

**Request for Tenders (RFT)**

**RFT No.:**

**For**

**Fixed Price Construction**

**of**

**Tender Closing:  
14:00:59 Mountain Time on**

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**APPENDIX A SAMPLE CONTRACT LETTER**

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SCHEDULE 2 DELIVERY METHOD REQUIREMENTS FIXED PRICE CONSTRUCTION

SCHEDULE 3 SPECIAL CONDITIONS

SCHEDULE 4 PROJECT SCHEDULE

SCHEDULE 5 TECHNICAL SPECIFICATIONS

**APPENDIX B FORM OF TENDER**

**APPENDIX C PRICE SCHEDULES**

**APPENDIX D TENDERER TEAM DECLARATION**

**APPENDIX E CONSENT OF SURETY AND FORM OF BOND(S)**

**APPENDIX F PROJECT TEAM SCHEDULE**

**APPENDIX G BACKGROUND INFORMATION**

**INFORMATION TABLE**

<p><b>PROJECT TITLE , TENDER NUMBER and PROJECT SUMMARY</b></p>	<p>The title and number of this <i>Tender</i> are: <b>(Please use this title and number on all correspondence)</b></p>	
<p><b>PROJECT SPECIFIC DETAILS</b></p>		
<p><b>CITY CONTACT</b></p>	<p>The <i>City Contact</i> for this <i>Tender</i> is:</p> <p>Primary method of communication with the <i>City Contact</i> will be via <i>MERX</i></p>	
<p><b>PREQUALIFICATION</b></p>		
<p><b>PROJECT SITE LOCATION</b></p>		
<p><b>TIMETABLE</b></p> <p>Please enter date and time as: YYYY-MM-DD 00:00:00</p>	<p><b>Activity</b></p>	<p><b>Timeline</b></p>
	<p><i>Request for Tenders</i> issue date</p>	
	<p>Date and time of <i>Pre-Tender Meeting</i></p>	
	<p>Date and time of <i>Site Visit</i></p>	
<p>Last day for <i>Tenderers</i> to submit <i>RFIs</i> for <i>Approved Alternative</i>, <i>Approved Equivalent</i> or <i>Approved Equal</i> (insert date at least 7 Business Days prior to Tender Closing)</p>	<p>Prior to 14:00:59 mountain time on</p>	

	Last day for <i>Tenderers</i> to submit all other <i>RFIs</i> (insert date at least 3 Business Days prior to Tender Closing)	Prior to 14:00:59 mountain time on
	Last day for posting of responses to <i>RFIs</i> (insert date at least 2 Business Days prior to Tender Closing)	
	Last day for issuance of <i>Addenda</i> (insert date at least 2 Business Days prior to Tender Closing)	
	<b><i>Tender Closing</i></b>	14:00:59 mountain time
<b>PRE-TENDER MEETING</b>		
<b>SITE VISIT</b>		
<b>INSURANCE AND SAFETY REQUIREMENTS or RESTRICTIONS FOR SITE VISIT or PRE-TENDER MEETING</b>		
<b>TENDER VALIDITY PERIOD</b>	<i>Tenders</i> are irrevocable for  <i>Days</i> after <i>Tender Closing</i> .	
<b>SUBMISSION INSTRUCTIONS</b>	<i>Tenders</i> must be submitted electronically on <i>MERX</i> at <a href="http://www.calgary.merx.com/">http://www.calgary.merx.com/</a> The submission receipt provided electronically by <i>MERX</i> upon submission of a <i>Tender</i> will indicate the date and time of submission.	
<b>INELIGIBLE PERSONS</b>	The following are considered <i>Ineligible Persons</i> :	

<p><b>BID SECURITY</b></p>	<p><b>Choose one:</b></p> <p><input type="checkbox"/> <i>Bid Bond</i>, bank draft, or irrevocable letter of credit, for 10% of the <i>Total Tender Price Submission</i>; and a letter from a financial institution confirming that a bank draft, certified cheque, irrevocable letter of credit, or guarantee will be provided upon award for 50% of the <i>Total Tender Price</i>.</p> <p><input type="checkbox"/> <i>Bid Bond</i>, bank draft or irrevocable letter of credit, for 10% of the <i>Total Tender Price</i>; and <i>Consent of Surety</i> to furnish a contract performance bond upon award for 50% of the <i>Total Tender Price</i>.</p> <p><input type="checkbox"/> <i>Bid Bond</i>, bank draft or irrevocable letter of credit, for 10% of the <i>Total Tender Price</i>; and <i>Consent of Surety</i> to furnish a contract performance bond and labour and material payment bond upon award each for 50% of the <i>Total Tender Price</i>.</p> <p><input type="checkbox"/> <i>Bid bond</i>, bank draft or irrevocable letter of credit, for 10% of the <i>Total Tender Price</i>; and <i>Consent of Surety</i> to furnish a multi-year renewable contract performance bond, executed annually for 50% of the <i>Total Tender Price</i> (being the value of the initial term set out in Schedule 3, Part E: Project Specific Requirements).</p> <p><input type="checkbox"/> No bonding is required.</p>
<p><b>ESTIMATED CONSTRUCTION BUDGET</b></p>	<p>\$</p>
<p><b>PROJECT TEAM SCHEDULE</b></p>	
<p><b>THE CITY'S LIMIT ON LIABILITY</b></p>	<p>The Section 8.1 limit is the lesser of either the <i>Tender</i> preparation costs that the <i>Tenderer</i> seeking damages from <i>The City</i> can demonstrate, or \$250,000.</p>

## REQUEST FOR TENDERS

### SECTION 1 - INTRODUCTION

#### 1.1 Interpretation

(1) Unless otherwise defined in the *Request for Tenders*, capitalized terms and expressions have the meaning given to them in the *Sample Contract Letter* and its schedules.

(2) In the *Tender Documents*: words in the singular include the plural and vice-versa; words in one gender include all genders; all references to dollar amounts are to the lawful currency of Canada; the words “will”, “must” or “shall” will be construed and interpreted as synonymous; and the words “include”, “includes”, or “including” will not be considered to set forth an exhaustive list.

(3) All references in the *Tender Documents* to “discretion” or “sole discretion” means in the sole and absolute discretion of the party exercising the discretion.

(4) If the *Tender Documents* cite or refer to an Act, regulation, code, bylaw, policy, guideline, standard, or procedure, the citation or reference is to the Act, regulation, code, bylaw, policy, guideline, standard, or procedure as amended from time to time and includes reference to any Act, regulation, code, bylaw, policy, guideline, standard, or procedure that may be substituted in its place.

#### 1.2 Definitions

(1) In the *Tender Documents*, the following terms have the meanings set out:

**Addendum** means a binding written addendum to the *Tender Documents* issued by *The City* as set out in Section 3.6.

**Advisor** means any *Person* retained to provide professional advice to any one of *The City*, a *Tenderer*, or a *Tenderer Team Member*, as applicable.

**Affiliate** has the meaning ascribed to the term “affiliate” in the *Business Corporations Act* R.S.A. 2000, c. B-9.

**Agreement** means the *Finalized Contract Letter* including all related schedules, appendices, and attachments entered into between the *Successful Tenderer* and *The City* pursuant to this *Tender Process*.

**Applicable Law** means:

- (a) any statute or proclamation or any delegated or subordinate legislation, including regulations and by-laws; or
- (b) any judgment of a relevant court of law, board, arbitrator, or administrative agency;

in each case, in force in the Province of Alberta, which apply to or otherwise affect the *Project*, *The City*, the *Tenderer*, or the property of *The City*, or the *Tenderer*.

**Approved Alternative, Approved Equivalent, or Approved Equal** means materials or equipment that *The City* has approved and communicated to all *Tenderers* through *Addenda* as an alternative, equivalent, or equal to those materials or equipment specified in the *Tender Documents*.

**Background Information** means information provided by *The City* for *Tenderers'* review that is set out in Appendix G.

**Base Price Sub-total** means the price for the *Work* excluding (i) all applicable federal, provincial, and municipal taxes and duties; (ii) any *Contingency Allowance* and *Cash Allowance*; and (iii) any overhead and profit relating to the *Cash Allowance*, as provided by the *Tenderer* in Appendix C – Price Schedules.

**Bid Bond** means a bond that provides financial assurance to *The City* that the *Tenderer* will enter into a contract to perform the *Work* at the price quoted in the *Tender* submitted, and provide any further bonding required by the *Tender Documents*.

**Business Day** means any day other than a Saturday, Sunday, statutory holiday, or other day on which *The City* has elected to be closed for business.

**City Contact** means the individual identified in the *Information Table*.

**City Council** means the municipal council of *The City*.

**Confidential Information** means all material, data, information, or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise provided by *The City* in connection with the *Tender Process*, the *Tender Documents* or the *Project*, whether supplied, obtained from, or provided before or after the *Tender Process* that *The City* has identified or marked as confidential.

**Conflict of Interest** means any perceived, potential, or actual state of affairs or circumstance where, in relation to the *Project* or *The City*, a *Tenderer*, or any *Tenderer Team Member* or *Advisor*:

- (a) has other commitments, relationships, financial interests, or involvement in ongoing litigation that:
  - (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of independent judgment by any personnel of *The City* or its *Advisors*; or
  - (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of a *Tenderer's* obligations under the *Sample Contract Letter* if that *Tenderer* was determined to be the *Successful Tenderer* under the *Tender Process*;
- (b) has contractual or other obligations to *The City* that could or could be seen to have been compromised or otherwise impaired as a result of its participation in the *Tender Process* or the *Project*; or
- (c) has knowledge of *Confidential Information* (other than *Confidential Information* disclosed by *The City* in the normal course of the *Tender Process*) of strategic and/or material relevance to the *Tender Process* or to the *Project* that is not available to other *Tenderers* and that could or could be seen to give the *Tenderer* an unfair competitive advantage.

**Consent of Surety** means a direct undertaking by a bonding company to provide a guarantee at the time of *Tender Closing* that, if the *Tenderer* were to enter into the *Agreement* with *The City*, the bonding company would issue the required bonds.

**Contract A** means the bidding contract.

**Day** means calendar day.



**De-scope Component** means a component of the *Project* scope, if any, that *The City* will delete on the occurrence of an *Over Budget Event* as set out in Appendix C.

**De-scoping Price Adjustment** means an adjustment to the *Base Price Sub-total* based on the application of the required *De-scoping Price Submissions*.

**De-scoping Price Submissions** means the price submissions provided by *Tenderers* for each *De-scope Component*.

**Electronic Signature** means, for the purpose of submitting a *Tender* to this *Request for Tender*, the printed or typed full legal name of the *Tenderer*.

**Estimated Construction Budget** means the estimated construction budget for the *Project* at the time of issuance of the *Request for Tenders* and established by *The City*, as set out in the *Information Table*.

**Finalized Contract Letter** means the *Sample Contract Letter* finalized by *The City* including the changes, additions and modifications to those parts of the *Sample Contract Letter* which are indicated in the *Sample Contract Letter* as being subject to completion.

**FOIP** means the *Freedom of Information and Protection of Privacy Act* R.S.A. 2000, c. F-25.

**Identified Tenderer Party** means a shareholder of a *Tenderer* (unless the *Tenderer* is a company whose equity securities are listed on a recognized stock exchange under the *Income Tax Act* R.S.C. 1985, (5<sup>th</sup> Supp.) c.1), a *Tenderer Team Member*, a proposed subcontractor, a *Key Personnel*, or any other party identified in the *Tenderer's Prequalification Submission* or *Tender*.

**Ineligible Person** means a *Person* who has a *Conflict of Interest* or has, or had, participation or involvement in assisting *The City*, directly or indirectly, with the *RFPQ Process* or *Tender Process* or the design, planning, or implementation of the *Project*, and who has, or may provide to a *Tenderer*, a materially unfair advantage, including as a result of any *Confidential Information* that is not, or would not reasonably be expected to be, available to all other *Tenderers*, and includes those *Persons* identified by *The City* and listed in the *Information Table*.

**Information Table** means the table found at the front of the *Request for Tenders* containing certain information.

**Key Personnel** means an individual identified in the *Tenderer's Prequalification Submission* or *Tender* as key personnel.

**Lead Tenderer** means the *Tenderer Team Member* who is a single legal entity authorized by all the *Tenderer Team Members* to represent the *Tenderer Team* (see Appendix D – *Tenderer Team Declaration*).

**MERX** means the current version of the public electronic tendering service utilized by *The City* for the *Tender Process*, operated by Mediagrif Interactive Technologies Inc. (or one of its *Affiliates*) and accessed via [www.calgary.MERX.com](http://www.calgary.MERX.com).

**Notice** means a notice issued by *The City* with respect to the *Tender Process* or the *Project*.

**Notification of Award** means the notification or award of agreement sent to the *Successful Tenderer*.

**Over Budget Event** means the *Total Tender Prices* contained in all the *Tenders* submitted by *Tenderers* exceed the *Estimated Construction Budget*.

**Person** means any one of an individual, partnership, limited liability partnership, limited liability company, corporation, sole proprietorship, trust, joint venture, unincorporated organization, association, society, government, or any department or agency of government.

**Prequalification Submission** means any and all prequalification documents submitted by each of the *Prequalified Parties* in the *RFPQ Process*.

**Prequalified Parties** means the parties who were prequalified through the *RFPQ Process*.

**Pre-Tender Meeting** means an optional general meeting for all *Tenderers* held on the date, and at the time and location set out in the *Information Table*.

**Prime Contractor for Safety** means the role of “prime contractor” as that term is defined in the *Occupational Health and Safety Act*, R.S.A. 2000, Ch. O-2, all of its regulations, and the *Occupational Health and Safety Code (Alberta)*.

**Project** means the project as described in the *Information Table*.

**Project De-scoping** means a deletion in the scope of the *Project*.

**Project Site** means the site for the *Project* as described in the *Information Table*.

**Project Team Schedule** means the list of the *Tenderer's Key Personnel* and sub-trade subcontractors set out in Appendix F.

**Request for Information (RFI)** means a *Tenderer* question.

**Request for Tenders (RFT)** means this request for tenders.

**RFPQ Process** means the request for prequalification process that preceded this *Tender*, either project-specific or category-specific, in accordance with *The City's* prequalification process for *Prime Contractor for Safety* status.

**Sample Contract Letter** means the sample contract letter in Appendix A, including all related schedules, appendices, and attachments.

**Site Visit** means an optional visit to the *Project Site*.

**Successful Tenderer** means the *Tenderer* selected by *The City* to receive a *Notice of Award* in accordance with the *Tender Process*.

**Supplier Code of Conduct** means *The City's* Supplier Code of Conduct (attachment 3 to Council Policy FCS010), which sets out the minimum performance standards for *Tenderers* regarding working conditions, labour issues, and the environment.

**Tender** means the documents submitted to *The City* by the *Tenderer* in accordance with the *Tender Documents*.

**Tender Breakdown** means any detailed price information sheets required by *The City* to be completed and submitted.

**Tender Closing** means the date and time that is the deadline for the submission of *Tenders*.

**Tender Documents** means those documents listed in Section 2.1.

**Tender Number** is the number assigned to the *Request for Tenders* and is set out in the *Information Table*.

**Tender Process** means the **binding** procurement process followed by *The City* to select a *Successful Tenderer* which commences with the issuance of the *Request for Tenders* and terminates on the earliest of:

- (a) the issuance of the *Notice of Award* to the *Successful Tenderer*; or
- (b) *The City's* cancellation or termination of the *Request for Tenders*.

**Tender Validity Period** means the number of *Days* from the *Tender Closing* that the *Tenders* must remain in effect and open for acceptance, as set out in the *Information Table*.

**Tenderer** means a single legal entity that submits documents in response to the *Request for Tenders*; both prior to and after the submission of its *Tender* to *The City*.

**Tenderer Representative** means the *Person* identified in Appendix B – Form of Tender to receive information and notices on behalf of the *Tenderer*.

**Tenderer Team** means:

- (a) a group of entities who were prequalified as a team during the *RFPQ Process*;
- (b) a group of *Prequalified Parties*; or
- (c) where there was no *RFPQ Process*, a group of entities;

who intend to submit a *Tender* as a team.

**Tenderer Team Declaration** means the declaration made by a *Tenderer Team* prior to submission of its *Tender* using the form set out in Appendix D.

**Tenderer Team Member** means a member of a *Tenderer Team*.

**The City** means The City of Calgary.

**Timetable** means the table outlining the deadlines for the *Tender Process* as set out in the *Information Table*.

**Total Tender Price** means the price for the *Work* including all applicable federal, provincial, and municipal taxes and duties in force or announced prior to *Tender Closing*, even if the effective date of those taxes or duties is after *Tender Closing*, and all costs and expenses as set out in the *Finalized Contract Letter*.

**Work** means all work to be performed by the *Tenderer* under the *Sample Contract Letter*.

### 1.3 Project Summary

(1) A summary of the *Project* is set out in the *Information Table*. Further details regarding the *Project* are set out in the *Sample Contract Letter*.

### 1.4 General

(1) *The City* is issuing these *Tender Documents* in respect of the *Project*. Certain information is summarized in the *Information Table* at the beginning of this *Request for Tenders*.

