

BID DOCUMENTS FOR  
ELINOR LAKE LANDFILL CLOSURE

13 December 2017  
FILE: ENVS-43-2017-04

ISSUED BY:

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## 1. Tender Award Date Revision

Section 4.2 of Addendum 1 and Tender Forms (Section 00304, item 11) should be modified to reflect the revised tender award date:

Tender Award Date

The tender award date is revised to **Tuesday, February 6, 2018**.

## 2. Attachments

2.1. Attachment A – Revised Tender Forms

Tender Forms (Section 00304)

**ATTACHMENT A  
REVISED TENDER FORMS**

1. The CONTRACTOR

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

2. The OWNER

Name: Lac La Biche County

Address: PO Box 1679

13422 Highway 881

Lac La Biche, Alberta

T0A 2C0

3. Project Description

The work to be completed is briefly summarized as follows:

- .1 Construction of an access road at the OWNER secured borrow for hauling of clay and subsoil to the former landfill site – as noted in other sections of the contract documents, the OWNER may determine that this line item be omitted from this contract.
- .2 Clearing and grubbing of treed areas encroaching on the footprint of the former landfill footprint as shown on the contract drawings.
- .3 Removal of surficial debris in the treed area surrounding the landfill footprint and removal of fish offal casings and minor surficial debris.
- .4 Capping of the former landfill footprint area with successive layers of clay, subsoil, and topsoil.
- .5 Seeding of the former landfill footprint area and other disturbed areas.

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. Basis of the Tender

- .1 The CONTRACTOR has carefully examined the CONTRACT DOCUMENTS for the construction of THE WORK.
- .2 The CONTRACT DOCUMENTS are an integral part of this TENDER.

- .3 The CONTRACTOR has examined the WORKSITE at the pre-bid site tour and understands the conditions under which THE WORK is to be performed. The CONTRACTOR has satisfied himself that THE WORK is constructible.
- .4 The CONTRACTOR offers to furnish all of the MATERIAL and PRODUCT (except as otherwise specified to be supplied by others), together with all of the labour and transportation to perform THE WORK described in the CONTRACT DOCUMENTS, in the manner prescribed therein, for the prices quoted in the Schedule of Prices, and in accordance with the other Schedules in this TENDER.
- .5 Where a Contingency Allowance is included in the Schedule of Prices, only actual expenditures for increases in the quantities and changes in THE WORK, made upon the written authority of the OWNER, will be paid out of such allowance, and the CONTRACT PRICE will be changed in the amount by which the Contingency Allowance either exceeds or is exceeded by such expenditures.
- .6 The estimated quantities of work are approximate only and are subject to increase or decrease, and whether the quantities are increased or decreased, the unit prices stated in the Schedule of Prices shall apply, and the CONTRACT PRICE shall be adjusted accordingly.
- .7 If a discrepancy is found between a Unit Price and an Amount, the Unit Price shall be considered as representing the intention of the CONTRACTOR, and the OWNER will recalculate the Amount. The addition of the Amounts will be corrected and a corrected TENDER Amount and CONTRACT PRICE will be established.
- .8 If a discrepancy is found between the sum of the corrected Amounts and the Tender Price shown, the sum of Amounts, as corrected shall be deemed to represent the intent of the Tenderer.
- .9 If a discrepancy is found between a Lump Sum Price and the corresponding Breakdown Prices, the Lump Sum Price shall be considered as representing the intention of the CONTRACTOR.
- .10 No action of the Owner other than sending a "Notice of Acceptance" in writing to the CONTRACTOR, shall constitute acceptance of a Tender. The Notice of Acceptance shall be in the form included in the CONTRACT DOCUMENTS as Document 00305.

5. Schedule of Prices

Line Item	Unit	Estimated Quantity	Unit Price	Subtotal
Mobilization and Demobilization	Lump Sum	-	_____	_____
Access Road Construction <sup>1</sup> (Optional)	Lump Sum	(100 m)	_____	_____
Removal and Disposal of Debris	Lump Sum	-	_____	_____
Clearing and Grubbing	m <sup>2</sup>	1,000	_____	_____
Installation of Compacted Clay Cap (minimum 0.6 m thick)	m <sup>2</sup>	8,000	_____	_____
Subsoil Installation (minimum 0.21 m thick)	m <sup>2</sup>	8,000	_____	_____
Topsoil Installation (minimum 0.06 m thick)	m <sup>2</sup>	8,000	_____	_____
Seeding	m <sup>2</sup>	8,000	_____	_____

**Notes:**

1. Tenders must include pricing for the Access Road Construction, however, the OWNER may determine that the Access Road Construction line item be omitted from this contract. The OWNER will notify CONTRACTOR in writing if the Access Road Construction will no longer form part of this contract.

