bidder agrees to achieve the Construction Completion dates identified in the Tender Documents

This Tender Form is executed under seal at _____

this _____ day of _____ 2025 .

TENDER FORM
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

FOR CORPORATION:
The Corporate Seal of:

_____ (affix Seal)
(Bidder – Please print name of Corporation)

Was affixed by the following duly authorized signing authority:

(Print name of authorized officer)

(Signature of authorized officer)

(Print title of authorized officer)

Additional authorized signing authority:

(Print name of authorized officer)

(Signature of authorized officer)

(Print title of authorized officer)

FOR INDIVIDUAL OR PARTNERSHIP:
Signed and delivered by:

(Bidder – Please print name)

(Signature of Bidder)

In the presence of:

(Witness – Please print name)

(Signature of witness)

(Title of witness)

Address of witness:

TENDER FORM - SCHEDULE A (2025 Construction)

SCHEDULE OF APPROXIMATE QUANTITIES AND UNIT PRICES FOR
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

- The following Schedule to the Tender Form is included with and forms part of the tender. The information provided on these forms will be used by the Commission during tender evaluation.

Item	Description	Unit	Tender Quantity	Tender Price	Total Amount
0.1	Mobilization/Demobilization	ea.	1.0		
	EARTHWORKS				
1.1	Common Excavation (Cut to Grade)	m ³	450.0		
	UNDERGROUNDS				
2.1	Supply and Install 150mm PVC Storm	lm	5.2		
2.2	Supply and Install 200mm PVC Storm	lm	15.5		
2.3	Supply and Install 1200mm Storm CBMH c/w Frame and Cover	v.m.	2.0		
2.4	Supply and Install 900mm Storm CB c/w Frame and Cover	v.m.	1.6		
2.5	Adjust existing manhole	ea.	1.0		
2.6	Supply and Install 100mm Storm Stub	ea.	2.0		
2.7	Pipe Insulation	lm	20.7		
	ROADWORKS				
3.1	150mm Depth Subgrade Preparation	m ²	775.0		
3.2	Supply and Install 100mm Depth GBC (Improvement Area)	tonne	225.0		

3.3	Supply and Install 75mm Depth GBC (Remainder of 4th Street)	tonne	250.0		
3.4	Match Existing Driveways	L. Sum	1.0		
	LANDSCAPING AND SIGNAGE				
4.1	Topsoil and Seed Island	m ²	350.0		
4.2	Plantings as per plan	L. Sum	1.0		
4.3	Landscaping Allowance to repair affected private property	PCS	1.0		\$10,000.00
	MISCELLANEOUS ITEMS				
5.1	Remove and Re-arrange block wall as per plans	L. Sum	1.0		
5.2	Septic Tank Connection (Lot 14)	L. Sum	1.0		PROVISIONAL
TOTAL SCHEDULE 'A'					
5% GST					
TOTAL WITH GST					

Proposed Start and Completion Date of Project (2025 Construction):

Start: _____ End: _____

TENDER FORM - SCHEDULE B
TENDERERS CAPABILITY AND QUALIFICATIONS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

1. The following Schedule to the Tender Form is included with and forms part of the tender. The information provided on these forms will be used by the Owner during the tender evaluation.
2. The following information is provided in order that the Owner may judge the Contractor's ability to fulfill the Contract requirements:
3. List in the table below the type, make, model, and size of the equipment that will be used to complete the Work covered on this project.

Equipment	Make	Model	Size & Weight

4. Provide the name and qualifications of the trained and experienced Project Manager and Superintendent proposed for the project.

Position	Name	Years of Experience
Project Manager		
Site Superintendent		

TENDER FORM - SCHEDULE B
TENDERERS CAPABILITY AND QUALIFICATIONS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

5. Provide a list of references including at least three (3) contracts of similar size, complexity and type of work. Attach a list of qualifications and relevant experience if additional space is required.

Name of Project	Reference Name (Owner and/or Engineer)	Telephone No.	Year of Project	Value of Project
1.				
2.				
3.				

TENDER FORM - SCHEDULE C

LIST OF MANUFACTURER'S, SUPPLIERS, AND SUBCONTRACTORS (SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

1. The following Schedule to the Tender Form is included with and forms part of the tender. The information provided on these forms will be used by the Owner during the tender evaluation.
2. The following is a list of suppliers from whom we intend to purchase various items of material indicated, together with the product brand name or the name of the manufacturer of each. We will alter neither products nor suppliers from those listed below without the written authorization of the Owner.

Item	Product Brand Name or Manufacturer	Supplier
1.		
2.		
3.		
4.		

3. The following is a list of the main subcontractors we intend to employ on the project and the type or component of the work to be carried out by them. We will not alter a subcontractor from those listed below without the written authorization of the Owner.

Type of Work or Component	Subcontractor
1.	
2.	
3.	
4.	