(2) *The City* will manage the *Tender Process* and the *City Contact* will be the single point of contact for matters pertaining to the *Tender Process*. *MERX* will be the primary method of communication. Direct contact by *Tenders* with the *City Contact* may only occur in situations where contact through *MERX* is not possible.

(3) The scope of *Work* and the terms and conditions in respect of the *Project* are set out in the *Sample Contract Letter*.

(4) All correspondence from *The City* to a *Tenderer* will be sent to the *Tenderer Representative*. Each *Tenderer* is solely responsible to ensure that all contact information for the *Tenderer Representative* is accurate and updated at all times during the *Tender Process*. *Tenderers* may update or revise their *Tenderer Representatives'* information through *MERX*.

## 1.5 Overview of Project Procurement and Implementation

(1) *The City* will carry out the procurement and implementation of the *Project* in accordance with the following applicable stages:

- (a) Stage 1 – Prequalification
  - (i) Subject to Section 3.5, the *Tender Process* is open to those *Tenderers* identified in the *Information Table*.
- (b) Stage 2 – Tender Process
  - (i) The *Tender Process* is the **binding**, competitive procurement process described in detail in the *Request for Tenders*. *The City* is under no obligation to issue a *Notice of Award* as part of the *Tender Process*.
- (c) Stage 3 – Implementation of the Agreement
  - (i) Once the *Finalized Contract Letter* is signed by both *The City* and the *Successful Tenderer*, the terms and conditions of the *Agreement* will determine how the *Project* is to proceed.

## SECTION 2 - THE TENDER DOCUMENTS

### 2.1 Tender Documents

- (1) The *Tender Documents* are:
- (a) this *Request for Tenders*;
  - (b) Appendix A – Sample Contract Letter (including attached Schedules);
  - (c) Appendix B – Form of Tender;
  - (d) Appendix C – Price Schedules;
  - (e) Appendix D – Tenderer Team Declaration;
  - (f) Appendix E – Consent of Surety and Form of Bond(s);
  - (g) Appendix F – Project Team Schedule;

- (h) Appendix G – Background Information; and
- (i) *Addenda* to the *Tender Documents*, if any.

(2) *The City* may also provide *Tenderers* with *Notices*. The *Notices* do not form part of or amend the *Tender Documents*.

(3) Subject to Section 2.2(1), the *Tender Documents* are to be read as a whole. The appendices and *Addenda*, if any, are incorporated by reference to the *Request for Tenders*.

(4) Except for the completion of information, signatures, and prices to be submitted by the *Tenderers* in accordance with these *Tender Documents*, the *Tenderers* must not alter the *Tender Documents* in any way whatsoever.

## 2.2 Conflicts or Inconsistencies in Documents

(1) For the purpose of the *Tender Process*, if there are any conflicts or inconsistencies among the terms and conditions of the documents comprising the *Tender Documents* the following will apply:

- (a) for matters of interpretation related to the *Tender Process* and all competitive procurement process matters, the *Request for Tenders* will prevail over the appendices to the *Request for Tenders* during the *Tender Process*;
- (b) for all matters of interpretation of the *Project* and the *Sample Contract Letter* during the *Tender Process*, the *Sample Contract Letter* will prevail over the *Request for Tenders* and all other appendices; and
- (c) for the purpose of resolving conflicts or inconsistencies among the documents that constitute the *Sample Contract Letter*, the provisions of the *Sample Contract Letter* dealing with conflicts or inconsistencies will govern.

(2) Despite Section 2.2(1), if a *Tenderer* believes that there is any term or condition in any *Tender Document* that is ambiguous, or that conflicts or is inconsistent with any other term or condition in the *Tender Documents*, the *Tenderer* is required to notify *The City* of that ambiguity, conflict, or inconsistency in accordance with Section 3.2.2.

(3) *The City's* latest electronic version of any *Tender Document* as posted on *MERX* will govern. For the purposes of this Section 2.2(3), the latest version of any *Tender Document* will be determined by the date and time of when that document was placed on the *MERX* by *The City*.

## 2.3 Distribution of Documents to Tenderers

(1) *The City* will circulate all *Tender Documents*, including *Addenda*, by placing them on *MERX*. *Tenderers* are solely responsible for ensuring that they reviewed all documents on *MERX* in accordance with Section 2.4(3) and, in particular, have reviewed all documents on *MERX* immediately prior to submitting a *Tender*.

## 2.4 MERX

(1) During the *Tender Process*, *MERX* will be the primary method of communication between the *Tenderers* and *The City*. *The City* will use *MERX* for the following:

- (a) the distribution of *Tender Documents*, amended and restated *Tender Documents*, and *Addenda* (including “black-lined” *Tender Documents* revised by *Addenda*);
  - (b) the provision of *Background Information*;
  - (c) the posting of *Notices* and other information for *Tenderers*; and
  - (d) the receipt of *RFIs* from *Tenderers* and the posting of responses to *RFIs*.
- (2) *The City* may add, delete, or amend documents on *MERX* at any time.
- (3) Each *Tenderer* is solely responsible to ensure that it:
- (a) has registered and created an account on *MERX* and has the appropriate software that allows the *Tenderer* to access and download documentation that *The City* posts to *MERX* and to submit a *Tender*;
  - (b) checks *MERX* frequently for the addition, deletion, or amendment of *Tender Documents*, *Background Information*, *Notices*, and other information and the posting of responses to *RFIs* and, at all times during the *Tender Process*, keeps itself informed of and takes into account the most current *Tender Documents*, *Background Information*, *Notices*, and other information and responses to *RFIs*;
  - (c) the *Tenderer* contact email account will accept all emails from *The City*.
- (4) *The City* will not be responsible for any technical malfunction or other problems with, or affecting, any communications network or service, computer systems, servers or providers, or computer equipment. In the event of a confirmed malfunction with *MERX*, *The City* may in its sole discretion, extend the *Tender Closing*, or re-issue the *Request for Tenders*.
- (5) An individual who submits a *Tender* on behalf of the *Tenderer* in response to this *Request for Tenders* is deemed, as a result of such submission, to have full legal authority to submit a *Tender* on behalf of the *Tenderer*. *The City* takes no responsibility or liability for a *Tender* submitted in response to this *Request for Tenders* without the appropriate approval of the *Tenderer* having been obtained for submission of the *Tender*.

## SECTION 3 - THE TENDER PROCESS

### 3.1 Tender Process Timetable

- (1) *The City* may amend the *Timetable*, without liability, cost or penalty and in its sole discretion at any time before the *Tender Closing* for events that are to occur on or before the *Tender Closing*, including the *Tender Closing* itself.
- (2) If *The City* extends the *Tender Closing*, all obligations of the *Tenderers* will be subject to the extended date and time.

### 3.2 Questions and Contact with The City

#### 3.2.1 City Contact

- (1) Except as set out in Section 1.4(2) and Section 3.4, the *Tenderers* must submit all communications regarding the *Tender Documents*, the *Tender Process*, and their *Tenders* to the *City Contact* electronically in accordance with Section 3.2.2.

### 3.2.2 RFI Submission Process

- (1) A *Tenderer* must submit an *RFI* if the *Tenderer*:
  - (a) identifies any errors, omissions, or ambiguities in this *Request for Tenders*;
  - (b) wishes to seek an *Approved Alternative*, *Approved Equivalent*, or *Approved Equal*; or
  - (c) wishes to submit a question or request additional information with respect to the *Request for Tenders*, including with respect to the *Tender Process*, the *Project*, or the *Sample Contract Letter*.
- (2) *Tenderers* must submit *RFIs* to *The City* prior to the deadlines set out in the *Timetable*.
- (3) *The City* is not responsible in any way whatsoever for any misunderstanding by a *Tenderer* or any of its *Tenderer Team Members* of the *Tender Documents*, *Background Information*, responses to *RFIs*, *Notices*, or any other type of information provided by *The City*.
- (4) *The City* will respond in writing to *RFIs* received prior to the deadline set out in the *Timetable* and will distribute all *RFIs* received, with responses, to all *Tenderers*, through *MERX* but will not attribute the questions to any particular *Person*.
- (5) The *City* may, in its sole discretion, respond to *RFIs* received after the deadline set out in the *Timetable*, if, in the opinion of *The City*, the inquiry raises a significant issue that needs clarification. The *City* will not respond to inquiries received after the *Tender Closing*.
- (6) The *City's* responses to *RFIs* do not amend the *Tender Documents* unless subsequently confirmed by way of an *Addendum* to the *Tender Documents* issued in accordance with Section 3.6.
- (7) Prior to *Tender Closing*, if a *Tenderer* wishes to contact *The City* on matters relating to its *Tender*, the *Tender Documents* or the *Tender Process*, it will contact the *City Contact* electronically through *MERX*. Direct contact by *Tenderers* with the *City Contact* may only occur in situations where contact through *MERX* is not possible.

## 3.3 **Communications Restrictions**

### 3.3.1 Communications with Other Government Authorities and Utilities

- (1) Subject to the restrictions in Section 3.3.2, *Tenderers* and *Tenderer Team Members* are permitted to communicate directly with any other municipality, government authority, or utility provider with respect to utilities or other types of governmental requirements related to the *Project*.
- (2) *The City* is not, in any way whatsoever, responsible for any representations, statements, assurances, commitments, or agreements that *Tenderers*, *Tenderer Team Members*, or their respective *Advisors* receive or believe they may have received from another municipality, government authority, or utility provider. *Tenderers*, *Tenderer Team Members*, and their respective *Advisors* rely on any such representations, assurances, commitments, or agreements at their own risk without recourse against *The City*.

### 3.3.2 Prohibited Contacts and Lobbying Prohibition

- (1) *Tenderers* and *Tenderer Team Members* and all of their respective *Advisors*, employees, and representatives are prohibited from engaging in any form of political or other lobbying of any kind whatsoever in relation to the *Project*, or to influence the outcome of the *Tender Process*.

(2) Without limiting the generality of Section 3.3.2(1), and except as otherwise explicitly permitted in this *Request for Tenders*, neither *Tenderers* nor *Tenderer Team Members* nor any of their respective *Advisors*, employees, or representatives will contact or attempt to contact, either directly or indirectly, at any time during the *Tender Process*, any of the following *Persons* or organizations on matters related to the *Tender Process*, the *Tender Documents*, or the *Tenders*:

- (a) any *Person* who is employed or engaged by *The City*, or any *Person* who was previously employed by *The City*, and who would have information related to this *Project*, other than the *City Contact*;
- (b) any expert or *Advisor* assisting *The City*;
- (c) any member of *City Council* or any member of a councillor's staff;
- (d) any other *Tenderer* or their *Tenderer Representative* (except *Tenderer Team Members* that are part of more than one *Tenderer*);
- (e) *Ineligible Persons*; or
- (f) any directors, officers or consultants of any *Person* listed in Sections 3.3.3(2)(a) to 3.3.3(2)(e).

(3) If a *Tenderer* or a *Tenderer Team Member* or any of their respective *Advisors*, employees, or representatives, in the opinion of *The City*, contravenes Section 3.3.2(1) or 3.3.2 (2), *The City* may, in its sole discretion, but is not obliged, to:

- (a) take any action in accordance with Section 6.4; or
- (b) impose conditions on the *Tenderer's* or *Tenderer Team Member's* continued participation in the *Tender Process* that *The City* considers, in its sole discretion, to be in the public interest or otherwise appropriate.

### 3.3.3 Media Releases, Public Disclosures and Public Announcements

(4) A *Tenderer* is not permitted to, and must ensure that its *Advisors*, employees, representatives, and *Tenderer Team Members*, and their respective *Advisors*, employees, and representatives do not issue or disseminate any media release, public announcement, or public disclosure that relates to the *Tender Process*, the *Tender Documents*, or the *Project* or any related matters, without the prior written consent of *The City*, which consent may be withheld in *The City's* sole discretion.

(5) Neither the *Tenderers* nor the *Tenderer Team Members* or any of their respective *Advisors*, employees, or representatives are permitted to make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another *Tenderer* or *Tenderer Team Member* or to publicly promote or advertise their own qualifications, interest in, or participation in the *Tender Process* without *The City's* prior written consent, which consent may be withheld in *The City's* sole discretion. Notwithstanding this Section 3.3.3(2), *Tenderers*, and *Tenderer Team Members* are permitted to state publicly that they are participating in the *Tender Process*.

(6) Section 3.3.3 (2) does not prohibit disclosures necessary to permit the *Tenderer* to discuss the *Project* with prospective subcontractors, but such disclosure is permitted only to the extent necessary to solicit those subcontractors' participation in the *Project*.



### 3.3.4 Restrictions on Communications between Tenderers – No Collusion

(7) A *Tenderer*, *Tenderer Team Members*, and their respective *Advisors*, employees and representatives, must not discuss or communicate, directly or indirectly, with any other *Tenderer*, any information whatsoever regarding the preparation of its own *Tender* or any other *Tender* in a fashion that would contravene *Applicable Law*. *Tenderers* must prepare and submit *Tenders* independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other *Tenderer*.

## 3.4 Meetings with Tenderers

### 3.4.1 Site Visit and Pre-Tender Meeting

(1) *The City* may conduct either a *Site Visit* or a *Pre-Tender Meeting*, or both, prior to the *Tender Closing*.

(2) Although the *Site Visit* and *Pre-Tender Meeting* are optional, *The City* strongly encourages *Tenderers* to have a representative present. *The City* will not conduct additional *Site Visits* for *Tenderers* that fail to attend the planned *Site Visit* or additional pre-tender information meetings for *Tenderers* that fail to attend the *Pre-Tender Meeting*. A *Tenderer's* failure to attend a *Site Visit* or *Pre-Tender Meeting* is at the *Tenderer's* own risk and responsibility.

(3) Detailed information with respect to the time, date, location, safety requirements, and restrictions for the *Site Visit* and *Pre-Tender Meeting* are set out in the *Information Table*.

(4) *Tenderers* must observe all health and safety and security requirements during the *Site Visit*. *Tenderers* acknowledge that the *Tenderer*, its employees, and representatives attend *Site Visits* at their own risk.

(5) *Tenderers* may ask questions and seek clarifications at a *Site Visit* or *Pre-Tender Meeting*. Nothing stated or disclosed by *The City* at a *Site Visit* or *Pre-Tender Meeting* will be binding on *The City*, nor will any such statement or disclosure change, modify, amend, or waive the requirements of the *Tender Documents* in any way, unless subsequently confirmed by way of an *Addendum* to the *Tender Documents* issued in accordance with Section 3.6.

## 3.5 Changes to the Tenderer or Tenderer Team Members

(1) *Tenderers* will ensure that there is no change to its *Identified Tenderer Parties* without prior written consent from *The City*.

(2) If *The City*, in its sole discretion, considers a proposed change to a *Tenderer's Identified Tenderer Party* to be acceptable, *The City* may consent to the change. Such consent may be subject to such terms and conditions as *The City* may require, in its sole discretion. If a proposed change is not acceptable to *The City*, the *Tenderer* may propose an alternate change for review by *The City* in the same manner as the first proposed change. *The City* may, in its sole discretion, disallow any actual or proposed change.

(3) In the case of a change to *Identified Tenderer Parties* made without consent by *The City*, *The City* may, in its sole discretion, disqualify the *Tenderer* and terminate the *Tenderer's* continued involvement in the *Tender Process* or allow the *Tenderer* to continue under such terms and conditions as *The City*, in its sole discretion, may require.

(4) If, at any time prior to the execution of the *Finalized Contract Letter*, and notwithstanding any other provision in the *Tender Documents*, a *Tenderer* or *Tenderer Team Member* acquires control of

another *Tenderer* or *Tenderer Team Member* (as “control” is described in section 2(2) of the *Business Corporations Act* R.S.A. 2000, c. B-9):

- (a) the acquired *Tenderer*, or acquired *Tenderer Team Member* (as applicable), will be immediately disqualified from further participation in the *Tender Process*; and
- (b) *The City* will allow the acquiring *Tenderer* or acquiring *Tenderer Team Member* (as applicable), to continue in the *Tender Process* subject to such terms and conditions as *The City* may require.

### 3.6 Changes to the Tender Documents – Addenda

(1) *The City* may, in its sole discretion, amend or supplement the *Tender Documents*. *The City* will issue changes to the *Tender Documents* by *Addenda* only. No other statement, including any interpretation, clarification, or response to either requests for information or inquiries, whether oral or written or made by *The City* or representative of *The City*, including the *City Contact*, will amend the *Tender Documents*. The approximate final date that *The City* will issue an *Addendum* in respect of the *Tender Documents* is set out in the *Timetable*.

(2) *The City* will issue *Addenda* by placing them on *MERX*.

(3) *Tenderers* are solely responsible to ensure that they have received all *Addenda* issued by *The City*. *Tenderers* may seek confirmation of the number of *Addenda* issued under this *Request for Tenders* from the *City Contact* through *MERX*. The *Tenderer* must confirm in its *Form of Tender* that it received all *Addenda* during the *Tender Process* and the *Tenderer* must acknowledge that the contents of the *Addenda* form part of the *Tender Documents*.