**SUMMARY OF TENDER**

**Subtotal** \$ \_\_\_\_\_

**Contingency Allowance (15%)** \$ \_\_\_\_\_

**GST** \$ \_\_\_\_\_

**Total Contract Price  
(Including of GST)** \$ \_\_\_\_\_

6. Schedule of Completions

- .1 The CONTRACTOR offers to complete THE WORK within the period specified in the Notice to Proceed. **Based on an anticipated start date of June 4, 2018, the CONTRACTOR shall complete THE WORK to achieve the completion periods listed below.** Completion includes all clean up and rectification of all deficiencies. The actual start date will be verified in the Notice to Proceed.

Project Component	Completion Period in Calendar Days
Mobilization and Demobilization	
Access Road Construction <sup>1</sup>	
Removal and Disposal of Debris	
Clearing and Grubbing	
Installation of Compacted Clay Cap	
Subsoil Installation	
Topsoil Installation	
Seeding	
<b>Notes:</b> 1 – The OWNER may determine that the Access Road Construction line item be omitted from this contract and will notify CONTRACTOR in writing if the Access Road Construction will no longer form part of this contract.	

THE WORK shall not be deemed complete until all components are placed in operation by the CONTRACTOR, and are operating satisfactorily. **THE WORK shall be substantially completed on or before August 3, 2018.**

- .2 **Time is of the Essence in this Contract, and in the event that THE WORK is not completed within the period named above, the CONTRACTOR shall be responsible for all damages accruing to the OWNER due to late completion in the amount of \$1,500.00 per day past August 3, 2018.**

7. Schedule of Addenda

- .1 The CONTRACTOR states that he has received the following ADDENDA which have been considered and taken into account in determining the Prices tendered in the Schedule of Prices. The ADDENDA are issued by or on behalf of the OWNER.

Addendum Number	Date Issued	Number of Pages
1	December 12, 2017	27
2	December 13, 2017	9

8. Insurance Certificate

As noted in the Invitation to Tender, proof of current liability insurance is required as part of the tender submission.

- .1 After receipt of the Notice of Acceptance, the CONTRACTOR shall provide current Insurance Certificates if alternative insurance verification was included in the tender submission.
- .2 The costs of insurance shall be borne by the CONTRACTOR.
- .3 No Progress Payments shall be made until the required Insurance Certificates have been delivered to the OWNER.

9. Agreement

- .1 The CONTRACTOR shall sign the AGREEMENT within fourteen (14) calendar days after receipt of the Notice of Acceptance or before the commencement date, whichever is first.

10. Notice to Proceed

- .1 After acceptance, the OWNER will issue a "Notice to Proceed" and the date specified in this Notice shall be the date of commencement entered into the AGREEMENT.
- .2 The CONTRACTOR shall not enter onto the WORKSITE nor commence work before the date of commencement specified in the "Notice to Proceed."

11. Period of Irrevocability

- .1 This TENDER is irrevocable for 12 months after the TENDER closing date with the intention of and award on February 6, 2018.  
TENDER CLOSING DATE: January 19, 2018

12. Bidder's Declaration

- .1 We acknowledge that the Appendix, if any, attached to the Tender submission forms part of our bid.
- .2 Having examined the Conditions of Contract, Specifications, Drawings and Schedule of Prices for the execution of THE WORK described in the CONTRACT DOCUMENTS, we, the undersigned, offer to provide, execute and complete THE WORK and remedy any defects therein in conformity with the CONTRACT DOCUMENTS.
- .3 We undertake to commence THE WORK as soon as reasonably possible after the receipt of the Notice to Proceed and complete THE WORK comprised in the CONTRACT DOCUMENTS.
- .4 We agree to abide by this Tender for the period of 12 months from the closing date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- .5 We, including any Subcontractors for any part of the Contract, do not have any conflict of interest in accordance with the conditions set forth for THE WORK.
- .6 If our Tender is accepted, we commit to furnish Comprehensive General Liability Insurance and Automobile Liability Insurance in accordance with the CONTRACT DOCUMENTS.
- .7 We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- .8 We understand that the OWNER reserves the right to accept a Tender other than the lowest Tender without stating reasons. By the act of submitting its Tender, the Tenderer waives any right to contest 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.



Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Name of CONTRACTOR: \_\_\_\_\_

Legal Status:      Corporation                      Partnership                      Sole Ownership

Names and Addressed of Corporation Officers or Members of the Organization

Name	Address	Position
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Name	Address	Position
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Name	Address	Position
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SIGNED, SEALED, AND DELIVERED BY:

Signature of Witness

Signature of CONTRACTOR

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

(Corporate  
(  
(  
(Seal Here

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

END OF SECTION 00304