



REQUEST FOR DECISION

SUBJECT: **Request for Tender Award – Greenview Cemeteries Survey**
SUBMISSION TO: REGULAR COUNCIL MEETING
MEETING DATE: May 9, 2023
DEPARTMENT: COMMUNITY SERVICES
STRATEGIC PLAN: Governance

REVIEWED AND APPROVED FOR SUBMISSION
CAO: SW
DIR: MH
LEG:
MANAGER:
PRESENTER: LL

RELEVANT LEGISLATION:

Provincial (cite) – The Alberta Cemeteries Act; Regulations 65(1)(s), Investigation and inquiry 53(2), Seizure of records 54(1).

Council Bylaw/Policy (cite) – Policy 1018: Expenditure and Disbursement.

RECOMMENDED ACTION:

MOTION: That Council awards the Greenview Cemeteries Survey to Helix Engineering Ltd., in the amount of \$48,972.41 plus GST, with funds to come from the Community Services, Professional Services for Cemeteries operational budget.

BACKGROUND/PROPOSAL:

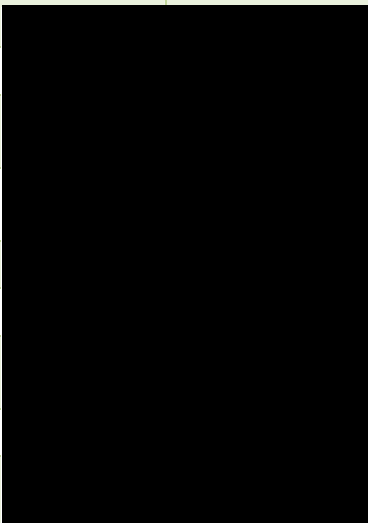
Administration has tendered a survey of all five (5) Greenview-owned cemeteries to provide a proper mapping of the cemetery for necessary inventory keeping and regulatory restraints.

Greenview is responsible for five (5) community cemeteries within Greenview; Grande Cache, Grovedale, Little Smoky, Sunset House, and New Fish Creek. Greenview is required to follow the Cemeteries Act including providing cemetery records to the province if requested. Currently, Greenview is working with the cemetery groups to ensure Greenview has up-to-date records and mapping of each Greenview-owned cemetery moving forward. The history of records has errors or flaws which Administration is updating to improve the record keeping and the style of records within Greenview, sourced from the voluntary cemetery groups to ensure Greenview is meeting the regulatory requirements.

This project is required and will benefit the Greenview Community Cemetery groups, Greenview and the province and aid in future communication.

The following information outlines the RFP process:

- Tender Launch Date: March 2, 2023
- Tender Close Date: March 29, 2023
- Total Proposals Received: 9
- Total Proposals Evaluated: 9

Overall Ranking	Proponent's Name	Met Mandatory Requirements (Yes or No)	Evaluation Score (Overall score or N/A)	Quote
1	Helix Engineering Ltd.			\$48,972.41
2	Bemoco Land Surveying Ltd.			\$52,434.00
3	McElhanney Land Surveys (Alta) Ltd.			\$55,691.00
4	Beairsto & Associates Engineering and Survey			\$60,109.56
5	Pals Geomatics Corp.			\$77,900.00
6	Skinner Geomatics			\$54,405.00
7	Aplin and Martin Consultants Ltd.			\$57,409.00
8	Challenger Geomatics Ltd.			\$79,975.00
9	Vector Geomatics Land Surveying Ltd.			\$19,520.00

The operating budget for the Survey of the five (5) Greenview-owned cemeteries as well as the Lidar project for the Sunset House Cemetery is \$115,000.00. The estimated cost of the Lidar project at the Sunset House Cemetery is approximately \$12,000. Administration recommends the tender for the Cemeteries Survey be awarded to Helix Engineering Ltd. for \$48,972.41.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that the project will ensure record-keeping for the longevity of the five (5) Greenview-owned cemeteries and ensure Greenview complies with the Alberta Cemeteries Act.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to not award the 2023 Greenview Cemeteries Survey, and cancel the tender in its entirety; however, Administration does not recommend this as Greenview is required to comply with the Alberta Cemeteries Act.

FINANCIAL IMPLICATION:

Direct Costs: \$48,972.41 plus GST

Ongoing / Future Costs: N/A

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Once Council decides on the above motion, Administration will follow up with Helix Engineering Ltd. accordingly.