### 3.7 Freedom of Information and Confidentiality

#### 3.7.1 Freedom of Information and Protection of Privacy Act

(1) *Tenderers* are advised that:

- (a) *The City* may be required to disclose the *Tender Documents* and a part or parts of any *Tender* or any other records relating to the *Request for Tenders* pursuant to *FOIP*;
- (b) *The City* may disclose *Tenders* and other *Confidential Information* about *Tenderers* to its *Advisors* engaged in connection with the *Project*;
- (c) *FOIP* may provide protection for confidential and proprietary business information. *Tenderers* are strongly advised to consult their own legal *Advisors* as to the appropriate way in which confidential or proprietary business information should be identified in their *Tenders*.

(2) Subject to the provisions of *FOIP*, *The City* will use reasonable commercial efforts to safeguard the confidentiality of any information identified by a *Tenderer* as confidential but will not be liable in any way whatsoever to any *Tenderer* or *Tenderer Team Member* if such information is disclosed based on an order or decision of Alberta’s Office of the Information and Privacy Commissioner or otherwise as required under *Applicable Law*.

### 3.8 Conflict of Interest and Ineligible Persons

#### 3.8.1 Conflict of Interest

(1) If a *Tenderer*, a *Tenderer Team Member* or any of their respective *Advisors*, prior to or following submission of the *Tenderer's Tender*, discovers any *Conflict of Interest*, the *Tenderer* must promptly disclose the *Conflict of Interest* to *The City* in a written statement to the *City Contact*. This obligation continues until the end of the *Tender Process*.

(2) *Tenderers* must disclose every *Conflict of Interest* in the *Form of Tender* whether or not the *Conflict of Interest* has been disclosed to *The City* prior to the submission of the *Tender*.

(3) At the request of *The City*, the *Tenderer* will provide *The City* with the *Tenderer's* proposed means to mitigate and minimize to the greatest extent practicable any *Conflict of Interest*. The *Tenderer* will submit any additional information to *The City* that *The City* requests from the *Tenderer* because *The City*, in its sole discretion, considers the information necessary to properly assess the *Conflict of Interest*.

(4) *The City* may, in its sole discretion, exclude any *Tenderer*, *Tenderer Team Member* or their *Advisors* from participating in the *Tender Process* on the grounds of *Conflict of Interest*.

(5) Without limiting the generality of Section 3.8.1, *The City* may, in its sole discretion, require the *Tenderer*, *Tenderer Team Member*, or their *Advisors* to substitute a new *Person* for the *Person* giving rise to the *Conflict of Interest* and the provisions of Section 3.5 will apply to such substitute.

(6) *The City* may, in its sole discretion, waive any *Conflict of Interest*. A waiver may be upon such terms and conditions as *The City*, in its sole discretion, requires to satisfy itself that the *Conflict of Interest* has been appropriately managed, mitigated, and minimized, including requiring the *Tenderer* to put into place such policies, procedures, measures, and other safeguards as may be required by and be acceptable to *The City*, in its sole discretion, to manage, mitigate, and minimize the impact of such *Conflict of Interest*.

### 3.8.2 Ineligible Persons

(1) The *Ineligible Persons* listed in the *Information Table*, as well as their employees, former employees who have any information relating to this *Project*, *Affiliates*, and any of their subcontractors, *Advisors*, consultants, or representatives engaged in respect of this *Project*, are not eligible to participate as a *Tenderer* or a *Tenderer Team Member*. Further, they may not advise or assist a *Tenderer* or a *Tenderer Team Member* in any way in relation to the *Tender Process* or the *Project*.

(2) *The City* may, in its sole discretion, amend the *Ineligible Persons* list in the *Information Table* from time to time during the *Tender Process*.

(3) A *Tenderer* may seek *The City's* permission to allow an *Ineligible Person's Affiliate* or former employee to participate as a *Tenderer Team Member* or *Advisor* to the *Tenderer*. To request permission, a *Tenderer* must submit a request for permission to the *City Contact* as early as possible that includes the following:

- (a) the full legal name of the *Ineligible Person*, plus the full legal name of the *Affiliate* or former employee that the *Tenderer* wishes to include on its team or as a *Tenderer Team Member*, or *Advisor* to the *Tenderer*;
- (b) details of any work that the *Ineligible Person* has carried out in relation to the *Project*;
- (c) information regarding the *Affiliate's* or former employee's relationship to the *Ineligible Person*; and

- (d) a description of the policies and procedures that will be put in place to manage or mitigate the impact of any potential *Conflict of Interest*.

(4) Upon receipt of a request pursuant to Section 3.8.2(3), *The City* will, in its sole discretion, make a determination as to whether:

- (a) it considers there to be a *Conflict of Interest*; and
- (b) the *Conflict of Interest* can be managed, mitigated, or minimized.

(5) If *The City* has determined, in its sole discretion, that an *Affiliate* or former employee of an *Ineligible Person* or *The City* has a *Conflict of Interest*, the impact of which cannot be properly managed, mitigated or minimized, *The City* will add the name of the *Affiliate* or other *Person* to the *Ineligible Persons* list by *Addendum*.

(6) *The City* may, in its sole discretion, waive the ineligibility of a potentially *Ineligible Person*, an *Affiliate* or former employee on such terms and conditions as *The City*, in its sole discretion, may require.

### 3.9 Tenderer Costs

(1) The *Tenderer* and the *Tenderer Team Members* will bear all costs and expenses incurred by them relating to any aspect of their participation in the *Tender Process*.

(2) Subject to Section 8.1(1), *The City* is not liable to pay any costs or expenses of any *Tenderer* or to reimburse or compensate a *Tenderer* under any circumstances, regardless of the outcome of the *Tender Process*.

### 3.10 Insurance

#### 3.10.1 Insurance Required during the Tender Process

(1) During the *Tender Process*, *Tenderers* are required to obtain, and, where applicable, to cause all of their respective *Tenderer Team Members* and other *Persons* listed in this Section 3.10.1(1) to obtain, and at all times keep and maintain in force the insurance set out in Section 3.10.1(1), whenever the *Tenderer*, a *Tenderer Team Member*, or any of their respective directors, officers, employees, consultants, *Advisors*, agents, or representatives are present at the *Project Site*, or at any facilities or premises of *The City* for any purpose whatsoever:

- (a) Commercial General Liability insurance, having an inclusive limit of not less than \$5,000,000 for each occurrence or accident and covering all sums which the *Tenderer*, a *Tenderer Team Member* or any of their respective representatives may become legally obligated to pay for damages as a result of bodily injury (including death at any time resulting there from) sustained by any *Person* or *Persons* or because of damage to, destruction of, or loss of use of property caused by an occurrence or accident arising out of any operations or activities carried out in connection with this *Request for Tenders* or *Tender Process*. The policy or policies must include:
  - (i) Motor Vehicle Liability insurance, in the amount of \$2,000,000 per accident, for vehicles used by *Tenderer* or *Tenderer Team Members* (or their respective directors, officers, employees, consultants, *Advisors*, agents and representatives) while on or at the *Project Site*, or at any facilities or premises of *The City*.

(2) As a condition of allowing access to the *Project Site*, or to the facilities or premises of *The City*, *The City* may, in its sole discretion, require *Tenderers* to provide a certificate of insurance acceptable to *The City* evidencing that the insurance required by Section 3.10.1 is in place.

(3) All insurance policies required to be maintained by *Tenderers* must provide that the insurance will not be cancelled, or materially changed to restrict coverage without the insurer endeavouring to give at least 30 *Days* prior written notice to *The City*.

(4) *Tenderers* are responsible for all deductibles that may apply in any of the required insurance policies pursuant to this Section 3.10.

(5) By participating in the *Tender Process*, the *Tenderers* confirm that *The City's* insurance requirements will not be construed to and will not, in any manner, limit or restrict the liability of the *Successful Tenderer*.

### 3.10.2 Applicable Law and Insurance during the Tender Process

(6) As a condition of allowing access to the *Project Site*, or any facilities or premises of *The City*, *The City* may, in its sole discretion, require *Tenderers* to provide evidence acceptable to *The City* that:

- (a) the *Tenderer*, and its *Tenderer Team Members*, if applicable, are compliant with *Applicable Law* relating to workplace safety, workers' compensation, and labour relations; and
- (b) the *Tenderer*, and its *Tenderer Team Members*, if applicable, have employer's liability insurance in amounts and on terms and conditions acceptable to *The City*.

## SECTION 4 - SUBMISSION, WITHDRAWAL AND MODIFICATION OF THE TENDER

### 4.1 Tender Submission

(1) Each *Tenderer* must complete, execute, and submit its *Tender* on or before the *Tender Closing* in accordance with this *Request for Tender*. For the purposes of this *Request for Tenders*, the determination of whether the *Tender* has been submitted on or before the *Tender Closing* will be based on the time and date recorded by *MERX*. *Tenders* will not be accepted after the *Tender Closing*.

(2) *Tenderers* must submit *Tenders* electronically on *MERX*. The electronic copy as submitted on *MERX* and downloaded by *The City* will be the "Original Copy" of the *Tender*. The receipt provided electronically by *MERX* upon submission of a *Tender* will indicate the date and time of submission and serve as confirmation of submission.

(3) *Tenderers* should allow sufficient time to upload *Tenders* and to resolve any issues that may arise regarding the electronic submission prior to the *Tender Closing*. Each *Tenderer* is solely responsible to ensure that the *Tender* is submitted prior to the *Tender Closing* and that the uploaded *Tender* is not defective, corrupted or blank and that the submitted documents can be opened and legibly viewed by *The City*.

(4) *The City* may reject any *Tender* where any documents contained in the *Tender* cannot be opened or legibly viewed by *The City*. *Tenders* will not be opened publicly.

(5) As further set out in Section 5.1, each *Tender* must include a duly signed Form of Tender (Appendix B).

(6) For clarity, a “duly signed” Form of Tender (Appendix B) includes a Form of Tender that is signed with a handwritten signature or, pursuant to the *Electronic Transaction Act* S.A. 2001, c.E-5.5, an *Electronic Signature*.

(7) By submitting a Form of Tender (Appendix B) with an *Electronic Signature*, the *Tenderer* is deemed to consent to use and acceptance of such *Electronic Signature* and acknowledges that such *Electronic Signature* will have the same force and effect as a handwritten signature.

#### 4.2 Withdrawal or Amendment of Tenders

(1) *Tenderers* may amend their *Tenders* prior to *Tender Closing* by using the “Withdraw Bid” button on *MERX* to withdraw their complete *Tender*. *Tenderers* may then submit an amended *Tender* if desired, prior to *Tender Closing*, by following the rules and procedures for submission.

(2) At any time throughout the *Tender Process* and prior to *Tender Closing*, a *Tenderer* may withdraw its *Tender* by going to *MERX* and using the “Withdraw Bid” button on *MERX* to withdraw its complete *Tender*.

#### 4.3 Entities Permitted to Submit Tenders

(1) If an *RFPQ Process* preceded this *Tender Process*, subject to Section 3.5, only the *Prequalified Parties* are eligible to participate in this *Tender Process*.

(2) If there was no prequalification process and the *Tender Process* is open to all *Tenderers*, a *Tender* may be submitted by:

- (a) a single legal entity; or
- (b) a *Tenderer Team* through the *Lead Tenderer*.

(3) Each *Tenderer Team* must submit, as part of its *Tender*, a *Tenderer Team Declaration* in the form set out in Appendix D.

(4) If an agreement is executed between *The City* and a *Tenderer Team*, *The City* may, in its sole discretion, require parent companies of the entities forming the *Tenderer Team* to be parties to the agreement or jointly and severally guarantee the obligations of the *Tenderer Team*.

#### 4.4 Tender Irrevocability

(1) Subject only to the *Tenderer's* right to withdraw its *Tender* prior to *Tender Closing* in accordance with Section 4.2, each *Tender* is irrevocable and must remain in effect and open for acceptance by *The City* for the *Tender Validity Period*.

### SECTION 5 - TENDER FORM

#### 5.1 Content of the Tender – Submission Requirements

- (1) On or before the *Tender Closing*, the *Tenderer* must submit:
  - (a) the completed and duly signed Form of Tender (Appendix B);
  - (b) the completed Price Schedule (Appendix C);
  - (c) the *Tenderer Team Declaration*, if applicable (Appendix D);

- (d) the *Consent of Surety* and *Bid Bond* (Appendix E) or acceptable alternative, in accordance with Section 5.3(1);
- (e) the completed Project Team Schedule, if applicable (Appendix F); and,
- (f) any additional information set out in the *Information Table*.

(2) If, in completing the information or prices to be submitted by the *Tenderer* in accordance with these *Tender Documents*, the *Tenderer* has struck out, revised, erased, or made similar alterations to its *Tender*, an authorized representative of the *Tenderer* must initial each alteration made.

## 5.2 Investigation by the Tenderer

(1) *Tenderers* are solely responsible for carefully examining all of the *Tender Documents*, and any maps, plans, drawings, and data referred to in the *Tender Documents* and are solely responsible for carefully examining the *Project Site*, the premises adjacent thereto and the access to the *Project Site*. Failure by a *Tenderer* to do so will not be accepted as a basis for changes to the *Work* or extensions to any deadlines under the *Agreement*.

(2) *Tenderers* will carry out all investigations necessary to inform themselves thoroughly as to the character and magnitude of the *Work*, the facilities for delivering, placing, and operating the necessary machinery and equipment and for delivering and handling products and equipment at the *Project Site*.

(3) *Tenderers* will be responsible for informing themselves as to the conditions that may prevail at the location of the *Work* and work being carried out on nearby or adjacent locations that may affect the *Work*.

## 5.3 Bonding and Consent of Surety

(1) Each *Tenderer* must deliver on *Tender Closing* a *Consent of Surety* and *Bid Bond* in the amounts set out in the *Information Table* and on the form set out in Appendix E, or in a form containing equivalent obligations on the part of the surety company and the *Tenderer*, executed under seal by a surety company satisfactory to *The City* and allowed by the laws of Alberta to issue bonds in Alberta. In lieu of a *Consent of Surety* or *Bid Bond*, *The City* may, in its sole discretion, accept from a financial institution acceptable to *The City* one of the following:

- (a) a bank draft, certified cheque, irrevocable letter of credit, or guarantee, along with any additional documentation *The City* may require; or
- (b) a letter that a bank draft, certified cheque, irrevocable letter of credit, or guarantee will be provided upon the request of *The City*.

(2) Failure by a *Tenderer* to provide additional required documentation in accordance with this Section 5.3 will result in *The City*, in its sole discretion, electing to discontinue consideration of the *Tenderer's Tender* in the *Tender Process*.

## 5.4 Tender Pricing

(1) Prices set out in the Price Schedules (Appendix C) must be inclusive of all applicable duties and taxes except GST which should be itemized separately where indicated. Prices submitted by *Tenderers* should be in Canadian Dollars. Prices submitted in another currency will be converted to

Canadian Dollars for the purposes of evaluation using the applicable Bank of Canada exchange closing rates on *Tender Closing*.

## 5.5 Disclosure of Tenderer's Information

- (1) *Tenderers* agree that *The City* may, in its sole discretion, disclose to the public:
  - (a) the name and address of the *Tenderer*;
  - (b) the *Tenderer's Total Tender Price*;
  - (c) the unofficial ranking of the *Tenderer* prior to evaluation of its *Tender*, and the official ranking of the *Tenderer* after evaluation of its *Tender*; and
  - (d) whether the *Tenderer's Tender* was compliant with the *Tender Documents* and, if not, the details of such non-compliance.

## SECTION 6 - TENDER EVALUATION AND DISQUALIFICATION PROVISIONS

### 6.1 Compliance

(1) *The City* will review the contents of each *Tender* to determine whether it is in compliance with the requirements of the *Tender Documents*, including whether all documents that the *Tenderers* are obliged to submit in accordance with Section 5.1 have been submitted.

(2) If, in the sole discretion of *The City*, a *Tender* does not comply with the requirements of the *Tender Documents*, *The City* will, without liability, cost, or penalty reject the *Tender* and will not consider the *Tender* further in the *Tender Process*. For the purpose of this *Tender*, "comply" and "compliance" means that the *Tender* conforms to the requirements of the *Tender Documents* without material deviation. A "material deviation" in a *Tender* is any failure to comply with a *Tender Document* requirement that, in the sole discretion of *The City*:

- (a) impedes, in any material way, the ability of *The City* to evaluate the *Tender*;
- (b) affects *The City's* ability to enforce the *Tenderer's* obligations pursuant to the *Tender Documents*; or
- (c) constitutes an attempt by a *Tenderer* to revise *The City's*, or the *Tenderer's* rights or obligations under the *Tender Documents*.

(3) A requirement in this *Request for Tenders* or in the appendices to this *Request for Tenders* that a *Tenderer* "must" or "shall" do something is not intended to supersede this Section 6.1 or, for greater clarity, to supersede the concepts of "comply", "compliance", or "material deviation" set out in this Section 6.1.

(4) *The City* may post on *MERX* the unofficial ranking of *Tenders* based on *Total Tender Price* prior to completing the compliance review.

### 6.2 Tender Evaluation

(1) The *Tenderer* must submit a *Tender* that is compliant with the terms and conditions of the *Sample Contract Letter* and must be compliant with all other requirements of the *Tender Documents*.

- (2) *The City* will evaluate *Tenders* based on the *Total Tender Price*.