TENDER FORM - SCHEDULE D
SCHEDULE OF FORCE ACCOUNT RATES
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

1. The following Schedule to the Tender Form is included with and forms part of the tender. The information provided on these forms will be used by the Owner during the tender evaluation.
2. The following personnel and equipment rates will form the basis of payment for force account work carried out in accordance with the General Conditions. The rates shown are all inclusive. Contractor overhead and profit and, where applicable, subcontractor overhead and profit are included in the rates. (Add additional pages, if necessary.)

Personnel

List by Occupation	Hourly Rate	Overtime Hourly Rate

Equipment (Complete with Operator)

Description	Model & Size	Hourly Rate

CONTRACT DOCUMENTS
(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)

1.0 CONTRACT DOCUMENTS

- 1.1 For this Contract CCDC No. 4 Unit Rate Contract documents will be used. The successful contractor will be expected to enter into a Contract Agreement with the Owner based on the CCDC No. 4 documents. All supporting documentation as outlined in the Tender Instructions will form part of this agreement.

TECHNICAL SPECIFICATIONS **(SV OF ROSS HAVEN 4TH STREET IMPROVEMENTS)**

Division 01 - General Requirements

01 00 10 – General Instructions	30
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DRAWINGS/REPORTS

DD-22D002-02, 03 and 04

4th STREET IMPROVEMENTS

Section 01 00 10
GENERAL INSTRUCTIONS

Part 1 General

1.1 DESCRIPTION

1. The work, unless specifically stated otherwise, shall include the furnishing of all materials, products, plants, labour, equipment, and transportation necessary to complete the work. The intent is that the **Contractor** provides a complete job.
2. The work shall not be deemed complete until all components are placed in operation by the **Contractor** and are operating satisfactorily.
3. Any minor item of the work not called for in the specifications or shown on the drawings but clearly required to meet the intent of design and normally provided for the proper operation of the work shall be provided as if specifically called for in the contract documents.
4. The complete work under this contract shall be governed by the dictates of good practice in all details, materials, and workmanship even if not minutely specified. The components of the work shall be properly co-ordinated to provide a complete system.

1.2 EXISTING SURFACE CONDITIONS

1. The **Contractor** shall examine the site of the proposed work, prior to submitting a tender, and ascertain that the location, size and depth of surface structures, including roadway and concrete structures, landscaping, and utilities, as shown on the drawings and described in these documents, represent the actual conditions.
2. The **Contractor** shall report immediately any discrepancies between the details shown on the drawings and the actual field conditions or any omissions to the drawings and/or other documents to the **Engineer**.

1.3 SITE INSPECTION DURING TENDERING

1. Inspection
 - .1 The **Contractor** shall inspect the site and note all existing conditions.
 - .2 A mandatory pre-tender meeting will be held on site on August 28th at 2:00 pm for all interested bidders.
 - .3 Carry out subsurface investigation if deemed necessary by the **Contractor** and acceptable to the **Owner**.

4th STREET IMPROVEMENTS

Section 01 00 10 GENERAL INSTRUCTIONS

2. Drawings and Documents

- .1 Obtain clarification from the **Engineer** when the meaning of the drawings and the documents are in doubt, prior to submitting the tender.
- .2 After submission of the tender, no claim will be considered on the grounds that there was any misunderstanding with respect to the conditions imposed by the contract documents.
- .3 Verbal conversation or agreement made at any time with the officer, agency or employee of the **Owner** or the **Engineer** shall not affect or modify any of the terms or obligations under the contract.

1.5 DIRECTION OF THE WORK

1. The **Engineer** will not be responsible for the **Contractor's** means, methods, techniques, sequences or procedures of construction, or for the supervision of the **Contractor's** performance of this contract, or for the **Contractor's** failure to perform the work in accordance with the contract. However, if at any time the **Engineer** is of the opinion that the number of workmen, pieces of equipment or quality of machinery, tools, plant and equipment or articles are insufficient to meet the schedule, he may so advise the **Contractor**. The **Contractor** shall promptly make the necessary changes to ensure that the schedule is adhered to.
2. Pursuant to the provisions of the General Conditions of the contract, while it is intended that the **Contractor** shall be allowed in general to carry out the contract in such a manner that may appear to him to be the most desirable, the **Engineer** at his discretion may direct the order in which and points at which the work shall be undertaken. This control shall be exercised in the interest of the **Owner** and it is intended that an agreement be reached between all parties prior to the commencement of the contract.

1.6 STANDARD SPECIFICATIONS

1. Wherever standard specifications (i.e., CSA, ASTM, and such) are referred to in these contract documents the current edition at the date of closing of tenders shall apply.
2. Where there is a clear conflict between the Standard Specifications and the contract documents, the contract documents shall apply.
3. Where there is an ambiguity between the Standard Specifications and any term of these contract documents, the **Engineer** shall, in the first instance, give an interpretation of the intent of the contract.