ATTACHMENT(S):

- Policy 1018
- Evaluation Summary
- Request for Proposal Information
- Cemeteries Act, Alberta

Bid Evaluation - Greenview Cemeteries Survey

Evaluation Team	Meeting the RFP Requirements	Qualifications, experience and plan to complete scope	Past Performance & References	Budget
	Received complete, reliable, accurate information. Met RFP requirements	Provides detailed information regarding section 4, and section 6. Inclusive of all subsections.	Provide two (2) references where similar services have been provided	The budget outline is detailed and is inclusive of all potential fees and charges.
	15	35	15	35
	(Likert score/6) X 15	(Likert score/6) X 35	(Likert score/6) X 15	(Likert score/6) X 35
Helix Engineering Ltd.				
Bemoco Land Surveying Ltd.				
McElhanney Land Surveys (Alta) Ltd.				
Beairsto & Associates Engineering and Survey				
Pals Geomatics Corp.				
Challenger Geomatics Ltd.				
Aplin and Martin Consultants Ltd.				
Skinner Geomatics				
Vector Geomatics Land Surveying Ltd.				
Evaluation Likert Scale - (Bid Evaluation Criteria)				
Score	Descriptor	Additional Guidance		
1	Very Poor	Does not meet basic requirements, significant gaps in content, details, or quality. Demonstrates		
2	Poor/Marginal	Content areas may be addressed; however, significant gaps in content, details, understanding		
3	Fair	Basic understanding of requirements, moderate challenges in content, and the content meets		

4	Good	All content areas were addressed. Includes strengths and some minor challenges in content,
5	Very Good	Strong Content, essentially no challenges. Identifies field current and upcoming best practices.
6	Exceptional	Exceptionally strong content. Content exceeds expectations and requirements, and clearly

Relevant Legislation from the Alberta Cemeteries Act:

Regulations 65(1)(s) requiring and prescribing records in connection with the establishment, maintenance and operation of cemeteries, columbaria and mausolea to be kept by the owners and prescribing the times at which the records are to be submitted to the Minister and the information that is to accompany the records

Investigation and inquiry 53(2) The person making the investigation may at all reasonable times demand the production of and inspect all or any of the books, documents, papers, correspondence and records relating to the operation of the cemetery, and any person who has the custody, possession or control of any of those books, documents, papers, correspondence or records shall produce them and permit the inspection of them by the person making the investigation.

Seizure of records 54(1) The person making the investigation may seize and take possession of any books, documents, papers, correspondence or records of the person in respect of whom the investigation is being made.



REQUEST FOR DECISION

SUBJECT: **Pinto South Pit - 2023 Gravel Crushing**

SUBMISSION TO: REGULAR COUNCIL MEETING

MEETING DATE: May 9, 2023

DEPARTMENT: OPERATIONS

STRATEGIC PLAN: Governance

REVIEWED AND APPROVED FOR SUBMISSION

CAO: SW

MANAGER: JF

DIR: RA

PRESENTER: JF

LEG:

RELEVANT LEGISLATION:

Provincial (cite) – New West Partnership Trade Agreement (Article 14); Canadian Free Trade Agreement (Article 504.3)

Council Bylaw/Policy (cite) – Policy 1018: Expenditure and Disbursement and Policy 4014 Annual Gravelling Program.

RECOMMENDED ACTION:

MOTION: That Council direct Administration to award a contract for gravel crushing of 65,000 cubic metres at the Pinto South Gravel Pit (SML980119) to D. Ray Construction Ltd. in the amount of \$837,200.00 plus GST, with funding to come from the 2023 Operations Road Maintenance Budget.

BACKGROUND/PROPOSAL:

On March 14, 2023, a public tender was advertised for “crushing, stockpiling, and other work” to be completed at the Pinto South Pit for a total of 65,000 m³ of gravel designation 4, class 25 to be stockpiled on-site. The “other work” includes stripping topsoil and overburden prior to commencing crushing, and re-sloping the pit face once work is completed etc... Tenders were opened on the closing date of April 6, 2023, at 2 PM and the results are attached. D. Ray Construction Ltd. is the lowest bid (see attached tender summary). D. Ray Construction successfully completed gravel crushing for Greenview at the River Top Gravel pit in 2022.