(3) The *Tender Breakdown Sheets* and the *Project Team Schedule* will not be taken into account in the evaluation of *Tenders*.

(4) Subject to Section 6.2(1), *The City* may:

- (a) require a *Tenderer* to clarify or verify the contents of its *Tender*; and
- (b) seek a *Tenderer's* acknowledgement of *The City's* interpretation of the *Tender* or any part of the *Tender*.

(5) *The City* is not obliged to seek clarification or verification of any aspect of a *Tender*, including an ambiguity in a *Tender*.

(6) Any written information received by *The City* from a *Tenderer* pursuant to a request for clarification or verification from *The City* as part of the *Tender Process* may, in *The City's* sole discretion, be considered part of the applicable *Tender*.

### 6.3 Affordability and De-scoping

#### 6.3.1 Process regarding Over Budget Event

(1) On the occurrence of an *Over Budget Event*, *The City* will carry out *Project De-scoping* in accordance with Section 6.3.2 and identify a *Successful Tenderer* on the basis of the completed *Project De-scoping* and related *Tenderer* rankings.

#### 6.3.2 Procedure for De-scoping

(1) If *The City* must, in accordance with Section 6.3.1, carry out a *Project De-scoping*, *The City* will revise the *Tenderer Base Price Sub-total* and ranking based on the *Total Tender Price* of each *Tenderer* taking into account the applicable *De-scoping Price Adjustments* reflected in each *Tenderer's De-scoping Price Submission* contained in Appendix C, and will re-rank the *Tenderers* based on the revised *Total Tender Price* of each *Tender*.

(2) If more than one *De-scoping Component* has been set out in Appendix C, *The City* will carry out the *Project De-scoping* on a *De-scope Component* by *De-scope Component* basis in the order set out in Appendix C and, in respect of each *De-scope Component* that is implemented, will carry out the procedure set out in Section 6.3.2(1).

(3) *The City* will carry out the process described in Section 6.3.2(1) and 6.3.2(2) until

- (a) there are no further *De-scoping Price Adjustments*; or
- (b) the *Project De-scoping* results in at least one of the *Tenderers* having a *Total Tender Price* equal to or less than the *Estimated Construction Budget*.

(4) *Tenderers* are strongly encouraged to submit a *De-scoping Price Submission* when requested by the *Tender Documents*. Subject to Section 6.3.2(5), if any *Tenderer* fails to submit the requested *De-scoping Price Submission*, that failure to submit will not be considered a material deviation or a failure to comply substantially with the *Tender Process*. Further, for clarity, if *The City* has not provided any *De-scoping Components* in Appendix C, then *Tenderers* do not need to provide a *De-scoping Price Submission* and there will be no *Tender* re-ranking.

(5) If a *Tenderer*:

- (a) has not submitted a *De-scoping Price Submission*; or

- (b) has submitted an incomplete *De-scoping Price Submission* or revised any *De-scope Component* within the *De-scoping Price Submission*,

that *Tenderer* will be deemed to have provided zero pricing for the applicable *De-scope Component*, any revision will not be considered by *The City*, and the *Tender* will be re-ranked accordingly.

(6) If on the completion of the *Project De-scoping*, the process fails to bring any of the *Tenderers' Total Tender Price* below the *Estimated Construction Budget*, *The City* may in its sole discretion, elect to discontinue the *Tender Process* or negotiate with the lowest compliant *Tenderer* based on the completed *Project De-scoping* process.

### 6.3.3 De-scope Components and Price Adjustments

(2) In the event that *The City* establishes more than one *De-scope Component*, *The City* will specify the order in which it intends to delete and adjust the *De-Scope Components* in Appendix C.

(3) *Tenderers* may, as part of Appendix C and in accordance with the requirements of the *Tender Process*, include a *De-scoping Price Submission* on a cumulative basis that reflects all *De-scoping Price Adjustments* that would be required to be made to implement each of the *De-scope Components* and, where there is more than one *De-scope Component*, in the order in which they have been specified in Appendix C.

(4) The *De-scoping Price Submissions* of *Tenderers* will not be taken into account in the evaluation of *Tenders* except on the occurrence of an *Over Budget Event*. A *Tenderer* ranking will be affected by *De-scoping Price Adjustments* only in accordance with the process described in Section 6.3.2.

(5) For clarity, the standard of "compliance" set out in Section 6.1 will apply to *De-scoping Price Adjustments*.

## 6.4 Disqualification

(1) *The City* may, in its sole discretion, disqualify a *Tenderer*, a *Tenderer Team Member*, or a *Tender*, or cancel its decision to make an award under this *Request for Tenders*, at any time prior to the execution of the *Finalized Contract Letter* by *The City*, if:

- (a) the *Tender* is determined to be non-compliant pursuant to Section 6.1;
- (b) the *Tenderer* fails to cooperate in any attempt by *The City* to clarify or verify any information provided by the *Tenderer* in its *Tender*;
- (c) the *Tenderer* contravenes Section 3.3.2 or 3.3.3;
- (d) the *Tenderer* fails to comply with *Applicable Law*;
- (e) the *Tender* contains false or misleading information or a misrepresentation;
- (f) the *Tender*, in the opinion of *The City*, reveals a material *Conflict of Interest* for which the *Tenderer*, in accordance with Section 3.8:
  - (i) does not receive a waiver or consent from *The City*; or
  - (ii) fails to substitute the *Person* or entity giving rise to the *Conflict of Interest*;

- (g) in the opinion of *The City*, acting reasonably, the *Tenderer* or a *Tenderer Team Member* or any of their respective representatives contravened Section 3.3.4;
- (h) the *Tenderer* or *Tenderer Team Member* has committed a material breach of:
  - (i) any existing agreement between the *Tenderer* and *The City*; or
  - (ii) any other provision of this *Request for Tenders*;
- (i) *The City's* "Procurement Policy for a Party with a Dispute with *The City*" (FA-056 (A)) applies to the *Tenderer* or one or more of its *Tenderer Team Members*;
- (j) the *Tenderer* or any *Tenderer Team Member* or any director or officer of either a *Tenderer* or *Tenderer Team Member* has been convicted of an offence in connection with any goods and/or services rendered to *The City*;
- (k) there are any convictions related to inappropriate bidding practices or unethical behaviour by a *Tenderer* or a *Tenderer Team Member* or any of their *Affiliates* or any director or officer of either a *Tenderer* or *Tenderer Team Member* in relation to a public or broader public sector tender or procurement in any jurisdiction;
- (l) the *Tender*, in the opinion of *The City*, contains unsustainable pricing;
- (m) in the 12 months prior to the *Tender Closing*, *The City* became aware that the *Tenderer* or *Tenderer Team Member* failed to disclose an actual *Conflict of Interest* in the past or current procurement issued by *The City*, unless the *Tenderer* has demonstrated to the satisfaction of *The City* that the *Tenderer* has implemented measures to prevent future false or omitted disclosure of actual *Conflicts of Interests*; or
- (n) in the 12 months prior to *Tender Closing*, *The City* has taken action under section 12.4 of the *Standard General Conditions*.

## 6.5 The City's Right to Accept, Reject and Cancel

- (1) *The City* may, in its sole discretion, and at any time during the *Tender Process*, do any one or more of the following:
  - (a) reject any or all *Tenders*, including the *Tender* with the lowest *Total Tender Price*;
  - (b) accept any *Tender*, including a *Tender* that does not have the lowest *Total Tender Price*;
  - (c) if only one *Tender* is received:
    - (i) where that *Tender* is compliant pursuant to Section 6.1, accept or reject that *Tender*; or
    - (ii) where that *Tender* is non-compliant pursuant to Section 6.1, negotiate with that *Tenderer*;
  - (d) discontinue the *Tender Process* at any time prior to the issuance by *The City* of the *Notification of Award* including in the event that *The City* determines inadequate funding for the *Project* is available;

- (e) alter the *Timetable* and the *Tender Process* in accordance with Section 3.1;
- (f) cancel this *Tender Process* and subsequently advertise or call for new tenders for the same subject matter of these *Tender Documents*;
- (g) reject a *Tender* from a *Tenderer* that has had an agreement or agreements with *The City* that *The City* terminated for default; or
- (h) reject a *Tender* from a *Tenderer* that has previously been given a *Notification of Award* by *The City* and has failed to proceed with the work described in that *Notification of Award*.

## SECTION 7 - TENDER AWARD AND FINALIZED CONTRACT LETTER SUBMISSION AND EXECUTION

### 7.1 Tender Award

(1) On completion of its evaluation process, *The City* will identify the *Successful Tenderer* and *The City* will notify the *Successful Tenderer* by issuance of a *Notification of Award*. The *Notification of Award* will indicate *The City's* acceptance of the *Successful Tenderer's Tender*.

(2) As a condition of award, *The City*, in its sole discretion, may require the *Successful Tenderer* to authorize *The City* to conduct a credit check. In the event, that *The City*, acting reasonably, determines that the *Successful Tenderer* does not meet *The City's* standard for credit worthiness, *The City* may withdraw the award and identify the next *Successful Tenderer*.

### 7.2 Execution and Submission of Finalized Contract Letter and Documents

(1) No later than 10 *Business Days* after the date of the *Successful Tenderer's* receipt of the *Notification of Award*, the *Successful Tenderer* must submit to *The City* the *Finalized Contract Letter* signed by the person legally authorized to bind the *Successful Tenderer*.

(2) No later than 2 *Business Days* after the date of the *Successful Tenderer's* receipt of the *Notification of Award*, the *Successful Tenderer* must submit to *The City* a *Tender Breakdown*.

(3) *The Successful Tenderer* will be required to provide to *The City* further documentation listed in the *Notification of Award*, and as set out in the *Sample Contract Letter* including Schedule 1 - Standard General Conditions.

### 7.3 Failure to Execute the Finalized Contract Letter and Provide Documents

(1) If the *Successful Tenderer* fails to meet its obligations pursuant to Section 7.2, *The City* may, in its sole discretion, do any or all of the following:

- (a) withdraw its *Notification of Award*, without liability, cost, or penalty to *The City*;
- (b) retain or call upon any bid security, including a *Bid Bond*;
- (c) accept the next lowest compliant *Tender*;
- (d) carry out a new tender process; or
- (e) have the *Work* carried out in any other way that *The City*, in its sole discretion, considers is in the best interest of *The City*.

(2) A *Successful Tenderer* that fails to meet its obligations in accordance with Section 7.2 will:

- (a) indemnify and save harmless *The City* from all loss, damage, cost, charges, and expenses that *The City* may suffer or be put to by reason of the *Successful Tenderer's* failure to carry out its obligations; and
- (b) make no claim whatsoever for any costs or expenses incurred by the *Successful Tenderer* after the *Notification of Award*.

(3) If the *Successful Tenderer* fails to meet its obligations in accordance with Section 7.2, *The City* may, in its sole discretion, prohibit the *Successful Tenderer* from submitting a tender or proposal on subsequent request for tender or requests for proposals issued by *The City* for a period of time that *The City* considers to be appropriate.

## SECTION 8 - LEGAL MATTERS AND RIGHTS OF THE CITY

### 8.1 Limit on Liability

(1) Each *Tenderer* and all other *Persons* participating in this *Tender Process* agree that if *The City* or its respective *Advisors* commit a material breach of their obligations under or in connection with this *Request for Tenders* (that is, a material breach of *Contract A*), the total liability of *The City* to the any *Tenderer*, *Tenderer Team Member*, or any other *Person* participating in this *Tender Process*, and the aggregate amount of damages recoverable against *The City* for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of *The City* will be the lesser of either the *Tender* preparation costs that the *Tenderer* seeking damages from *The City* can demonstrate, or \$250,000.

### 8.2 Applicable Law and Attornment

(1) This *Request for Tenders* and the *Agreement* will be governed and construed in accordance with *Applicable Law*.

(2) By participating in the *Tender Process*, the *Tenderer* agrees that:

- (a) any action or proceeding relating to the *Tender Process* must be brought in any court of competent jurisdiction in Alberta and for that purpose the *Tenderer* irrevocably and unconditionally attorns and submits to the jurisdiction of that Alberta court;
- (b) it irrevocably waives any right to and will not oppose any Alberta action or proceeding relating to the *Tender Process* on any jurisdictional basis, including forum non conveniens; and
- (c) it will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Alberta court as contemplated by this Section 8.2.

### 8.3 Licenses, Permits, etc.

(1) If a *Tenderer* is required by *Applicable Law* to hold or obtain a licence, permit, consent, or authorization to carry on an activity contemplated in the *Tender Documents*, neither *Notification of Award* nor execution of the *Finalized Contract Letter* by *The City* will be considered to be approval by *The City* of carrying on such activity without the requisite licence, permit, consent, or authorization and the *Tenderer*

will not undertake or perform any activity until it has obtained all licenses, permits, consents, or authorizations required under *Applicable Law* or the *Agreement*.

#### **8.4 Power of Municipal Council of The City**

(1) *Tenderers* are advised that no provision of this *Request for Tenders* (including a provision stating the intention of *The City*) is intended to operate, nor will any such provision have the effect of operating, in any way, so as to interfere with or otherwise fetter the discretion of *City Council* in the exercise of its statutory powers.

#### **8.5 Trade Agreements**

(1) Where the *Tender Process* falls within the scope of applicable trade agreements, it is subject to those trade agreements; however, the rights and obligations of the parties are governed by the specific terms of this *Request for Tenders*.

SAMPLE

**(“Contractor”)**

**Attention:**

**RE:**

(1) *The City* is pleased to provide the *Contractor* with this letter of acceptance (“**Contract Letter**”) of the *Contractor’s Tender* to provide the *Work*, including any applicable de-scoping set out in section (6).

(2) The purpose of this *Contract Letter* is to summarize the terms and conditions between *The City* and the *Contractor*, and to clarify that the contract for the *Work* is comprised of the following documents, set out in the following order of precedence:

- (a) *Contract Letter*;
- (b) *Addenda*:

Addenda Number	Date

- (c) Schedules to the *Contract Letter* as follows:
  - (i) Schedule 3 – Special Conditions;

- (ii) Schedule 1 – Standard General Conditions;
- (iii) Schedule 2 – Delivery Method Requirements - Fixed Price Construction;
- (iv) Schedule 4 – Project Schedule;
- (v) Schedule 5 – Technical Specifications (including *Drawings*); and
- (vi) Schedule 6 – Contractor’s Tender.

Notwithstanding the order of the precedence of documents set out in this Section (2), if there exists any conflict or inconsistency between any requirements specified in “Schedule 3 – Special Conditions - Part B – Standard Specifications, Guidelines, and Requirements” and the requirements specified in “Schedule 5 – Technical Specifications”, the requirements specified in “Schedule 5 – Technical Specifications” shall prevail for the purposes of this *Agreement*.

- (3) Unless otherwise set out in the *Contract Letter*, capitalized words and phrases used will have the same meanings as are ascribed to them in Schedule 1 to 6. When the words “will”, “must” or “shall” are used in the *Contract Letter*, they will be construed and interpreted as synonymous.
- (4) The *Effective Date* of the *Contract Letter* is the date of signing by *The City*.
- (5) The *Contractor* submitted a *Total Tender Price* of \$

<i>Base Price Sub-total</i> (from Appendix C)	\$
<i>% Contingency Allowance</i>	\$
<i>Cash Allowance</i>	\$
<i>% for overhead and profit relating to the Cash Allowance</i>	\$
Sub total	\$
GST	\$
<i>Total Tender Price</i>	\$

- (6)  No *Over Budget Event* occurred and therefore, there has been no *Project de-scoping*.

[or]

- An *Over Budget Event* occurred, and the following *Project De-scope Components* and resulting net cumulative price adjustment occurred:



De-scope Component Number	De-scope Price Adjustment		Net Cumulative Price Adjustment
	Deletion	Addition	
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

(7) In accordance with the schedules to the *Contract Letter*, *The City* will pay to the *Contractor* the *Total Tender Price* of \$:

<i>Base Price Sub-total</i> (from Appendix C)	\$
De-scoping net cumulative price adjustment	(\$ )
<i>Adjusted Base Price Sub-total</i>	\$
<i>% Contingency Allowance</i>	\$
<i>Cash Allowance</i>	\$
<i>% for overhead and profit relating to the Cash Allowance</i>	\$
Sub total	\$
GST	\$
<i>Total Tender Price</i>	\$

(8) The *Key Personnel* for this *Project* are:

<i>Key Personnel</i>	
Position Title	Name

(9) The *Contractor* will provide the following *Performance Security* to *The City*:

<i>Performance Bond</i> (amount should be equal to 50% of the <i>Total Tender Price</i> )	\$
<i>Labour and Material Payment Bond</i> (amount should be equal to 50% of the <i>Total Tender Price</i> )	\$

NOTE: Any other *Performance Security* required or approved by *The City* (Risk Management) will be listed here, e.g. *Lien Letter of Credit*, other bonds, insurance, guarantees.

(10) The *Contractor* will commence the performance of the *Work* immediately following issuance of the *Notice to Proceed* and will diligently and continuously proceed with the performance of the *Work* in accordance with Schedule 5 – Project Schedule, as may be amended by agreement of *The City*.