1.7 SECURITY

- .1 The **Owner** will not be responsible for any loss or damage to property of the **Contractor**.

1.8 ADJOINING PROPERTY

- .1 The **Contractor** shall take all necessary precautions to prevent damage to adjoining property and existing structures, fences, gates, walls, and other features on the site which are to remain during the execution of the work. Any damage caused as a result of the construction will, at the **Contractor's** expense, be returned to as good or better than pre-construction condition and to the satisfaction of the **Engineer**.

END OF SECTION

4th STREET IMPROVEMENTS

Section 01 11 00
SUMMARY OF WORK

Part 1 General

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- .1 Work of this Contract comprises of all the items included on the tender form and the tender drawings as well as any incidental work required to complete the construction.

1.2 CONTRACT METHOD

- .1 Construct Work under unit price contract.
- .2 Relations and responsibilities between **Contractor**, subcontractors and suppliers assigned by **Owner** are as defined in the Conditions of Contract.

1.3 EXISTING SERVICES

- .1 Notify **Owner** and utility companies of intended interruption of services and obtain required permission at least one week prior to the planned interruption.
- .2 Where work involves breaking into or connecting to existing services, give the **Engineer** and utility companies at least five (5) days for necessary interruption of mechanical or electrical service throughout course of work. Minimize duration of interruptions. Carry out work at times as directed by governing authorities with minimum disturbance to project staff, pedestrians, and vehicular traffic.
- .3 Provide alternative routes for personnel and vehicular traffic if required.
- .4 Establish location and extent of service lines in area of work before starting Work. Notify **Engineer** of findings.
- .5 Submit schedule at least five (5) days in advance to and obtain approval from **Engineer** for any shut-down or closure of active service or facility including power and communications services. Adhere to approved schedule and provide notice to affected parties.
- .6 Where unknown services are encountered, immediately advise **Engineer** and utility companies and confirm findings in writing.
- .7 Protect, relocate, or maintain existing active services. When inactive services are encountered, cap off in manner approved by authorities having jurisdiction.
- .8 Record locations of maintained, re-routed, and abandoned service lines.

END OF SECTION

4th STREET IMPROVEMENTS

Section 01 14 00
WORK RESTRICTIONS

Part 1 General

1.1 ACCESS AND EGRESS

- .1 Design, construct and maintain temporary "access to" and "egress from" work areas.

1.2 USE OF SITE AND FACILITIES

- .1 Execute work with least possible interference or disturbance to normal use of premises. Make arrangements with the **Owner** to facilitate work as stated.

1.3 SPECIAL REQUIREMENTS

- .1 Ensure that **Contractor** personnel employed on site become familiar with and obey regulations including safety, fire, traffic, and security regulations.
- .2 Keep within limits of work and avenues of ingress and egress.
- .3 Deliver materials during normal working hours unless otherwise approved by the **Owner**.

END OF SECTION

4th STREET IMPROVEMENTS

Section 01 14 19
USE OF SITE

Part 1 General

1.1 THE CONSTRUCTION SITE

- .1 The **Owner** will provide the land upon which the work is to be constructed.

1.2 CONTRACTOR'S USE OF THE SITE

- .1 Use of the site is restricted to those areas shown on the plans or approved by the **Engineer**.
- .2 The **Contractor** shall have use of the site, provided that the **Contractor** shall permit access to the **Owner**, the **Engineer** and other **Contractor's** on the site for purposes of inspections, reviews, tests and carrying out work related to the work.
- .3 **Contractor's** use of the site for storage and for executing the work is subject to the approval of the **Owner**.
- .4 The **Contractor** shall not unreasonably encumber the site with material or equipment.
- .5 The **Contractor** shall obtain and pay for the use of additional storage or work areas if needed for operations.
- .6 The **Contractor** shall maintain/provide access to all residential and commercial property adjacent to the work at all times and shall confine activities relevant to the work to areas within the designated working area. No fires are permitted on the site.
- .7 The **Contractor** shall conduct construction operations with minimum interference to adjacent roadways, sidewalks, and access facilities in general, and shall keep such areas free from materials, debris and equipment at all times.