The overall anticipated budget for gravel crushing on this project is \$845,000.00. The lowest submitted rate is 9% (\$82,800.00) lower than the budgeted amount allocated in the 2023 Operations’ Budget and will fit within Operations’ overall budget, especially considering Council’s Motion 23.01.16 to suspend the 2023 road re-gravelling program where deemed appropriate, excluding the Forestry Trunk Road.

The Pinto South Pit is located at SW-22-69-10-W6 approximately 40 km west of Grovedale. There is approximately 14,000 tonnes of 4:25 gravel in inventory at this location. On a typical year’s road re-gravelling program this would be just enough to complete gravelling in the area. The crushed gravel is anticipated to supply the area for the road re-gravelling program and miscellaneous projects for 4 years.

Proponent's Name	Met Mandatory Requirements (Yes or No)	Evaluation Score (Overall score or N/A)	Quote	Price per Cubic Metre	Price per Tonne
D. Ray Construction Ltd.					
Paragon Custom Crushing					
Wapiti Gravel Suppliers, A Division of N.P.A. Ltd.					

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that Greenview will have aggregate inventory at the Pinto South Pit available for road re-gravelling and other needs in the area.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to deny or alter the motion. This is not recommended by administration as this would delay the production of material or completion date as stated in the contract.

Alternative #2: Council has the alternative to direct Administration to purchase aggregate from a 3rd party.

Alternative #3: Council has the alternative to direct Administration to tender a “supply and place” gravel program.

FINANCIAL IMPLICATION:

Funding will come from Operations' Road Maintenance Budget

Direct Costs: \$837,200.00 + GST

Ongoing / Future Costs: Ongoing costs would be the use of the crushed gravel in the road re-gravelling program. Based upon 2022 road re-gravelling contractor expenses in the Grovedale area, this is estimated at \$350,000 per year.

STAFFING IMPLICATION:

Staffing implications moving forward include proceeding with awarding a contract if Council so chooses. To date it is estimated Administration has spent 10 hours on the project with an anticipated additional 500 hours from multiple departments, over the next 4 years, should a contract be awarded.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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PROMISE TO THE PUBLIC

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FOLLOW UP ACTIONS:

If Council passes the motion, Administration will inform all interested parties of the decision and agreements will be entered into so work can proceed.

ATTACHMENT(S):



- Map Pinto South Pit 1 (SML980119)
- Gravel Crushing-Pinto South Pit - D. Ray Construction Ltd. Submission
- Gravel Crushing-Pinto South Pit - D. Ray Construction Ltd. Amendment
- Unofficial Tender Results Pinto South Pit
- 2023 Pinto Crushing – Instruction to Bidders
- 2023 Pinto Crushing – Special Provisions









**SML980119 - Pinto South
Gravel Pit 1
SE-21-69-10-6**

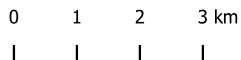
Legend

Gravel Pits

-  Pit
-  Pit Access

Roads-Jurisdiction

-  Municipal
-  Private
-  Paved Highways
-  Cadastre
-  Hydro Area
-  Hydro Line