(11) The *Prime Contractor for Safety* is

(12) This *Contract Letter* may be executed and *scanned and delivered* by electronic transmission, and when so executed and delivered to *The City*, will be deemed an original.

(13) Any notice, consent, approval, determination, demand or *other communication required* or permitted to be given or made under this *Contract Letter* ("**Notice**") by either party must be in writing *and must be*:

- (a) delivered in person on a *Business Day*;
- (b) sent by prepaid courier service; or
- (c) sent by electronic transmission (email) during a *Business Day*,

to the following respective addresses:

<b>If to The City:</b>	<b>If to the Contractor:</b>
<b>Director, Supply Management:</b>	
The City of Calgary, Supply Management 2 <sup>nd</sup> Flr, Building U, 677 25 Avenue SE Calgary, Alberta T2G 4K8 Email: SupplyManagementGeneral@calgary.ca	
<b>City Representative:</b>	
<b>Design Professional:</b>	
<b>Pursuant to SGC 22.1(1), for dispute resolution purposes:</b>	
<b>Supervisor:</b>	<b>Senior Representative:</b>
<b>Manager:</b>	

- (14) Each *Notice* sent will be deemed to have been received:
- (a) on the day it was delivered if delivered in person or by prepaid courier service; or
  - (b) on the day it was sent by email or at the start of business on the first *Business Day* thereafter if the day on which it was sent by email is not a *Business Day*.

(15) Either party may, from time to time, change its address for receiving any *Notices* by giving *Notice* to the other party as set out in the *Contract Letter*.

<p><b>THE CITY OF CALGARY</b></p> <p>Per: _____</p> <p>Sarah Aspinall Director, Supply Management</p> <p>Date: _____</p> <p><i>I have the authority to bind The City.</i></p>	<p>Per: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><i>I have the authority to bind the Contractor.</i></p>
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**SCHEDULE 2****DELIVERY METHOD REQUIREMENTS: FIXED PRICE CONSTRUCTION****ARTICLE 1:  
DEFINITIONS****1.1 Definitions**

Unless otherwise defined below or within this Schedule 2, capitalized terms will have the meanings set out in Schedule 1 - *Standard General Conditions*. Where a capitalized term is defined in both the Schedule 1 and this Schedule 2, the definition set out in this Schedule 2 will apply.

**ARTICLE 2:  
STANDARD SPECIFICATIONS, GUIDELINES & REQUIREMENTS****2.1 Standard Specifications, Guidelines and Requirements**

The *Contractor* must comply with *The City's* current edition (as at issuance of the *Procurement Documents*) of the following documents, as specifically indicated in Schedule 3 – Special Conditions:

<b>Standard Specifications</b>
Standard Specifications: Roads Construction
Standard Specifications: Sewer Construction
Standard Specifications: Waterworks Construction
Standard Specifications: Street Lighting Construction
Standard Specifications: Erosion and Sediment Control
Development Guidelines and Standard Specifications: Landscape Construction
Standard Specifications and Design Guidelines: Portable Water Feedermain Construction
<b>Standards, Guidelines, Manuals &amp; Catalogues</b>
Access Design Standards
CAD Standard
CAD Standard Guidance Document
Design Guidelines for City of Calgary Fire Stations
Design Guidelines for City of Calgary Funded Buildings
Design Guidelines for Development Site Servicing Plans
Design Guidelines for Subdivision Servicing
Field Manual for Erosion & Sediment Control
Guidelines for Erosion & Sediment Control
Guidelines for Safe Construction in Proximity of Feeder Main, Critical Distribution Mains, Sanitary/Storm Mains and Critical Collection Mains
Sewer Bypass Pumping Guidelines
Stormwater Management & Design Manual
Street Lighting Material Catalogue
Temporary Traffic Control Manual
Temporary Traffic Control Guidelines for Pedestrians
Wastewater Lift Station Design Guidelines

The *Contractor* may be required to comply with other documents specified in Schedule 3 – Special Conditions.

**SCHEDULE 3**  
**SPECIAL CONDITIONS**

**Part A: Schedule 1 – Standard General Conditions**

Capitalized terms will have the meanings set out in *Standard General Conditions*.

<b>Section Reference</b>	<b>Issue</b>	<b>Special Conditions</b>										
SGC 1.1(12)	Cash Allowances											
SGC 1.1(26)	Construction Period	The <i>Contractor</i> may issue invoices and applications for payments to <i>The City</i> every:										
SGC 1.1(30)	Contingency Allowances											
SGC 1.1(65)	Identified Encumbrances											
SGC 1.1(74)	Materials											
SGC 1.1(103)	Project Site	The <i>Project Site</i> is:										
SGC 1.1(110)	Scheduled Operational Date											
SGC 1.1(136)	Warranty Period											
SGC 1.1(139)	Work Plan	The <i>Contractor</i> will prepare the following that are preceded by a box with an “x”: <table border="1"> <thead> <tr> <th><b>“x”</b></th> <th><b>Description</b></th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td><i>ECO Plan</i></td> </tr> <tr> <td><input type="checkbox"/></td> <td><i>Health and Safety Plan</i></td> </tr> <tr> <td><input type="checkbox"/></td> <td><i>Inspection Plan</i></td> </tr> <tr> <td><input type="checkbox"/></td> <td><i>Quality Management Plan</i></td> </tr> </tbody> </table>	<b>“x”</b>	<b>Description</b>	<input type="checkbox"/>	<i>ECO Plan</i>	<input type="checkbox"/>	<i>Health and Safety Plan</i>	<input type="checkbox"/>	<i>Inspection Plan</i>	<input type="checkbox"/>	<i>Quality Management Plan</i>
<b>“x”</b>	<b>Description</b>											
<input type="checkbox"/>	<i>ECO Plan</i>											
<input type="checkbox"/>	<i>Health and Safety Plan</i>											
<input type="checkbox"/>	<i>Inspection Plan</i>											
<input type="checkbox"/>	<i>Quality Management Plan</i>											

Section Reference	Issue	Special Conditions
SGC 4.1(2)	Performance of Work	
SGC 4.1(2)(d)	Performance of Work	
SGC 4.7(1)	Compliance with Community Standards Bylaw	
SGC 4.8(3)	Key Personnel Substitution Compensation	\$
SGC 5.4(1)	Security Clearance	
SGC 5.8(1)(f)	Operational Manuals	
SGC 6.6(1)	Digital Drawings	
SGC 7.3(1)(b)	Liquidated Damages	\$ per day or part of day
SGC 7.4(3)	Bonus for early Construction Completion	
SGC 8.1(1)	Access and Use	<p><i>The City expressly waives the requirement for submission of the:</i></p> <p>Check all that apply</p> <p><input type="checkbox"/> <i>Health and Safety Plan</i></p> <p><input type="checkbox"/> <i>The Quality Management Plan</i></p> <p><input type="checkbox"/> <i>Not Applicable</i></p> <p><b>NOTE:</b> Make sure your choice is consistent with "Work Plan" above</p>
SGC 8.1(4)	Site Office	

Section Reference	Issue	Special Conditions
SGC 8.3(1)	Access Fee	The following fee will be payable by the <i>Contractor</i> for its right of access to and use of the <i>Project Site</i> : \$
SGC 8.5(2)(h)	Condition of the Site	
SGC 8.9(1)	Survey Monuments	Contact the Manager, Field Surveying Services at (403) 268-1640
SGC 9.3(1)(e) and 9.3(6)	Determination of Costs	There is no Cost Method E for this <i>Project</i> .
SGC 10.2(3)	Application for Payment	
SGC 10.2(4)	Application for Payment	The City's <i>Tangible Capital Asset</i> form is to be submitted with each invoice.
SGC 11.1(2)	Inspection Plan	<b>NOTE:</b> Make sure your choice is consistent with "Work Plan" above
SGC 11.1(3)	Quality Management Plan	
SGC 12.2(1)	Prime Contractor Status	
SGC 13.1(1)(a)	Required Contractor's Insurance	CGL:  Motor vehicle:  Other specific clauses, coverage or limits:
SGC 13.1(8)	Additional Contractor's Insurance	

Section Reference	Issue	Special Conditions
SGC 13.2(1)	City Procured Insurance	
SGC 20.1(1)	ECO Plan	<b>NOTE:</b> Make sure your choice is consistent with "Work Plan" above
SGC 20.2(3)	Erosion and Sediment Control	Contact <i>The City's</i> Water Resources-Erosion Control Coordinator at 403-268-2655
SGC 20.4(1)(b)	Project Site Water Management	Contact <i>The City's</i> Water Resources- Control Coordinator at 403-268-2655 and <i>The City's</i> Water Resources – Industrial Monitoring Supervisor at 403-268-4558
SGC 20.9(1)(e)	Discovery of Hazardous Substance	
SGC 20.11(3)	Offsite Disposal of Excavated Material	Contact <i>The City's</i> Environmental Control Technologist in Waste & Recycling Services at 403-268-8440 or <a href="mailto:cleanfill@calgary.ca">cleanfill@calgary.ca</a>
SGC 20.14(1) and (5)	Authorization to Operate Fire Hydrants	Contact <i>The City's</i> Director, Water Services at 403-268-4416 or 403-268-4712
SGC 20.18(3)	Clean-Up and Restoration of Project Site	
SGC 22.9	Currency	



**Part B: Schedule 2 – Delivery Method Requirements: Fixed Price Construction**

Unless otherwise defined within Schedule 2, capitalized terms will have the meanings set out in *Standard General Conditions*. Where a capitalized term is defined in both the *Standard General Conditions* and Schedule 2, the definition set out in Schedule 2 will apply.

The Contractor must comply with *The City's* current edition (as at issuance of the *Procurement Documents*) of the following documents that are preceded by a box with an "x":

"X"	Description
<b>Standard Specifications</b>	
<input type="checkbox"/>	Standard Specifications: Roads Construction
<input type="checkbox"/>	Standard Specifications: Sewer Construction
<input type="checkbox"/>	Standard Specifications: Waterworks Construction
<input type="checkbox"/>	Standard Specifications: Street Lighting Construction
<input type="checkbox"/>	Standard Specifications: Erosion and Sediment Control
<input type="checkbox"/>	Development Guidelines and Standard Specifications: Landscape Construction
<input type="checkbox"/>	Standard Specifications and Design Guidelines: Portable Water Feedermain Construction
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<b>Standards, Guidelines, Manuals &amp; Catalogues</b>	
<input type="checkbox"/>	Access Design Standards
<input type="checkbox"/>	CAD Standard
<input type="checkbox"/>	CAD Standard Guidance Document
<input type="checkbox"/>	Design Guidelines for City of Calgary Fire Stations
<input type="checkbox"/>	Design Guidelines for City of Calgary Funded Buildings
<input type="checkbox"/>	Design Guidelines for Development Site Servicing Plans
<input type="checkbox"/>	Design Guidelines for Subdivision Servicing
<input type="checkbox"/>	Field Manual for Erosion & Sediment Control
<input type="checkbox"/>	Guidelines for Erosion & Sediment Control
<input type="checkbox"/>	Guidelines for Safe Construction in Proximity of Feeder Main, Critical Distribution Mains, Sanitary/Storm Mains and Critical Collection Mains
<input type="checkbox"/>	Sewer Bypass Pumping Guidelines
<input type="checkbox"/>	Stormwater Management & Design Manual
<input type="checkbox"/>	Street Lighting Material Catalogue
<input type="checkbox"/>	Temporary Traffic Control Manual
<input type="checkbox"/>	Temporary Traffic Control Guidelines for Pedestrians
<input type="checkbox"/>	Wastewater Lift Station Design Guidelines
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:

**Part C: Additional Requirements**

Capitalized terms will have the meanings set out in *Standard General Conditions*.

The *Contractor* must comply with the following additional requirements that are preceded by a box with an "X":

"X"	Additional Requirement	Description
<input type="checkbox"/>	<b>1.1</b>	Explosives and Blasting
<input type="checkbox"/>	<b>1.2</b>	Work Adjacent to Pipelines
<input type="checkbox"/>	<b>1.3</b>	Historical Resources Act
<input type="checkbox"/>	<b>1.4</b>	Installation, Maintenance, and Performance Standards for Temporary Traffic Control
<input type="checkbox"/>	<b>1.5</b>	Closing of Streets or Sidewalks
<input type="checkbox"/>	<b>1.6</b>	Hauling Routes, Load Limits and Weigh Scales
<input type="checkbox"/>	<b>1.7</b>	Performance Standards and Performance Tests

**1.1 Explosives and Blasting**

- (1) When explosives are used, the *Contractor* will be responsible for their handling, storage and transportation in accordance with *Applicable Law*, including *City* bylaws, *Explosives Act*, R.S.C. 1985, c. E-17, *Dangerous Goods Transportation and Handling Act*, R.S.A. 2000, Ch. D-4 and *Occupational Health and Safety Act*, R.S.A. 2000, Ch. O-2, including the *Occupational Health and Safety Code 2009 Order*, and any associated regulations and the applicable provisions respecting explosives, and its transportation, found in the current Calgary Fire Prevention Bylaw. In the event of any conflict, the *Contractor* must comply with the more stringent provision.
- (2) Notwithstanding Section 1.1(1):
  - (a) no blasting may be carried out without the prior written approval of *The City*; and
  - (b) *The City* or the owner of a utility located within the vicinity may require the *Contractor* to present it with a report by an *Engineer* containing sufficient information to demonstrate that any proposed blasting will be done in a reasonable and safe manner.

**1.2 Work Adjacent to Pipelines**

- (1) The *Contractor* will comply with, and ensure that its *Subcontractors* comply with, all requirements of the *Pipeline Act*, R.S.A. 2000, Ch. P-15 and associated regulations, Part 32 of the *Occupational Health and Safety Code 2009 Order* and Energy Resources Conservation Board Guide 30 Guidelines for Safe Construction Near Pipelines (collectively referred to as the "**Pipeline Requirements**"). If any of the requirements of the *Agreement* are inconsistent with the *Pipeline Requirements*, the *Pipeline Requirements* will govern.
- (2) Prior to any work being carried out adjacent to a pipeline, the *Contractor* will provide *The City* with a written outline of how it plans to carry out its work under the *Agreement* in accordance with *Applicable Law*. In addition, prior to any work being carried out adjacent to a pipeline, the *Contractor* must provide all of its employees and *Subcontractors* that will be working around pipelines with the following information:
  - (a) The proper procedure for the location of pipelines, including a locate by way of contacting Alberta One Call;
  - (b) An appropriate emergency plan that includes a list of field location telephone numbers, Alberta One Call, and a list of emergency telephone numbers;

- (c) The estimated or expected location and elevation of all pipelines on the *Project Site*;
  - (d) The nature of the materials in the pipelines or, if no longer in use, the nature of the materials previously in the pipelines;
  - (e) Any health and safety risks and any dangers associated with striking, scraping or in any way damaging the pipelines; and
  - (f) The proper procedure for reporting any damage or disrepair of a pipeline.
- (3) Prior to any work being carried out adjacent to a pipeline, the *Contractor* is responsible for obtaining and distributing to all parties involved in the *Project* complete plans showing exact or expected locations and elevations of all pipelines on the *Project Site*.
- (4) The *Contractor* must ensure that the expected locations and elevations of all existing pipelines are clearly marked on the *Project Site*. The *Contractor* is responsible for ensuring that all markers for pipeline locations are in place at all times during construction, and is responsible for ensuring that markers are highly visible and consist of flagged stakes, snow fencing or equivalent.
- (5) The *Contractor* must ensure that:
- (a) pipelines are hand-exposed at selected points on the *Project Site*, especially where pipeline crossings occur or the pipeline is to be exposed; and
  - (b) equipment is kept at predetermined distances above the line and parallel to the line.
- (6) Notwithstanding locations and elevations provided on any plans, it is the sole responsibility of the *Contractor* to verify accuracy by hand exposing the pipeline or to verify accuracy by using other non-destructive means acceptable to *The City* and pipeline operator. The *Contractor* must provide notice to the pipeline operator and invite a representative to be present during such exposure activities.
- (7) For any *Work* in the vicinity of a pipeline, the *Contractor* must contact the pipeline operator at least 48 hours prior to the commencement of the *Work*. The *Contractor* will arrange for a representative of the pipeline operator to be present during certain construction operations unless the pipeline operator declines to send a representative to the *Project Site* while construction operations are undertaken near the pipeline.
- (8) Prior to any *Work* in the vicinity of a pipeline, the *Contractor* must ensure that all of the following requirements are met:
- (a) the *Contractor* has obtained written approval from the pipeline operator to carry out the excavation;
  - (b) arrangements are made for a representative of the pipeline operator to be present on *Project Site* to oversee the excavation and backfill stages and to inspect the pipeline;
  - (c) the pipeline representative has approved the excavation, utility support and backfill procedures;
  - (d) all pipeline locations have been verified and that the pipeline properly has been or is hand exposed or exposed in a non-destructive manner; and
  - (e) if required, adequate ramping has been constructed over all pipeline crossings.
- (9) If at any time a pipeline is struck, scraped, damaged, or in any way interfered with by the *Work*, the *Contractor* must immediately inform the pipeline operator, *The City*, the Alberta Energy Resources Conservation Board, and all other applicable regulatory agencies.