END OF SECTION

4th STREET IMPROVEMENTS

Section 01 22 00 UNIT PRICES

Part 1

General

1.1

Description

- .1 Payments shall be made on the basis of the unit prices bid in the Unit Price Schedules in the Tender Form.
- .2 The prices bid for various items of work, unless specifically noted otherwise, shall include the supply of all labour, material, plant, and equipment required to construct the work in accordance with the drawings and specifications.
- .3 The method of measurement of the quantities for payment and the basis for payment will be in accordance with the following items of this section. All measurement will be done by the **Engineer**.
- .4 The prices bid for supply and installation of materials shall be full compensation for supplying, delivering, loading, unloading, handling, storage, breakage, waste, hauling, installing, cleaning, testing, and placing in service the work together with all work subsidiary and incidentals thereto for which separate payment is not provided elsewhere.
Payment shall be only for materials actually installed.
- .5 All existing materials on-site whether structures, vegetation, topsoil, gravel, sand or other excavated, or piled materials are the property of the **Owner** on which the work is located. Only those materials specifically noted in the specifications or on the drawings as belonging to the **Contractor** shall become the **Contractor's** property.
- .6 Where there are excess excavated materials, unsuitable materials or materials of any kind that are not used in the work, such materials are not the property of the **Contractor** unless authorized in writing by the **Engineer** or specified to be disposed of by the **Contractor**.
- .7 The sum of the payments in the Unit Price Schedules of the Tender Form shall constitute full payment for the complete works as described in these documents. Extra payment will only be made for items adding to the scope of the works, as described in these documents and/or shown on the drawings and as evident from inspection of the site of the works.

Part 2

Non-Payment Items

2.1

Description

- .1 Supply of all equipment, labour, materials, plant, and services required to complete the Work for which no specific payment item has been assigned in the Unit Price Schedules of the Tender Form shall be considered incidental to the Works.
- .2 There shall be no separate payment for incidental work. Payment for incidental work shall be considered to be included in the total tendered price of the Unit Price Schedules of the Tender Form.

4th STREET IMPROVEMENTS

Section 01 22 00
UNIT PRICES

- .3 All work shown on the plans and drawings, or referred to in the General Conditions, the Supplementary General Conditions, or the General Specifications shall be considered as part of the complete work unless specifically deleted.

Part 3 Measurement and Payment Clauses

3.1 4th Street Improvements

0.1 Mobilization/Demobilization

- .1 Lump Sum Item.
- .2 Payment shall be made on percent complete basis as determined by the Engineer based on the tendered price.
- .3 Payment shall include the following:
 - .1 Mobilization and Demobilization of Equipment and Materials
 - .2 Locating and protecting existing utilities and structures and First Call.
 - .3 Dewatering and water control (if required).
 - .4 Temporary fencing (if required).
 - .5 Hydrovac of Utilities.
 - .6 Any coordination or additional work required for working around existing utilities.
 - .7 Site Cleanup.
 - .8 Work involved for planning, preparing, and maintaining the site for the execution of the work.
 - .9 All incidental work and items required to complete the work for which payment is not specified elsewhere.

1.1 Common Excavation (Cut to Grade)

- .1 Measurement shall be based on the m³ of clay excavated before and after excavation.
- .2 Payment shall be made on the unit price bid per cubic metre of common excavation (cut to grade) and excess material hauled away.
- .3 Payment shall include the supply of all labour and equipment to excavate, load, haul, level and grade and place on-site material to 98% S.P.D. (roadway) to the grades and limits shown on the plans and to haul away excess material.

2.1 Supply and Install 150mm PVC Storm

- .1 Measurement shall be along the horizontal centerline of the pipe installed.
- .2 Payment shall be made on the unit price bid per lineal metre (lm) of pipe installed for the size specified.
- .3 Payment shall include the supply of all labour, material and equipment to install the new storm sewer pipe to the lines and grades shown on the plans. The work includes:
 - .1 Excavation, trenching, supply and installation of 150mm PVC Storm pipe
 - .2 Sewer pipe, bedding material, and backfill of trench to 98% SPD.
 - .3 Locating and protecting existing utilities and structures.
 - .4 All connections to manholes as required.
 - .5 All incidental work and items required to complete the work for which payment is not specified elsewhere.

4th STREET IMPROVEMENTS

Section 01 22 00 UNIT PRICES

2.2 Supply and Install 200mm PVC Storm

- .1 Measurement shall be along the horizontal centerline of the pipe installed.
- .2 Payment shall be made on the unit price bid per lineal metre (lm) of pipe installed for the size specified.
- .3 Payment shall include the supply of all labour, material and equipment to install the new storm sewer pipe to the lines and grades shown on the plans. The work includes:
 - .1 Excavation, trenching, supply and installation of 200mm PVC Storm pipe Sewer pipe, bedding material, and backfill of trench to 98% SPD.
 - .2 Locating and protecting existing utilities and structures.
 - .3 All connections to manholes as required.
 - .4 All incidental work and items required to complete the work for which payment is not specified elsewhere.