1:120,000

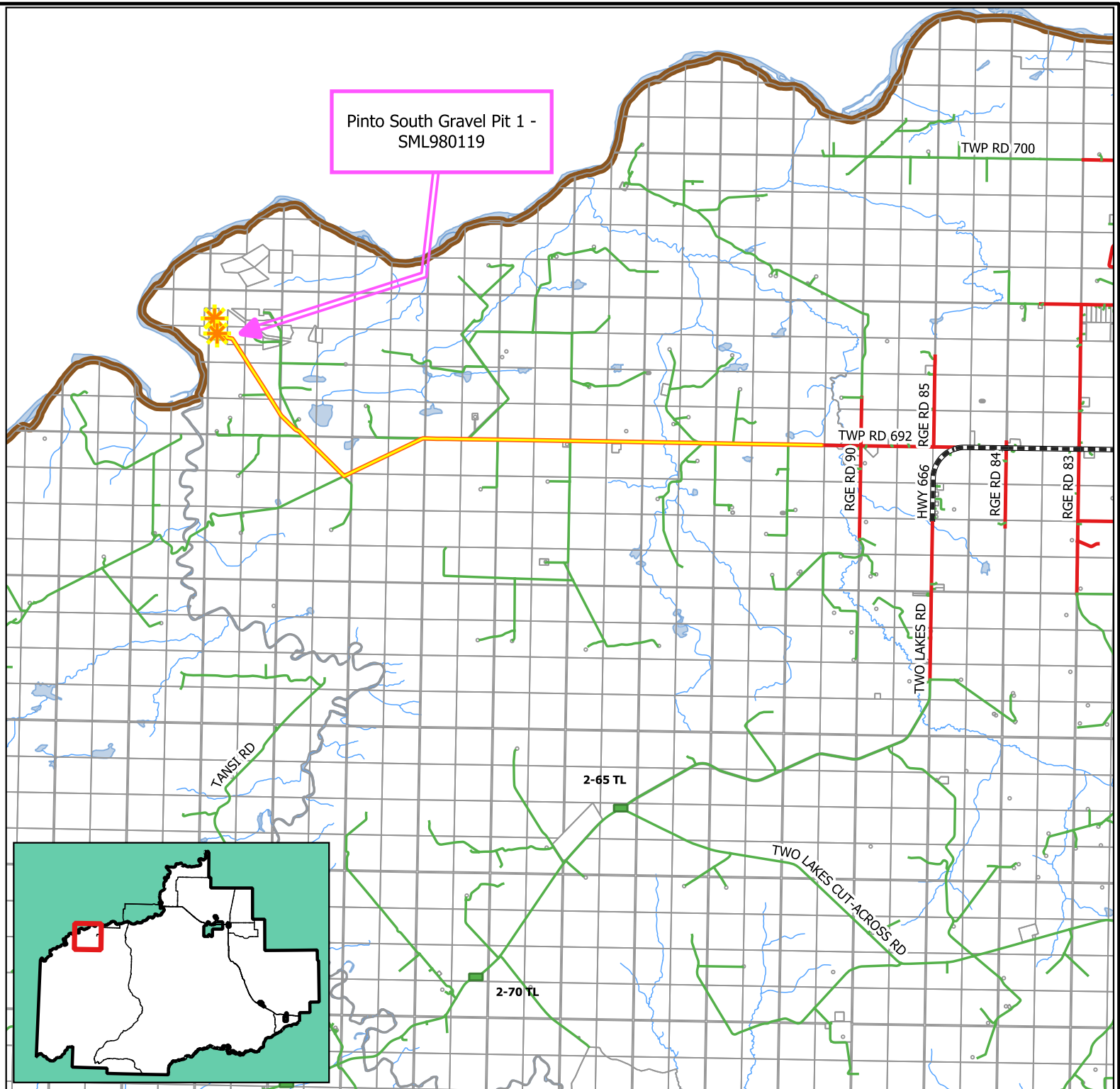
Produced: February 08, 2023 Projection UTM 11N NAD83

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NOT RESPONSIBLE FOR ERRORS OR OMISSIONS



TENDER FORMS

2.2 TENDER FOR CONSTRUCTION

To the Manager, Operations for the Municipal District of Greenview No.16 of the Province of Alberta:

D. RAY CONSTRUCTION LTD.
(Name of Contractor)

the undersigned hereby Tenders and agrees to execute and construct all work of every description required in the construction and final completion of the following work:

PINTO SOUTH PIT
SML 980119
SW 22-069-10-W6M

Crushing, Stockpiling and Other Work

in strict accordance with the plans and specifications, for the unit prices in the unit price schedule enclosed.


The undersigned acknowledges receipt of the following Addenda,

which shall form part of the Tender Document.

wsp

TENDER FORMS

2.3 UNIT PRICE SCHEDULE

Bid Item	Description	Estimated Quantities		Unit Price		Total Bid
1	Crush, Haul and Stockpile Gravel Designation 4, Class 25 (3.2.4) (Special Provisions)	65,000	m ³		per cubic metre	837,200.00 xx
Total Tender (G.S.T Not Included)						\$ 837,200.00 xx

wsp

TENDER FORMS

2.4 AGREEMENT

Should this Tender be accepted, the undersigned agrees to enter into written agreement with the Municipal District of Greenview No. 16 for the faithful performance of the works covered by this Tender, in accordance with the said plans and specifications and complete the work by **September 30, 2023**.