- (10) If a pipeline is struck, scraped, damaged or in any way interfered with by the *Contractor*, *The City* reserves the right to immediately shut down the *Project Site* until a meeting is held between the *Contractor* and *The City* at which time the *Contractor* will be required to provide a full report on the pipeline damage and what steps have been taken to rectify the situation.
- (11) The *Contractor* must meet or exceed the minimum construction requirements listed below in the absence of any requirements being specified by the owner or operator of the pipeline:
  - (a) All pipeline installations require a minimum of 0.80 metres of cover over the pipeline;
  - (b) All pipeline installations under road ditches require a minimum of 1.10 metres of cover over the line;
  - (c) Where heavy construction equipment will be crossing pipelines, adequate ramping over the pipeline must be constructed to the satisfaction of the owner or operator of the pipeline; and
  - (d) *Applicable Law*.

### 1.3 Historical Resources Act

- (1) The *Contractor* must comply, and must ensure that its *Subcontractors* comply, with the *Historical Resources Act*, R.S.A. 2000, Ch. H-9, any associated regulations, and any applicable bylaws.
- (2) Where in the course of the performance of the *Work* under the *Agreement*, any actual or suspected archaeological or historical artifacts are unearthed, the *Contractor* must immediately:
  - (a) suspend all operations in the vicinity of the find;
  - (b) notify *The City* of the location of the find and the nature of the materials, structures or artifacts found; and
  - (c) ensure that the *Project Site* is preserved until its significance can be assessed.
- (3) Any material delay caused through compliance with the *Historical Resources Act*, may result in a time extension only for performance of the *Agreement* and *The City* will not be obliged to pay any additional amount because of such delay.

### 1.4 Installation, Maintenance, and Performance Standards for Temporary Traffic Control

- (1) With the exception of emergency related work, all temporary traffic control installations on *City* streets must first be approved by *The City*.
- (2) *The City* will determine the type of temporary traffic control installations required, and through the *City's Representative* direct the *Work* to ensure proper co-ordination.
- (3) All temporary traffic control devices must conform to the latest edition of each of the following documents: "Manual of Uniform Traffic Control Devices for Canada", *The City's* "Sign Code Manual", "Temporary Traffic Control Manual" and "Temporary Traffic Control Guidelines for Pedestrians".
- (4) The *Contractor* must:
  - (a) notify *The City* a minimum of 4 *Business Days* in advance of when the temporary traffic controls are required at (403) 268-2670. *The City* will provide temporary traffic control for the following streets (as defined in the Streets Bylaw 20M88) and as designated in the Complete Streets Policy TT2014-0307:
    - i. Skeletals (Skeletal Road);
    - ii. Arterials (Arterial St., Industrial Arterial St., Local Arterial St.);
    - iii. Liveables (Parkway, Urban Boulevard, Neighbourhood Boulevard);

- iv. Locals (Primary Collector St., Collector St., Activity Centre St.); and
- v. All streets and lanes within "**Centre City**" the BRZ's/BIA's (Business Improvement Areas as defined in calgary.ca) and streets in the proximity of all LRT stations.

For the purpose of this *Special Condition*, the *Centre City* is defined as the area bounded by 14th Street West, the Bow River, the Elbow River to the east, and 17th Avenue South;

- (b) provide the temporary traffic control for the following streets as defined in the Streets Bylaw 20M88) and as designated in the Complete Streets Policy TT2014-0307 as amended or substituted from time to time:
    - i. Locals (Industrial St., Residential Entrance St., Residential St., Lane (Alley)); and;
    - ii. Lanes (Alleys) excluding those in the Centre City, the BRZ's/BIA's and streets in the proximity of all LRT stations.);
  - (c) *provide Project Site* protection and, at minimum, daily inspection regardless of roadway classification or location. *Project Site* protection includes all devices such as barricades and flashing lights in the immediate construction area to secure the *Project Site* from motorists and pedestrians; and
  - (d) carry out, or arrange for, at minimum, daily inspections of temporary traffic control installations, regardless of roadway classification or location. If maintenance or washing of any temporary traffic control is required, the *Contractor* will either inform *The City* (through the Traffic Leader Detours at (403) 268-2670) in order for *The City* to do the required maintenance or washing, or carry out the required maintenance or washing with its own forces at its sole cost and expense. The *Contractor* must maintain reasonable records of inspections and the actions taken as a result of the inspections.
- (5) If the *Contractor* fails to install or maintain its temporary traffic control devices in a condition to the satisfaction of *The City*, the *Work* occurring during this period may be determined by *The City*, in its sole discretion, to be unsatisfactory and not be considered for payment, and *The City* may shut down the *Project Site* until the temporary traffic control deficiencies have been corrected. Maintenance of temporary traffic control devices includes washing and hand repairs, as required. The *Contractor* will monitor on a minimum daily basis (preferably ongoing) temporary traffic control devices and any deficiency must be dealt with promptly.
- (6) The prior review and approval of *The City* is required for all temporary traffic control devices which are to be used in advance of or in and around the *Project Site* to direct traffic around the *Project Site*. *The City* will arrange for advertising the temporary traffic control installations. All costs incurred by *The City* for temporary traffic control advertising will be borne by *The City*. *The City* will monitor each temporary control installation and *Project Site* at least once per week. The *Contractor* must also monitor, and maintain records of such monitoring of, the temporary traffic control installations and the *Project Site* on a more frequent basis, which should be at least daily and advise *The City* of any deficiencies in the temporary traffic control installations for roads.
- (7) At all times the *Contractor* must comply with the *Traffic Safety Act*, R.S.A. 2000, Ch. T-6, and any associated regulations. Should the *Contractor* damage or knock down a traffic control device, railway sign, or signal or traffic sign of any kind or a parking meter, or become aware that the same has been damaged or knocked down, the *Contractor* must report the damage promptly to *The City*. Further, the *Contractor* must comply with *The City's* Street Bylaw 20M88 whenever and to the extent such provisions of either the act or the bylaw are applicable to the *Work*. If it is necessary to remove a sign which has been placed by *The City* on or adjacent to a public street to control, direct, warn or advise vehicles and the public using the street, the *Contractor* will reinstall the sign on a secure portable stand not imbedded in the ground in a location as near as practical to the original location. The *Contractor* will immediately thereafter notify *The City* of the changed location of the sign. If the *Contractor* observes that any such sign located by *The City* or temporarily relocated by the *Contractor* has been moved from the position in which either *The City* or the *Contractor* placed

it, or has been knocked down or removed from the *Project Site*, the *Contractor* must promptly report this matter to *The City*.

- (8) In the event of an emergency, the *Contractor* must act immediately to ensure the safety of the public and on-site workers, and immediately report full details of emergency situation to *The City*.
- (9) The *Contractor*, whenever reasonable, will provide and maintain reasonable access to all public and private property adjacent to the *Project Site*. If any temporary closure of access is necessary, this must be coordinated with *The City* and reasonable notice must be provided to every resident and every business that will be affected.
- (10) The *Contractor* will arrange with *The City* any re-routing of transit vehicles that is needed to accommodate the *Work*. The *Contractor* must advise *The City* at least 14 *Days* prior to the date when re-routing is required to be put into effect.
- (11) Where the *Work* of the *Contractor* will interfere with garbage collection, the *Contractor* must notify *The City* at least 7 *Days* in advance of the *Work*. The *Contractor* must also notify every residence and every business affected by the interference at least 7 *Days* in advance of the *Work*, by delivery of a notice form, which will be provided by *The City*.
- (12) Where temporary traffic control devices are supplied by the *Contractor*, the *Contractor* must maintain such devices, barricades, and lighting. If *The City* is required to maintain the *Contractor* supplied devices, the cost of such maintenance will be charged to the *Contractor* through *The City*.
- (13) The *Contractor* must remove all signs, amber flashing lights, and barricades, after the temporary traffic control installation is no longer required by the *Project*.

### 1.5 Closing of Streets or Sidewalks

- (1) The *Contractor* will prepare a schedule showing streets or sidewalks which are required to be closed or partially closed for the purposes of carrying out the *Work*. The schedule must be submitted in writing 3 *Business Days* in advance and approved by *The City* before commencing any *Work*. *Work* is prohibited between 06:00 and 09:00 hours, and between 15:00 and 18:00 hours Monday through Friday on all streets where parking is prohibited during these hours. Any *Work* occurring during the prohibited periods will be deemed unsatisfactory, and not be considered for payment. Where parking is restricted at all times a special permit is required from *The City*. Closures on Saturdays, Sundays and Public Holidays can only be permitted with at least 4 *Days* advance notice and written approval by *The City*.

### 1.6 Hauling Routes, Load Limits and Weigh Scales

- (1) The *Contractor's* hauling units and trucks must keep to designated truck routes. Any other haul routes which are not designated truck routes must be approved by *The City* prior to the *Contractor's* hauling units or trucks utilizing same.
- (2) The *Contractor* will comply with the axle loadings and other weight requirements currently in force in the city of Calgary.
- (3) For any *Agreement* where payment is to be made by unit weight, the *Contractor*, at its expense, may be required to provide, install and operate an approved scale or demonstrate other means of accurate unit weight tracking and documentation. If a scale is required to be installed:
  - (a) The scale must be tested by the Measurement Branch of Industry Canada at the *Contractor's* expense prior to any material being weighed on the said scales and the customary certificate exhibited to *The City*. The scale will be retested at the *Contractor's* expense as often as *The City* may direct. The scale must be of a capacity sufficient to weigh any single axle or tandem loaded vehicle leaving the plant or pit in one operation;

- (b) The scale for weighing materials must be equipped with an automatic printer providing a ticket or tape with the following information:
    - i. net weight;
    - ii. date;
    - iii. destination of load (code no.); and
    - iv. truck number;
  - (c) Truck tare must be established and recorded twice daily. The first tare is to be taken prior to the first morning load and second tare prior to the first afternoon load; and
  - (d) The *Contractor* is responsible for retaining the original copies of the haul cards in the scale house until the following working day when all such cards and a detailed summary sheet showing daily tonnage totals, tares and truck numbers are to be provided to *The City* on the *Project Site* before 16:00 hours.
- (4) The *Contractor* will submit the following for all transportation trucks, oversized vehicles or larger construction equipment (i.e. crane) entering the *Project Site*:
- (a) single axle load (kg);
  - (b) single axle spacing (m).

#### 1.7 Performance Standards and Performance Tests

- (1) *Performance Testing* must be performed by the *Contractor* before the *Certificate of Substantial Completion* is issued.
- (2) Unless otherwise set out in the *Agreement*:
  - (a) *The City* will provide the necessary labour, materials, electricity, fuel, heat, chemicals, disposal of fluids and materials and water for the *Performance Tests*;
  - (b) The *Contractor* will carry out the *Performance Tests* in accordance with the direction set out in the *Specifications*; and
  - (c) The *Contractor* will provide such guidance as directed in the *Technical Specifications* during the course of the *Performance Tests*.
- (3) When the *Contractor* determines that the *Work* will pass the *Performance Tests*, the *Contractor* will notify *The City* that the *Contractor* may perform the *Performance Tests* on, or to, the *Work*.
- (4) If the *Work*, or part of the *Work* (as applicable), passes one or more of the *Performance Tests*, *The City* will give notice acknowledging the success of the *Performance Test* to the *Contractor*.
- (5) If the *Work*, or part of the *Work* (as applicable), fails to meet one or more of the *Performance Tests*, *The City* will promptly provide notice of such failure to the *Contractor*, and *The City* may:
  - (a) reject such *Work*, or part thereof, which has failed to pass the *Performance Test*; or
  - (b) conditionally accept such *Work*, or part thereof, on conditions which *The City* will state in the notice to the *Contractor*.
- (6) If the *Work*, or part of the *Work* (as applicable), fails one or more of the *Performance Tests*, then the *Contractor* will:
  - (a) reimburse *The City* for all *The City's* direct costs in performing the failed *Performance Tests*;
  - (b) prepare a report for *The City*, for *The City's* approval, proposing modifications or alterations to the *Work*, or part of the *Work* (as applicable), to bring the *Work* to a condition which the

- Contractor* considers will pass the *Performance Tests* and meet the *Performance Standards*;  
and
- (c) redo or repair the *Work*, or part of the *Work* (as applicable), and repair any damage to the *Work* which may have been caused while carrying out the *Performance Tests* to make the *Work* ready for a repeat of the failed *Performance Tests*.
- (7) If the *Work*, or part of the *Work* (as applicable), fails to pass one or more of the *Performance Tests* as a result of actions or omissions by *The City*, *The City* will promptly issue a *Change Order* providing a *Change* to the *Project Schedule* or the *Project Price*, or both, as the case may be, to the *Contractor* for such *Performance Tests* and the *Contractor* will proceed with its obligations relating to the *Performance Tests* as set out in the *Technical Specifications*.
- (8) If any revenue is generated from any of the *Performance Tests*, the revenue will be to the account of *The City*.

**Part D: Insurance****SGC 13.1(1)(a) Required Contractor's Insurance****1.1 Other specific clauses, coverage or limits**

- (1)  None

**[or]**



**SGC 13.1(8) Additional Contractor's Insurance**

**1.2 Professional Liability Insurance**

(1)  None

**[or]**

SAMPLE

**SGC 13.2(1) City Procured Insurance**

**1.3 Course of Construction Insurance**

(1)  None

**[or]**

SAMPLE

**1.4 “Wrap-Up” Commercial General Liability Insurance**

(1)  None

**[or]**

**Part E: Project Specific Requirements**

(1)

SAMPLE

Blank template for project Special Conditions.

SAMPLE

**SCHEDULE 4  
PROJECT SCHEDULE**

Milestone	Date

SAMPLE

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**SCHEDULE 5**  
**TECHNICAL SPECIFICATIONS**

See Schedule 5-A attached

SAMPLE

**APPENDIX B  
FORM OF TENDER**

**TO:** The City of Calgary, Supply Management  
**CITY CONTACT:**  
**TENDER NUMBER:**  
**PROJECT TITLE:**  
**DATE:**

<b>Full Legal Name of Tenderer:</b>	
<b>Any other name which the Tenderer carries on business:</b>	
<b>Address (including City, Province/State, Country, Postal Code):</b>	
<b>Tenderer website (if any):</b>	
<b>Name of Tenderer Representative and Title:</b>	
<b>Tenderer Representative Phone and Email:</b>	<i>The Tenderer is solely responsible for ensuring that the Tenderer contact email account will accept all emails from The City.</i>
<b>Name, Phone and Email of Tenderer's Surety Agent:</b>	

1. WE CONFIRM:

(a) Offer

- i. we have examined the *Tender Documents* and have received all pages including all *Addenda*;
- ii. we acknowledge that the content of all *Addenda* form part of the *Tender Documents*;
- iii. our *Tender* is based on the terms and conditions of the *Tender Documents*;
- iv. we acknowledge and accept the limit of liability set out in Section 8.1 of the *Request for Tenders*;
- v. by the submission of our *Tender* we submit a binding offer to carry out all *Work* and obligations described in the *Tender Documents* in accordance with the terms and conditions of the *Tender Documents* and for the compensation set out in the *Price Schedule* of our *Tender*;

- vi. we agree to hold our *Tender* open for acceptance until the expiration of the period of *Tender* irrevocability set out in the *Information Table*; and
- vii. if we are identified as the *Successful Tenderer*, we will provide to *The City* all documentation required by the *Tender Documents*, and *Notification of Award*.

(b) Communication and Information

- i. we have not discussed or communicated, directly or indirectly, with any other *Tenderer*, any information whatsoever regarding the preparation of our *Tender* or the *Tender* of the other *Tenderers* in a way that would contravene *Applicable Law*;
- ii. we have prepared and submitted our *Tender* independently and without connection, knowledge, comparison of information or arrangement, direct or indirect, with any other *Tenderer*;
- iii. to the best of knowledge after reasonable inquiry, we, our *Tenderer Team Members*, *Key Personnel* and all our respective *Advisors*, employees and representatives, have:
  - 1. conducted ourselves with integrity and propriety;
  - 2. not engaged in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of the *Tender Process*;
  - 3. not engaged in any inappropriate bidding practices or unethical behaviour in the course of this *Tender Process*; and
  - 4. complied fully with Section 3.3.3 of the *RFT* and the provisions of any confidentiality agreement entered into in connection with the *Tender Process*.
- iv. where any *Background Information* has been provided to us by *The City* in the course of the *Tender Process*, we confirm our *Tender* is based on and relies solely upon our own examinations, interpretations, and judgment of such *Background Information* and not upon any statement, interpretation, or representation made by *The City* in any way whatsoever; and
- v. except through the *Tender Process*, we have not received *Confidential Information of The City* relevant to the *Project*.

(c) Applicable Laws and Tax Obligations

- i. at the time of submitting our *Tender*, the *Tenderer* and each *Tenderer Team Member* is in full compliance with all tax obligations to *The City* and all returns required to be filed pursuant to any tax obligations have been paid or satisfactory arrangements for their payment have been made and maintained;
- ii. we have had the opportunity to obtain tax advice from our own *Advisors* and experts in relation to the *Project* or *Sample Contract Letter*; and
- iii. we have made ourselves familiar with all existing collective agreements, pension requirements, applicable labour provincial legislation and rulings of the Alberta Labour Relations Board as they relate to or may affect the performance, including cost of performance, of the *Sample Contract Letter*.