2.3 Supply and Install 1200mm Storm CB Manhole c/w Frame and Cover

- .1 Measurement shall be along the vertical centerline of the manhole installed.
- .2 Payment shall be made on the unit price bid per vertical metre (v.m.) of manhole installed for the size specified.
- .3 Payment shall include the supply of all labour, material and equipment to install the new Storm manhole to the lines and grades shown on the plans. The work includes:
 - .1 Supply and Install Storm Manhole and frame and cover as per plans and specifications including excavation and backfill.
 - .2 Grouting and sealing all openings in the manholes, particularly where the sanitary pipe connects to the structure.
 - .3 Installation of Ladder Rungs as required.
 - .4 Locating and protecting existing utilities and structures.
 - .5 All incidental work and items required to complete the work for which payment is not specified elsewhere.

2.4 Supply and Install 900mm Storm Catch Basin c/w Frame and Cover

- .1 Measurement shall be along the vertical centerline of the manhole installed.
- .2 Payment shall be made on the unit price bid per vertical metre (v.m.) of manhole installed for the size specified.
- .3 Payment shall include the supply of all labour, material and equipment to install the new Storm manhole to the lines and grades shown on the plans. The work includes:
 - .1 Supply and Install Storm Manhole and frame and cover as per plans and specifications including excavation and backfill.
 - .2 Grouting and sealing all openings in the manholes, particularly where the sanitary pipe connects to the structure.
 - .3 Installation of Ladder Rungs as required.
 - .4 Locating and protecting existing utilities and structures.
 - .5 All incidental work and items required to complete the work for which payment is not specified elsewhere.

4th STREET IMPROVEMENTS

Section 01 22 00
UNIT PRICES

2.5 Adjust Existing Manhole

- .1 Measurement shall be for adjustment of the existing Storm CB Manhole
- .2 Payment shall be made on the unit price bid per manhole adjustment completed.
- .3 Payment shall include the supply of all labour, material and equipment to complete the manhole adjustment as per the plans and specifications.

2.6 Supply and Install 100mm Storm Stub

- .1 Measurement shall be for each 100mm storm stub installed.
- .2 Payment shall be made on the unit price bid per 100mm storm stub installed.
- .3 Payment shall include the supply of all labour, material and equipment to install the 100mm storm stubs as per the plans and specifications.

2.7 Pipe Insulation

- .1 Measurement shall be based on the lineal metres of pipe insulation installed.
- .2 Payment shall be made on the unit price bid per lineal metre of pipe insulation.
- .3 Payment shall include the supply of all labour, material and equipment to install insulation on the storm lines as per the typical insulation detail.

3.1 150mm Depth Subgrade Preparation

- .1 Measurement shall be based on the m² of subgrade preparation completed.
- .2 Payment shall be made on the unit price bid per square metre of subgrade preparation
- .3 Payment shall include the supply of all labour, material and equipment to complete 150mm depth subgrade preparation to lines and grades shown on the plans.

3.2 Supply and Install 100mm Granular Base Course (Improvement Area)

- .1 Measurement shall be based on the tonnes of 100mm depth Granular Base Course supplied and installed.
- .2 Payment shall be made on the unit price bid per tonne of 100mm depth granular base course installed.
- .3 Payment shall include the supply of all labour, material and equipment to install 100mm depth granular base course (20mm minus) to 100% SPD to lines and grades shown on the plans (Improvement Area)

3.3 Supply and Install 75mm Granular Base Course (Remainder of 4th Street)

- .1 Measurement shall be based on the tonnes of 75mm depth Granular Base Course supplied and installed.
- .2 Payment shall be made on the unit price bid per tonne of 75mm depth granular base course installed.
- .3 Payment shall include the supply of all labour, material and equipment to install 75mm depth granular base course (20mm minus) to lines and grades shown on the plans (Remainder of 4th Street)

4th STREET IMPROVEMENTS

Section 01 22 00
UNIT PRICES

3.4 Match Existing Driveways

- .1 Measurement shall be Lump Sum to match all the existing driveways
- .2 Payment shall be made on Lump Sum price bid for matching all the existing driveways.
- .3 Payment shall include the supply of all labour, material and equipment to match all the existing driveways as per the plans and specifications.

4.1 Topsoil and Seed Island

- .1 Measurement shall be based on the m² of topsoil and seed installed.
- .2 Payment shall be made on the unit price bid per square metre of topsoil and seed installed.
- .3 Payment shall include the supply of all labour, material and equipment to install 100mm topsoil and seed to lines and grades shown on the plans.

4.2 Plantings as per plan

- .1 Measurement shall be Lump Sum to provide the plantings as per the plans
- .2 Payment shall be made on Lump Sum price bid for providing the plantings as per the plans
- .3 Payment shall include the supply of all labour, material and equipment to provide all plantings as per the plans and specifications.

4.3 Landscaping Allowance to repair affected private property

- .1 This is a Prime Cost Sum (PCS) allowance of \$10,000 to be utilized for repairing disturbed landscape areas on private property. Work to be completed on an hourly basis and billed towards the PCS total.

5.1 Remove and Re-arrange Block Wall as per plans

- .1 Measurement shall be Lump Sum to remove and re-arrange the block wall as per the plans
- .2 Payment shall be made on Lump Sum price bid for removing and re-arranging the block wall as per the plans
- .3 Payment shall include the supply of all labour, material and equipment to remove and re-arrange the block wall as per the plans

5.2 Septic Tank Connection (Lot 14) - PROVISIONAL

- .1 Septic tank connection, and any associated work with that, will be direct billed to the Owners of Lot 14. Connection and associated work needs to conform to the standards (North-43-Lagoon_General-information-Ross_Haven) and follow the process (North-43-Lagoon-Steps-to-Connect) as per the Septic Tank standards as defined on the Summer Village of Ross Haven's website under Sewer System (https://rosshaven.ca/?page_id=3658)

END OF SECTION

4th STREET IMPROVEMENTS

Section 01 29 00
PAYMENT PROCEDURES

Part 1 General

1.1 REFERENCES

- .1 Owner/Contractor Agreement.

1.2 APPLICATIONS FOR PROGRESS PAYMENT

- .1 Make applications for payment on account as provided for in the Agreement on a monthly basis as Work progresses.
- .2 Date applications for payment on the last day of agreed monthly payment period and ensure amount claimed is for value, proportionate to amount of Contract, of Work performed and Products delivered to Place of Work at that date.

1.3 SCHEDULE OF VALUES

- .1 Provide schedule of values supported by evidence as the **Owner** may reasonably direct and when accepted by the **Owner**, be used as basis for applications for payment.
- .2 Include statement based on schedule of values with each application for payment.

1.4 PROGRESS PAYMENT

- .1 Engineer will issue to **Owner**, no later than ten (10) days after receipt of an application for payment, certificate for payment in amount applied for or in such other amount as **Engineer** determines to be due. If **Engineer** amends application, **Engineer** will give notification in writing giving reasons for amendment.

1.5 SUBSTANTIAL PERFORMANCE OF WORK

- .1 Prepare and submit to **Engineer** comprehensive list of items to be completed or corrected and apply for a review by **Engineer** to establish Substantial Performance or Interim Completion of Work when Work is substantially performed, if permitted by lien legislation applicable to Place of Work designated portion which **Owner** agrees to accept separately is substantially performed. Failure to include items on list does not alter responsibility to complete Contract.
- .2 No later than 10 days after receipt of list and application, **Engineer** will review Work to verify validity of application, and no later than 7 days after completing review, will notify Contractor if Work or designated portion of Work is substantially performed.
- .3 **Engineer** shall state the date of Substantial Performance of Work or designated portion of Work in certificate.
- .4 Immediately following issuance of certificate of Substantial Performance of Work, in consultation with **Engineer**, establish a reasonable date for finishing Work.

1.6 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF WORK

- .1 After issuance of certificate of Substantial Performance of Work:
 - .1 Submit application for payment of holdback amount.
 - .2 Submit sworn statement that accounts for labour, subcontracts, products,

4th STREET IMPROVEMENTS

Section 01 29 00 PAYMENT PROCEDURES

construction machinery and equipment, and other indebtedness which may have been incurred in Substantial Performance of Work and for which **Owner** might be held responsible have been paid in full, except for amounts properly retained as holdback or as identified amount in dispute.

- .2 After receipt of application for payment and sworn statement, **Engineer** will issue certificate for payment of holdback amount.

1.8 FINAL PAYMENT

- .1 Submit application for final payment when Work is completed.
- .2 **Engineer** will, no later than ten (10) days after receipt of application for final payment, review Work to verify validity of application. **Engineer** will give notification that application is valid or give reasons why it is not valid, no later than 7 days after reviewing Work.
- .3 **Engineer** will issue final certificate for payment when application for final payment is found valid.

END OF SECTION

4th STREET IMPROVEMENTS

Section 01 31 19
PROJECT MEETINGS

Part 1 General

1.1 ADMINISTRATIVE

.1 **Contractor's** responsibilities:

- .1 Representative of **Contractor**, Subcontractor and suppliers attending meetings will be qualified and authorized to act on behalf of the party each represents.

1.2 PRECONSTRUCTION MEETING

- .1 Within 5 days after award of Contract, the **Engineer** will request a meeting of parties in the contract to discuss and resolve administrative procedures and responsibilities.
- .2 Representatives of the **Owner, Contractor**, major Subcontractors, field inspectors and supervisors will be in attendance.
- .3 **Owner** to establish time and location of meeting and notify parties concerned a minimum three (3) days before the meeting.
- .4 The **Contractor** shall incorporate mutually agreed variations to Contract Documents into Agreement, prior to signing.
- .5 Agenda to include:
- .1 Appointment of official representative of participants in the Work
- .2 Schedule of Work
- .3 Requirements for temporary facilities, utilities, and fences.
- .4 Proposed changes, change orders, procedures, approvals required, time extensions, overtime, administrative requirements
- .5 Monthly progress claims, administrative procedures, photographs, hold backs
- .6 Appointment of inspection and testing agencies or firms (if required)
- .7 Survey requirements