(d) Conflict of Interest



- i. to the best of our knowledge, the following is a complete list of *Conflicts of Interest* and include those:
  - 1. that have already been reported to *The City*; and
  - 2. individuals (as employees, *Advisors*, or in any other capacity) who participated in the preparation of the *Tender*; **AND**:
    - A. were employees of *The City* and ceased employment within twelve (12) months prior to the *Tender Closing*;
    - B. are current employees of *The City*; or
    - C. are a spouse of a current employee of *The City*.

<b>Name of Party:</b>			
<b>Details of Conflict of Interest:</b>			
<b>Brief description of nature of participation in preparation of the Tender:</b>			
<b>Date of employment with The City (past or current): *if applicable</b>			

- ii. upon request, we will provide *The City* with any additional information about each party identified above; and
- iii. **IF THE TABLE ABOVE IS LEFT BLANK**, we declare that (i) there was no *Conflict of Interest* in preparing the *Tender*; and (ii) there is no foreseeable *Conflict of Interest* in performing the obligations set out the *Tender Documents*.

(e) Supplier Code of Conduct

- i. we have read and understood the *Supplier Code of Conduct* and will comply to the best of our ability.

2. WE REPRESENT AND WARRANT:

- (a) except where we have received written approval from *The City* in accordance with Section 3.5 of the *Request for Tenders*, there have been no changes to the *Tenderer* or any of the *Identified Tenderer Parties* and no changes to our *Prequalification Submission* (where applicable);
- (b) there have been no changes in circumstance that could impair our ability to perform the obligations under the *Sample Contract Letter*, and
- (c) **EXCEPT FOR THOSE ACTIONS, SUITS OR PROCEEDINGS SET OUT AS FOLLOWS**, there are no actions, suits or proceedings pending that could have a material adverse effect on our ability to carry out the *Project* or, to the best of our knowledge after reasonable inquiry, threatened against us or any *Tenderer Team Member* and we are not aware of any ground on which such an action, suit or proceeding might be commenced:

1.	
2.	
3.	
4.	

- 3. WE AGREE that any information provided in the *Tender*, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal.
- 4. WE ACKNOWLEDGE AND AGREE that:
  - (a) we may sign this Form of Tender by handwritten signature or by *Electronic Signature* and either of them will be considered sufficient to bind the *Tenderer* and create *Contract A*;
  - (b) by submitting this Form of Tender with an *Electronic Signature*, we are deemed to have consented to the use and acceptance of such *Electronic Signature* and acknowledge that such *Electronic Signature* has the same force and effect as a handwritten signature.

**OR**

\_\_\_\_\_  
**ELECTRONIC SIGNATURE OF *TENDERER***

(Full Legal Name of *Tenderer*)

\_\_\_\_\_  
**SIGNATURE OF PERSON AUTHORIZED  
TO BIND THE *TENDERER***

\_\_\_\_\_  
**PRINT OR TYPE NAME OF INDIVIDUAL  
SIGNING *TENDER***

**ATTENTION:**

I confirm that the above is the *Electronic Signature* of the *Tenderer*. By clicking on the "Submit Bid" in the MERX portal to upload this Appendix B - Form of Tender and all other related documentation in the process of submitting a *Tender*, I confirm that I have the authority to fulfil the *Tenderer's* intentions to submit the *Tender* and that the *Tenderer* understands that it is bound by the terms of its *Tender Documents*.

\_\_\_\_\_  
**PRINT OR TYPE NAME OF INDIVIDUAL  
SUBMITTING *TENDER***

**APPENDIX C  
PRICE SCHEDULES – LUMP SUM**

**TO:** The City of Calgary, Supply Management

**CITY CONTACT:**

**TENDER NUMBER:**

**PROJECT TITLE:**

**DATE:**

**NAME OF TENDERER:**

**PART A: Total Tender Price**

The **Base Price Sub-Total** and where applicable, the percentage for **Overhead Costs and profit relating to the Cash Allowance** MUST be completed by the **Tenderer**. The **Tender Breakdown** will be required from the **Successful Tenderer** only.

<p><i>Base Price Sub-total</i> based on the terms, conditions and <i>Schedule 5 - Technical Specifications</i> set out in the <i>Sample Contract Letter</i> and as determined by the <i>Tenderer</i> with the assistance of the attached schedules (if applicable). <i>Base Price Sub-total</i> does not include GST.</p>	<p style="text-align: right;">\$ _____</p>
<p>Where <i>The City</i> has indicated a <i>Cash Allowance</i> (see <i>Schedule 3 – Special Conditions</i>), the percentage for <i>Overhead Costs</i> and profit relating to the <i>Cash Allowance</i> to be charged by the <i>Tenderer</i>. If no number is inserted, it will be assumed that no percentage for <i>Overhead Costs</i> and profit will be charged. If no <i>Cash Allowance</i> has been provided by <i>The City</i> then <i>The City</i> will disregard any number inserted here.</p>	<p style="text-align: right;">_____ %</p>

**Calculation of Total Tender Price:**

Where applicable, *The City* will add the following to the *Base Price Sub-total* to calculate the *Total Tender Price*:

<p><i>Contingency Allowance</i></p>	<p>Percentage of the <i>Base Price Sub-total</i> as indicated in <i>Schedule 3 – Special Conditions</i></p>
<p><i>Cash Allowance</i></p>	<p>As indicated in <i>Schedule 3 – Special Conditions</i></p>
<p><i>Overhead Costs and profit</i></p>	<p>Where <i>The City</i> has indicated a <i>Cash Allowance</i>, the percentage provided by the <i>Tenderer</i> above on the <i>Cash Allowance</i>. If no number is provided, no percentage will be added. If no <i>Cash Allowance</i> has been indicated then <i>The City</i> will disregard any percentage inserted by the <i>Tenderer</i> and this amount will be zero.</p>

GST	5% on the sum of the <i>Base Price Sub-total</i> plus the <i>Contingency Allowance, Cash Allowance, and Overhead Costs</i> and profit relating to the <i>Cash Allowance</i> , as set out above.
-----	---

**PART B: PROJECT DE-SCOPING SUBMISSION**

**Applicable for this Procurement**

**If a Tenderer does not submit a *De-scoping Price Submission*, submits an incomplete *De-scoping Price Submission*, or revises any *De-scope Component* within the *De-scoping Price Submission*, the Tenderer will be deemed to have provided zero pricing for the applicable *De-scope Component*. Any revision will not be considered by *The City*.**

**OR**

**Not Applicable for this Procurement**

**Do not complete this Appendix C Part B. *The City* will disregard any *De-scope Component* and any *De-scoping Price Submissions* inserted by the *Tenderer*.**

Order	De-scope Component (Over Budget Event)	De-scoping Price Submission	
		Deletion from the Base Price Sub-total	Addition to the Base Price Sub-total
1		\$	\$
2		\$	\$
3		\$	\$

4		\$	\$
5		\$	\$

SAMPLE

**APPENDIX C  
 PRICE SCHEDULES – UNIT PRICE**

**TO:** The City of Calgary, Supply Management

**CITY CONTACT:**  
**TENDER NUMBER:**  
**PROJECT TITLE:**  
**DATE:**  
**NAME OF TENDERER:**

Complete and submit Appendix C Part A along with all attached Appendix C Schedules \_\_\_\_\_ by *Tender Closing*.

If “Applicable for this *Tender*” has been selected by *The City* in Appendix C Part B, *Tenderer* is strongly encouraged to also complete and submit Appendix C Part B.

*Additional Tender Breakdown* (separate and apart from any Appendix C Schedules) may be required from the *Successful Tenderer* as set out in the *Request for Tenders*.

**PART A: Total Tender Price**

The **Base Price Sub-Total** and where applicable, the **percentage for Overhead Costs and profit relating to the Cash Allowance** MUST be completed by the *Tenderer*.

Failure to fully complete this Appendix C Part A and all attached Appendix C Schedules, or any mathematical or transcription errors in these documents, will result in the *Tender* being considered non-compliant.

<p><i>Base Price Sub-total</i> based on the terms, conditions and <i>Schedule 5 - Technical Specifications</i> set out in the <i>Sample Contract Letter</i> and as determined by the <i>Tenderer</i> with the assistance of the attached Appendix C Schedules (if applicable). <i>Base Price Sub-total</i> does not include GST.</p>	<p>\$ _____</p>
<p>Where <i>The City</i> has indicated a <i>Cash Allowance</i> (see <i>Schedule 3 – Special Conditions</i>), the percentage for <i>Overhead Costs</i> and profit relating to the <i>Cash Allowance</i> to be charged by the <i>Tenderer</i>. If no number is inserted, it will be assumed that no percentage for <i>Overhead Costs</i> and profit will be charged. If no <i>Cash Allowance</i> has been provided by <i>The City</i> then <i>The City</i> will disregard any number inserted here.</p>	<p>_____ %</p>

**Calculation of Total Tender Price:**

As applicable, *The City* will add the following to the *Base Price Sub-total* to calculate the *Total Tender Price*:

<i>Contingency Allowance</i>	Percentage of the <i>Base Price Sub-total</i> as indicated in Schedule 3 – <i>Special Conditions</i>
<i>Cash Allowance</i>	As indicated in Schedule 3 – <i>Special Conditions</i>
<i>Overhead Costs and profit</i>	Where <i>The City</i> has indicated a <i>Cash Allowance</i> , the percentage provided by the <i>Tenderer</i> above on the <i>Cash Allowance</i> . If no number is provided, no percentage will be added. If no <i>Cash Allowance</i> has been indicated then <i>The City</i> will disregard any percentage inserted by the <i>Tenderer</i> and this amount will be zero.
<i>GST</i>	5% on the sum of the <i>Base Price Sub-total</i> plus the <i>Contingency Allowance</i> , <i>Cash Allowance</i> , and <i>Overhead Costs and profit</i> relating to the <i>Cash Allowance</i> , as set out above.

**PART B: Project De-Scoping – De-Scoping Price Submissions**

**Applicable for this Tender.**

**If a *Tenderer* does not submit a *De-scoping Price Submission*, submits an incomplete *De-scoping Price Submission*, or revises any *De-scope Component* within the *De-scoping Price Submission*, the *Tenderer* will be deemed to have provided zero pricing for the applicable *De-scope Component*. Any revision will not be considered by *The City*.**

OR

**Not Applicable for this Tender.**

**Do not complete this Appendix C Part B. *The City* will disregard any *De-scope Component* and any *De-scoping Price Submissions* inserted by the *Tenderer*.**



Order	De-scope Component (Over Budget Event)	De-scoping Price Submissions	
		Deletion from the Base Price Sub-total	Addition to the Base Price Sub-total
1		\$	\$
2		\$	\$
3		\$	\$
4		\$	\$
5		\$	\$

**APPENDIX D  
TENDERER TEAM DECLARATION**

**NOTE to Tenderers:** This form is to be completed only if the *Tender* is submitted by a team of *Tenderers*. If the *Tenderer* is not comprised of multiple team members then the submission of the *Tenderer Team Declaration* is not necessary.

**A. DEFINITIONS**

Unless otherwise defined in this *Tenderer Team Declaration*, capitalized terms and expressions used in this *Tenderer Team Declaration* have the meanings given to them in the *Tender Documents*.

**B. LEAD TENDERER**

The *Tenderer*, as identified on the *Form of Tender*, must be a single legal entity and will be considered the *Lead Tenderer* of the *Tenderer Team* described in this form.

**C. IDENTITY OF TENDERER TEAM**

The members of the *Tenderer Team* are:

	Full Legal Name	Prequalification with <i>The City</i>
<i>Lead Tenderer</i>		
<i>Tenderer Team Member</i>		
<i>Tenderer Team Member</i>		
<i>Tenderer Team Member</i>		
<i>Tenderer Team Member</i>		

**D. CONFIRMATION OF LEAD TENDERER**

**\*\*This section to be completed and signed by the *Lead Tenderer*\*\***

The *Lead Tenderer*, with the agreement and authorization of the *Tenderer Team Members* and for the purpose of all matters related to the *Request for Tenders* and the *Tender*, confirms that it will:

- (a) sign on behalf of the *Tenderer Team*, the *Form of Tender*;

- (b) enter into and execute the *Finalized Contract Letter* for the provision of the services by the *Tenderer Team*;
- (b) be held responsible and liable for the provision of the services by the *Tenderer Team*;
- (c) accept payment for the provision of the services on behalf of the *Tenderer Team Members*;
- (d) receive instructions for and on behalf of the *Tenderer Team*; and
- (e) act as the single point of contact for *The City*, including, but not limited to, for any dispute resolution process and settlement of disputes associated with the *Request for Tenders* and/or *Tender* and/or *Agreement*.

The *Lead Tenderer*, as a *Tenderer Team Member*, confirms all matters set out in Section E. below.

In witness whereof and as a legally authorized representative and signatory of the *Lead Tenderer*, I/We execute this form as of the date indicated below.

\_\_\_\_\_  
Date (YYYY-MM-DD)

\_\_\_\_\_  
Legal Name of *Lead Tenderer*

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

I/We have authority to bind the *Lead Tenderer*.

**E. CONFIRMATION OF TENDERER TEAM MEMBER(S)**

**\*\*This section to be completed and signed by each *Tenderer Team Member* other than the *Lead Tenderer*\*\***

Each *Tenderer Team Member*, for the purpose of all matters related to the *Request for Tenders* and/or the *Tender*, confirms that it:

- (a) consents to its inclusion as a member of the *Tenderer Team*;
- (b) confirms that there have been no changes to its *Prequalification Submission* (where applicable);

- (c) consents to *The City* performing reference checks in respect of the *Tenderer Team Member*;
- (d) understands and agrees that any information included in the *Tender*, even if it is identified as being supplied in confidence, may be disclosed by *The City* where required by law or by order of a court or tribunal;
- (e) has examined the *Request for Tenders* and has a clear understanding of the scope of work and performance requirements described in the *Request for Tenders*;
- (f) grants authority to the *Lead Tenderer* to do any or all of the following on its behalf:
  - (i) sign, through *Electronic Signature* or otherwise, on behalf of the *Tenderer Team Members* the *Form of Tender*;
  - (ii) submit the *Tender*;
  - (iii) enter into or execute the *Finalized Contract Letter*;
  - (iv) incur liability;
  - (v) accept payment;
  - (vi) receive instructions;
  - (vii) act as the single point of contact for *The City*; and
  - (viii) participate in any dispute resolution process and settle disputes associated with the *Request for Tenders* and/or *Tender* and/or the *Agreement*.

In witness whereof and as a legally authorized representative and signatory of the *Tenderer Team Member*, I/We execute this form as of the date indicated below.

\_\_\_\_\_  
Date (YYYY-MM-DD)

\_\_\_\_\_  
Legal Name of *Tenderer Team Member*

Per: \_\_\_\_\_

Name

\_\_\_\_\_  
Title

Per: \_\_\_\_\_

Name

\_\_\_\_\_  
Title

I/We have authority to bind the *Tenderer Team Member*.

\_\_\_\_\_  
Date (YYYY-MM-DD)

\_\_\_\_\_  
Legal Name of *Tenderer Team Member*

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

I/We have authority to bind the *Tenderer Team Member*.

\_\_\_\_\_  
Date (YYYY-MM-DD)

\_\_\_\_\_  
Legal Name of *Tenderer Team Member*

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

I/We have authority to bind the *Tenderer Team Member*.

\_\_\_\_\_  
Date (YYYY-MM-DD)

\_\_\_\_\_  
Legal Name of *Tenderer Team Member*

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

I/We have authority to bind the *Tenderer Team Member*.

**APPENDIX E**

**CONSENT OF SURETY**

Should it be required, the surety company executing this Consent of Surety hereby agrees, if the Tender is awarded in accordance with the Request for Tenders for

to become bound as surety in either a Contract Performance Bond, or a Contract Performance Bond and Labour and Material Payment Bond, as specified in the Information Table, each to be in the form containing the provisions and executed as required by the Agreement for fifty percent (50%) of the Total Tender Price for the fulfilment of the Agreement for the work covered by the Agreement and for the payment by the Tenderer for all amounts owing by the Tenderer in connection with a contract which may be awarded to

at the prices set forth in the Tender Documents. The surety company satisfactory to The City and allowed by the laws of the Province of Alberta to issue Contract Performance Bonds and Labour and Material Payment Bonds in Alberta is worth, over and above its present liabilities, the amount of the Bonds required by the Agreement to be provided by the Tenderer.

Unless the surety company issuing this Consent of Surety executes the same under its corporate seal, The City may discontinue consideration of the Tender to which the Consent of Surety refers.

The form of the Bonds included in the Agreement must be used.

The surety company issuing this Consent of Surety must have an office in the Province of Alberta or be represented by an Agent with an office in the Province of Alberta.