1.3 PROGRESS MEETINGS

- .1 Progress meetings shall be held on a weekly basis or as instructed by the **Engineer**.
- .2 **Contractor** and major subcontractors involved in Work and **Engineer** are to be in attendance.
- .3 Representative of **Contractor**, subcontractor and suppliers attending meetings will be qualified and authorized to act on behalf of the party each represents.
- .4 The **Engineer** will provide advance notice of meeting dates, times, and location to all parties concerned.
- .5 The **Engineer** shall record minutes of meetings and circulate to all attending parties and affected parties not in attendance within five (5) working days after each meeting.

END OF SECTION

4th STREET IMPROVEMENTS Section 01 35 29
HEALTH, SAFETY, AND EMERGENCY RESPONSE PROCEDURES

Part 1 General

1.1 WORK SITE ENVIRONMENTAL HEALTH & SAFETY

- .1 This **Contractor** is "**Prime Contractor**"
- .2 The **Contractor** shall, for the purposes of the Occupational Health and Safety Act (Alberta), and for the duration of their work on this site:
 - .1 Be the "Prime contractor" for the "work site",
 - .2 Do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Act and the regulations in respect of the work site, and
 - .3 Will remain "Prime contractor" until the majority of their work on the site is completed and the **Owner** or his **Engineer** have assigned the responsibility of "Prime contractor" to another company.
- .3 The "Prime contractor" shall direct all sub-contractors, other contractors, employers, workers and any other persons at the "work site" on all specific Environmental Health & Safety Policies and Procedures relating to the site in order to meet the definition of "due diligence" as outlined in the Occupational Health and Safety Act & Regulations regardless of:
 - .1 Whether or not any contractual relationship exists between the "prime contractor" and any of these entities, and
 - .2 Whether or not such entities have been specifically identified in this Contract.
- .4 The **Owner** does not anticipate that there will be any contractors, other than those performing the Work of this Contract, engaged in work at the "work site" during the performance of the Work of this Contract.

1.2 GENERAL

- .1 The **Contractor** shall observe and enforce construction safety measures required by Federal and Provincial Governments, Worker's Compensation Board and municipal statutes and authorities.
- .2 In the event of conflict between any provisions of above authorities the most stringent provision governs.
- .3 The "prime contractor" shall be responsible for the environmental health & safety of all persons and property on or about the project and for ensuring that the work is performed in accordance with all applicable safety requirements.
- .4 The "Prime contractor" will have the responsibility to ensure that all personnel entering the site receives an appropriate orientation of all identified hazards and accompanying Environmental Health & Safety Policies and Procedures that have been used in risk mitigation.
- .5 The "Prime contractor" will remain in the position of authority until such a time as the **Owner** or its representative assigns the role of Prime to another contractor. This will be achieved through a signed document that clearly relinquishes the responsibilities of Prime from one contractor to another.

4th STREET IMPROVEMENTS Section 01 35 29 HEALTH, SAFETY, AND EMERGENCY RESPONSE PROCEDURES

1.3 NOTICE

- .1 The **Contractor** shall provide at least seventy-two (72) hours written notice to all utility companies and property **Owners** in the immediate vicinity of the operations prior to the commencement of construction and, if requested, co-operate with such parties in the protection, removal or relocation of their installations and property.

1.4 SAFETY EQUIPMENT

- .1 The **Contractor** shall supply and maintain, at his own expense, at the office or other well-known place at the job site, safety equipment necessary to protect the workers and general public against incident or injury as prescribed by the governing authorities.

1.5 FIRE PREVENTION AND PROTECTION

- .1 All work shall be performed in a fire prevention manner.
- .2 The **Contractor** shall comply with all applicable governmental requirements and, without limiting the generality of the foregoing, supply and maintain at the job site adequate and proper fire-fighting equipment.

1.6 PROVIDING FIRST AID SERVICES

- .1 As outlined in the Alberta Occupational Health & Safety Code, Section 178 (2), a “prime contractor” must ensure that first aid services, supplies, equipment and a first aid room are available at the work site for the type of work and the total number of workers at the site in accordance with the applicable requirements of Schedule 2 of the Occupational Health & Safety Code.

1.7 INJURY, ILLNESS AND NEAR MISS REPORTING

- .1 The “Prime contractor” will report immediately all incidents that have resulted in an injury that required care outside of the definitions of first aid treatment to the **Owner** or the **Engineer**. The “prime contractor” will provide a written report on the incident investigation, root cause analysis and any action plans that have been implemented as mitigation tools.
- .2 The “Prime contractor” will report, in writing, all Near Misses in a weekly report that will include any changes in policies or procedures that occurred as a result of the Near Miss Report.
- .3 If death or serious injuries or damages are caused, the accident shall be promptly reported by the “Prime contractor” to the **Owner** and the **Engineer** by telephone or messenger in addition to any reporting required under provincial laws and regulations.
- .4 If a claim is made by anyone against the “prime contractor” or any subcontractor on account of any incident, the “Prime contractor” shall promptly report the facts in writing to the **Owner** and the **Engineer**, giving full details of the claim.

END OF SECTION

4th STREET IMPROVEMENTS

Section 01 45 00
QUALITY CONTROL

Part 1 General

1.1 INSPECTION

- .1 Allow the **Engineer** access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
- .2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by the **Engineer**, instructions, or law of Place of Work.
- .3 If **Contractor** covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.
- .4 The **Engineer** will order part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction. If such Work is found in accordance with Contract Documents, the **Owner** shall pay cost of examination and replacement.

1.2 SURVEY SERVICES

- .1 Survey services will be provided by the **Owner** for the purpose of construction layout, quantity measurements, and as-built record drawings. **Contractor** shall pay costs for re-survey if required.

1.3 ACCESS TO WORK

- .1 Allow inspection/testing agencies access to Work.
- .2 Co-operate to provide reasonable facilities for such access.

4th STREET IMPROVEMENTS

Section 01 45 00
QUALITY CONTROL

1.4 REJECTED WORK

- .1 Defective work, whether the result of poor workmanship, use of defective products or damage through carelessness or other acts or omission of the **Contractor** and whether incorporated in Work or not, which has been rejected by the **Engineer** as failing to conform to Contract Documents shall be removed promptly from the Place of the Work by the **Contractor** and replaced or re-executed promptly in accordance with Contract Documents at the **Contractor's** expense.
- .2 Other **Contractor's** work destroyed or damaged by such removals or replacements shall be made good promptly at the **Contractor's** expense.
- .3 If in the opinion of the **Engineer**, it is not expedient to correct defective Work or Work not Performed in accordance with Contract Documents, the **Engineer** may deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which will be determined in the first instance by the **Engineer**.

END OF SECTION

4th STREET IMPROVEMENTS

Section 01 56 00

TEMPORARY BARRIERS AND ENCLOSURES

Part 1 General

1.1 INSTALLATION AND REMOVAL

- .1 Provide temporary controls in order to execute Work expeditiously.
- .2 Remove from site all such work after use.

1.3 BARRICADES

- .1 Provide secure, rigid barricades around deep excavations and open shafts.

1.4 ACCESS TO SITE

- .1 Provide and maintain access roads and construction runways as may be required for access to Work.

1.5 FIRE ROUTES

- .1 Maintain access to property including overhead clearances for use by emergency response vehicles.

1.6 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY

- .1 Protect surrounding private and public property from damage during performance of Work.
- .2 The Contractor shall be responsible for damage incurred due to lack of or improper protection.

1.5 CLEAN-UP

- .1 Clean up debris and barricade materials at completion of job.

END OF SECTION

4th STREET IMPROVEMENTS

Section 01 77 00
CLOSEOUT PROCEDURES

Part 1 General

1.1 INSPECTION AND DECLARATION

- .1 Contractor's Inspection: **Contractor** and subcontractors: conduct inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.
 - .1 Notify **Owner** in writing of satisfactory completion of **Contractor's** inspection and that corrections have been made.
 - .2 Request **Owner** Inspection.
- .2 **Owner** Inspection: **Owner** and **Contractor** will perform inspection of Work to identify obvious defects or deficiencies. **Contractor** to correct Work accordingly.
- .3 Completion: submit written certificates that following have been performed:
 - .1 Work has been completed and inspected for compliance with Contract Documents.
 - .2 Defects have been corrected and deficiencies have been completed.
 - .3 Equipment and systems have been tested, adjusted and balanced and are fully operational.
 - .5 Work is complete and ready for final inspection.
- .4 Final Inspection: when items noted above are completed, request final inspection of Work by **Owner** and **Contractor**. If Work is deemed incomplete by **Owner**, complete outstanding items and request re-inspection.
- .5 Declaration of Substantial Performance: when **Owner** considers deficiencies and defects have been corrected and it appears requirements of Contract have been substantially performed, make application for certificate of Substantial Performance.
- .6 Commencement of Lien and Warranty Periods: date of **Owner's** acceptance of submitted declaration of Substantial Performance shall be date for commencement for warranty period and commencement of lien period unless required otherwise by lien statute of Place of Work.
- .7 Final Payment: when the **Owner** considers final deficiencies and defects have been corrected and it appears requirements of Contract have been totally performed, make application for final payment. If Work is deemed incomplete by **Owner**, complete outstanding items and request re-inspection.

END OF SECTION