SIGNED, SEALED AND DELIVERED BY:

The Surety:

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Affix Seal)

**BID BOND**

Surety Company's Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT THAT

of \_\_\_\_\_ in the province of \_\_\_\_\_  
(the "Principal")

AND

a corporation created and existing under the laws of Canada and satisfactory to The City Solicitor and allowed by the laws of the Province of Alberta to transact the business of Suretyship in all Provinces and all Territories of Canada as Surety, (hereinafter called "the Surety"), are jointly and severally held and firmly bound unto The City of Calgary, a municipal corporation (the "Obligee") in penal sum of an amount not less than ten percent (10%) of the Total Tender Price in lawful money of Canada, to the payment of which sum well and truly to be made to the Obligee, its successors or assigns, the Principal binds itself, its successors and assigns and the Surety binds itself, its successors and assigns, both jointly and severally, firmly by THESE PRESENTS:

WHEREAS the Obligee has called for tenders on the under mentioned project and has required as a condition of considering a tender that it be accompanied by a bid bond by the Principal and an approved surety in an amount not less than that specified in the Tender Documents.

AND WHEREAS the Principal has submitted a written tender to the Obligee on the required form and the condition of this obligation is such that if the aforesaid Principal shall have the tender accepted within the time frame set out in the Information Table and the said Principal will, within the time required, enter into the agreement and give good and sufficient bond(s) to secure the performance of the terms and conditions of the agreement, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

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

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

AND the Surety further stipulates and agrees that the Surety shall be and remain bound on the obligation of this Bond whether or not the same has been executed by the Principal and whether or not there is any defect or insufficiency in the execution thereof by the Principal.

IN WITNESS WHEREOF the Principal has executed this Bond under seal and Surety has caused its corporate seal to be hereunto affixed duly attested by the hands of its proper signing officers or by its duly appointed attorney-in-fact.

SIGNED, SEALED AND DELIVERED BY:

The Principal:

\_\_\_\_\_  
 Name of Person Signing    Signature    (Affix Seal)

The Surety:

\_\_\_\_\_  
 Surety Company

\_\_\_\_\_  
 Name of Person Signing    Signature    (Affix Seal)



**CONTRACT PERFORMANCE BOND**

Surety Company's Bond No. \_\_\_\_\_ Bond Amount \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT THAT

of \_\_\_\_\_ in the province of \_\_\_\_\_  
(the "Principal")

AND

a corporation created and existing under the laws of Canada and satisfactory to The City Solicitor and allowed by the laws of the Province of Alberta to transact the business of Suretyship in all Provinces and all Territories of Canada as Surety, (hereinafter called "the Surety"), are held and firmly bound unto The City of Calgary, a municipal corporation, as Obligee, (hereinafter called "The Obligee", in the amount of \_\_\_\_\_ dollars

(\$ \_\_\_\_\_) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ for \_\_\_\_\_

in accordance with the Tender Documents submitted therefore which are by reference made part hereof and are hereinafter referred to as "the Contract";

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions or
2. Obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date of the Substantial Completion Certificate.

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

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

SIGNED, SEALED AND DELIVERED BY:

The Principal:

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Signature

(Affix Seal)

The Surety:

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Signature

(Affix Seal)

**LABOUR AND MATERIAL PAYMENT BOND**

Surety Company's Bond No. \_\_\_\_\_ Bond Amount \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT THAT

of \_\_\_\_\_ in the province of \_\_\_\_\_  
(the "Principal")

AND

a corporation created and existing under the laws of Canada and satisfactory to The City Solicitor and allowed by the laws of the Province of Alberta to transact the business of Suretyship in all Provinces and all Territories of Canada as Surety, (hereinafter called "the Surety"), are held and firmly bound unto The City of Calgary, a municipal corporation, as Trustee, (hereinafter called "the Obligee") for the use and benefit of claimants as herein below defined, in the sum of \_\_\_\_\_ dollars

(\$ \_\_\_\_\_), lawful money of Canada to be paid to the Obligee, its successors or assigns, and the said Principal and Surety bind themselves and each of them and their respective successors, heirs, executors, administrators and assigns jointly and severally, to pay the said sum under terms of these presents:

WHEREAS the Principal has entered into a written Contract (hereinafter called "the Contract") with the Obligee, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, being Contract No. \_\_\_\_\_ and which Contract is by reference made a part hereof;

AND WHEREAS it is a term of the Contract that Labour and Material Payment Bond be provided in favour of the Obligee, as contained herein;

NOW THEREFORE the conditions of this obligation are such that if the Principal shall make payment to all claimants for all labour and material used or reasonably required for use in the

performance of the Contract and should payment be properly made, then this obligation shall be null and void; otherwise, this obligation and these conditions will remain in full force and effect, subject to the following conditions:

1. For the purpose of this bond:
  - (a) "claimant" means a person, including a body corporate, or a partnership, and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law, who has provided labour and material and who has not been paid for the same by the Principal or a subcontractor, in accordance with the Principal's or subcontractor's obligation to do so, provided that a person who rents equipment to the Principal or a subcontractor to be used in performance of the Contract under a contract which provides that all or a part of the rent is to be applied towards the purchase thereof, shall only be a claimant to the extent of the prevailing Obligee rental rates for the period during which the equipment was used in the performance of the Contract.
  - (b) "labour and material" means labour, equipment, materials or services used or reasonably required for use in the performance of the Contract.
  - (c) "services" means water, gas, electrical power, light, heat, oil, gasoline, steam, telephone, architectural, engineering and technical services, construction camp rental and catering, and other similar services, consumed or incurred, by the Principal or a subcontractor, at the Place of the Work and in the performance of the Work of the Contract.
  - (d) "subcontractor" means
    - (i) a person not contracting directly with the Obligee, but contracting with a contractor who holds a contract with the Obligee, for the provision of labour and materials, and
    - (ii) a person contracting with the first person mentioned in subclause (i) for the provision of labour and material.
2. The Surety acknowledges and agrees that Surety means a person who guarantees to the Obligee the payment of creditors.
3. The Principal and the Surety hereby jointly and severally agree with the Obligee, as Trustee, that every claimant who has not been paid as provided for under the terms of his contract with the principal or subcontractor before the expiration of a period of 90 days after the date on which the last of such claimant's work or labour was done or performed or materials were furnished by such a claimant, may, as beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgement for such sum or sums as may be justly due to such claimant under the terms of his contract with Principal or subcontractor, and have execution thereon; provided that the Obligee is not

obliged to do or take any act, action or proceeding against the Surety on behalf of any claimant to enforce the provisions of this Bond. If an act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding shall be taken on the understanding and basis that the claimant who takes such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof; provided still further that, subject to the foregoing terms and conditions, a claimant may use the name of the Obligee to sue on and enforce the provisions of this Bond.

4. No suit or action shall be commenced pursuant to clause 3 hereof by any claimant unless such claimant shall give notice within the time limits hereinafter set forth, to each of the Principal, Surety and Obligee, stating the amount that is claimed. Such notice shall be served by mailing the same to Principal, Surety and Obligee at the addresses shown in this bond, or served in any manner in which legal process may be served in the Province of Alberta. Such notice shall be given:
  - (a) in respect of any claim for the amount or any portion thereof required to be held back from the claimant by the Principal or subcontractor under the terms of the claimant's contract with the Principal or subcontractor, within 120 days after such claimant should have been paid in full under the claimant's contract with the Principal or subcontractor.
  - (b) in respect of any claim other than for the holdback or portion thereof, referred to above, within 120 days after the date upon which such claimant did or performed the last of the work, or furnished the last materials for which such claim was made under the claimant's contract.
5. Any suit by a claimant under this Bond shall be instituted before the expiration of one (1) year from the date on which the Principal ceased work on the Contract, including work on the Contract, including work under the guarantees and warranties provided in the Contract, and shall be instituted in a court of competent jurisdiction in the Province of Alberta.
6. Upon receipt, at the address shown in this bond, by the Surety, of a notice of claim from a claimant, the Surety shall:
  - (a) immediately commence its investigation of the claim, and
  - (b) within fifteen (15) days, send, in writing, to the claimant and the Obligee, an acknowledgement of the notice of claim and a statement of the procedures to be followed by the claimant in order to attempt to settle the claim.

7. Pursuant to clause 6 hereof and following compliance with the procedures referred to in clause 6 and;
  - (a) providing the claim not being disputed, the Surety or the Principal, or both, shall make payment to the claimant within thirty (30) days after the date of agreement on the quantum of the claim; or
  - (b) in the event the claim is being disputed, the Surety or the Principal, or both, shall, within thirty (30) days, notify, in writing, the claimant and the Obligee of the dispute, setting out the grounds of dispute.
8. Any material change in the Contract between the Principal and the Obligee shall not prejudice the rights or interests of any claimant under this Bond, who is not instrumental in bringing about or has not caused such change.
9. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, by the Surety.
10. Where the aggregate of claims appears to the Obligee to exceed the sum of the bond amount and money due and payable to the Principle, the Obligee and the Surety may agree to suspend payment until all claimants have substantiated their claims.
11. The Surety shall not be liable for a greater sum than the maximum amount specified in this Bond.

NOTICES SHALL BE SENT TO:

The Director of Supply Management, Bldg. U, 2<sup>nd</sup> Floor, 677 – 25 Ave SE, Calgary, AB T2G 4K8.

PRINCIPAL at \_\_\_\_\_

SURETY at \_\_\_\_\_

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

SIGNED, SEALED AND DELIVERED BY:

The Principal:

\_\_\_\_\_  
Name of Person Signing Signature (Affix Seal)

The Surety:

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Name of Person Signing Signature (Affix Seal)

**APPENDIX E**

**CONSENT OF SURETY**

Should it be required, the surety company executing this Consent of Surety hereby agrees, if the Tender is awarded in accordance with the Request for Tenders for

[Redacted]

to become bound as surety in a Renewable Performance Bond for a Multi-Year Contract as specified in the Information Table, in the form containing the provisions and executed annually as required by the Agreement for fifty percent (50%) of the anticipated total consideration in each year, for the fulfillment of the Agreement for the work covered by the Agreement and for the payment by the Tenderer for all amounts owing by the Tenderer in connection with a contract which may be awarded to

[Redacted]

at the prices set forth in the Tender Documents. The surety company satisfactory to The City and allowed by the laws of the Province of Alberta to issue a Renewable Performance Bond for a Multi-Year Contract in Alberta is worth, over and above its present liabilities, the amount of the Bonds required by the Agreement to be provided by the Tenderer.

Unless the surety company issuing this Consent of Surety executes the same under its corporate seal, The City may discontinue consideration of the Tender to which the Consent of Surety refers.

The form of the Renewable Performance Bond for a Multi-Year Contract included in the Agreement must be used.

The surety company issuing this Consent of Surety must have an office in the Province of Alberta or be represented by an Agent with an office in the Province of Alberta.

SIGNED, SEALED AND DELIVERED BY:

The Surety:

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Affix Seal)



**BID BOND**

Surety Company's Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT THAT

of \_\_\_\_\_ in the province of \_\_\_\_\_  
(the "Principal")

AND

a corporation created and existing under the laws of Canada and satisfactory to The City Solicitor and allowed by the laws of the Province of Alberta to transact the business of Suretyship in all Provinces and all Territories of Canada as Surety, (hereinafter called "the Surety"), are jointly and severally held and firmly bound unto The City of Calgary, a municipal corporation (the "Obligee") in penal sum of an amount not less than ten percent (10%) of the Total Tender Price in lawful money of Canada, to the payment of which sum well and truly to be made to the Obligee, its successors or assigns, the Principal binds itself, its successors and assigns and the Surety binds itself, its successors and assigns, both jointly and severally, firmly by THESE PRESENTS:

WHEREAS the Obligee has called for Tenders on the under mentioned project and has required as a condition of considering a Tender that it be accompanied by a bid bond by the Principal and an approved surety in an amount not less than that specified in the Tender Documents.

AND WHEREAS the Principal has submitted a written Tender to the Obligee on the required form and the condition of this obligation is such that if the aforesaid Principal shall have the Tender accepted within the time frame set out in the Information Table and the said Principal will, within the time required, enter into the agreement and give good and sufficient bond(s) to secure the performance of the terms and conditions of the agreement, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond. Any claim under this Bond must be instituted before the expiration of six months from the date of this Bond.

AND the Surety further stipulates and agrees that the Surety shall be and remain bound on the

obligation of this Bond whether or not the same has been executed by the Principal and whether or not there is any defect or insufficiency in the execution thereof by the Principal.

IN WITNESS WHEREOF the Principal has executed this Bond under seal and Surety has caused its corporate seal to be hereunto affixed duly attested by the hands of its proper signing officers or by its duly appointed attorney-in-fact.

SIGNED, SEALED AND DELIVERED BY:

The Principal:

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Signature (Affix Seal)

The Surety:

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Signature (Affix Seal)

**RENEWABLE PERFORMANCE BOND FOR A MULTI-YEAR CONTRACT**

Surety Company's Bond No. \_\_\_\_\_ Bond Amount: \_\_\_\_\_

\_\_\_\_\_ as Principal, hereinafter called the Principal, and  
 \_\_\_\_\_  
 a corporation created and existing under the laws of Canada and duly authorized to transact the  
 business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly  
 bound unto \_\_\_\_\_ as Obligee, hereinafter called the Obligee, in the amount of  
 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of Canada,  
 for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors,  
 administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written multi-year contract with the Obligee, dated this  
 \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ for Tender No. \_\_\_\_\_ – for the  
 \_\_\_\_\_ for  
 the term \_\_\_\_\_ to \_\_\_\_\_ (hereinafter referred to as the "Contract").

The condition of this obligation is such that if the Principal shall promptly and faithfully perform that  
 portion of the Contract that corresponds with the Initial Term or Renewal Term (as those terms are  
 defined herein), as the case may be, then this obligation shall be null and void; otherwise it shall  
 remain in full force and effect, subject, however, to the following conditions:

1. Whenever the Principal shall be, and declared by the Obligee to be, in default under the  
 Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety  
 shall promptly:
  - (a) remedy the default for the Initial Term or Renewal Term, as the case may be; or
  - (b) complete that portion of the Contract that corresponds with the Initial Term or  
 Renewal Term, as the case may be, in accordance with the terms and conditions of  
 the Contract; or
  - (c) obtain a bid or bids for submission to the Obligee for completing that portion of the  
 Contract that corresponds with the Initial Term or Renewal Term, as the case may  
 be, in accordance with the terms and conditions of the Contract and upon  
 determination by the Obligee and the Surety of the lowest responsible bidder,  
 arrange for a contract between such bidder and the Obligee and make available as  
 work progresses (even though there should be a default, or a succession of defaults,  
 under the contract or contracts of completion arranged under this paragraph)  
 sufficient funds to pay to complete that portion of the Contract that corresponds with

the Initial Term or Renewal Term, as the case may be, in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Obligee as a result of the Principal's default relating directly to the performance of the work under that portion of the Contract that corresponds with the Initial Term or Renewal Term, as the case may be, less the balance of the Contract price, but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Obligee to the Principal under the Contract for that portion of the Contract that corresponds with the Initial Term and all Renewal Terms, as the case may be, less the amount properly paid by the Obligee to the Principal; or

- (d) pay the Obligee the lesser of (i) the Bond Amount or (ii) the Obligee's reasonable proposed cost of completion for that portion of the Contract that corresponds with the Initial Term or the Renewal Term, as the case may be, less the balance of the Contract price.
2. The term of this Bond is for the period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"). This Bond shall expire at the end of the Initial Term or, if extended, at the end of the Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Obligee in writing prior to ninety (90) days before the expiry of the existing Initial Term or Renewal Term. If the surety does not so inform the Obligee of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.
3. The Surety shall not be liable and no right of action or claim shall accrue on this Bond as a result of:
- (a) the expiry of the Initial Term or Renewal Term, as the case may be, notwithstanding that such expiry of the term of this Bond may constitute a failure by the Principal, directly or indirectly, to promptly and faithfully perform any provision of the Contract; or
- (b) any default that occurs after, or extends beyond, the expiry of the Initial Term or Renewal Term as the case may be.
4. No right of action or claim shall accrue on this Bond to, or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.
5. It is a condition of this Bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the expiry of the Initial Term or the last Renewal Term; or (2) the date on which the Principal is declared in default by the Obligee.

- 6. The Surety shall not be liable for a greater sum than the Bond Amount.
- 7. The Bond Amount is not and shall not be deemed to be cumulative in the event the Bond is extended for a Renewal Term(s).

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SIGNED, SEALED AND DELIVERED BY:

The Principal:

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Signature (Affix Seal)

The Surety:

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Signature (Affix Seal)

**APPENDIX F**  
**PROJECT TEAM SCHEDULE**

**\*\*Complete both Parts A and B – Failure to complete both Parts A and B will be grounds for rejection of the *Tender*.**\*\*

**PART A:**

<b>Key Personnel</b>	
<b>Position Title</b>	<b>Name</b>
Project Manager	
Safety Professional (individual responsible for safety program compliance)	
Superintendent	
Foreman	
Foreman	
Other:	
Other:	
Other:	

**PART B:**

The following *Subcontractors* are proposed for this *Project*:

<b>Proposed Subcontractors</b>	
<b>Sub-trade</b>	<b>Name(s) of Subcontractor(s) or Own Forces</b>

**APPENDIX G  
 BACKGROUND INFORMATION**

The following information is provided as *Background Information* for the *Tenderers*:

Document Title	
1	
2	
3	
4	
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