TENDER FORMS

2.5 CONTRACTOR'S CHECKLIST

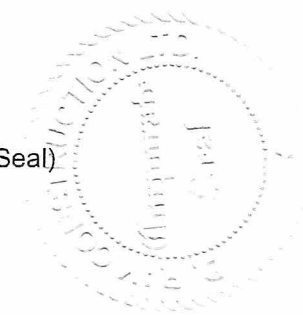
The following items have been included in the tender package submission:

- | | |
|--|------------------|
| 1) Bid Bond or Certified Cheque (Bid Security – All Bidders) | <u>✓</u> initial |
| 2) Consent of Surety | <u>✓</u> initial |
| 3) All pages headed "Tender Forms" | <u>✓</u> initial |
| 4) Tender Amendments (if applicable) | <u>✓</u> initial |
| 5) Bidder's Schedule | <u>✓</u> initial |
| 6) Signed and Sealed Tender | <u>✓</u> initial |
| 7) Addenda (if applicable) | <u>✓</u> initial |

TENDER FORMS

2.6 TENDER SIGNING AND SEALING

An authorized signing officer shall affix his signature to this Tender. The Tender shall be either sealed with the Company Seal, or the Affidavit of Execution of the Witness shall be completed. Failure to comply may result in the Tender being rejected.

<p style="text-align: center;">AFFIDAVIT OF EXECUTION CANADA PROVINCE OF ALBERTA TO WIT:</p> <p>I, _____ of the _____ of _____ in the Province of _____ make oath and say:</p> <p>That I was personally present and did see _____ named in the annexed instrument, and who is known to me to be the person named therein, duly sign and execute the same for the purposes named therein; that the same was executed at the _____ of _____ in the said Province, and that I am the subscribing witness thereto;</p> <p>That I personally know the said _____ and he is in my belief of the full age of eighteen years.</p> <p>SWORN before me at the _____ of _____ in the Province of Alberta, this _____ day of _____ 20____.</p> <p>_____ Witness Sign Here</p> <p>_____ A Commissioner for Oaths in and for the Province of Alberta.</p>	<p style="text-align: center;">(Seal)</p> <p style="text-align: center;"></p> <p><u>D. RAY Construction Ltd</u> Contractor's Name (Company Name)</p> <p><u>Gaith Anderson</u> Authorized Signature</p> <p><u>GARTH Anderson</u> Signature Printed</p> <p><u>Box 25 Beaverlodge</u> Address</p> <p><u>T0H0C0 ALBERTA</u> Postal Code</p> <p><u>780 354 2572</u> Contractor's Telephone Number</p> <p><u>[Signature]</u> Witness</p> <p><u>March 21 / 23</u> Date</p>
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TENDER FORMS**2. TENDER FORMS****2.1 BIDDER'S SCHEDULE FOR WORK**

Bidders are required to submit, along with their Tender, this schedule sheet showing their proposed starting date and completion date of this project.

Project	Starting Date	*Completion Date
PINTO SOUTH PIT – (SML 980119) Crushing & Stockpiling	July 15	Aug 15.
Other Projects		
County of GP	May 1	June 30
For		

N.B. Completion dates that exceed the Contract Completion Date will be considered a conditional or alternative bid and may be rejected.


Contractor's Signature


Date

TENDER AMENDMENT FORMS

4. TENDER AMENDMENT FORMS

I, Garth Anderson, the undersigned, modify the unit price schedule for
(Legal Name of Bidder)

our tender as shown in the following table:

UNIT PRICE SCHEDULE CHANGES Replaces previous Unit Price Schedule Changes				
ITEM NO.	Description [List bid items that require change to estimated quantity]	Estimated Quantity Changes + or -	Unit Price ^(a)	Net Change to Total Bid + or -
		— day		
		— day		
ITEM NO.	Description [List bid items that require change to unit price or lump sum]	Estimated Quantity ^(b)	Unit Price Changes ^(c) + or -	Net Change to Total Bid ^(d) + or -
	TOTAL Tender		+	10,000.00
INCREASE (+) OR REDUCE (-) TOTAL TENDER BY:				10,000.00

837,200.00
XX

wsp

TENDER AMENDMENT FORMS

- (a) For estimated quantity items state the unit price as it appears in the unit price schedule.
- (b) For unit price or lump sum items state the estimated quantity as it appears in the unit price schedule.
- (c) For lump sum items leave "Unit Price Changes + or -" column blank.
- (d) For lump sum items enter + or - the change amount in the "Net Change to Total Bid + or -".
- (e) If required, additional amendment items may be added or attached to this form.

Each Bidder shall ascertain before tender submission that it has obtained all addenda issued by the Department and by signing the Tender Amendment Form acknowledges that all issued addenda have been examined, read, and considered in their bid.

We also acknowledge and agree that:

- 1. This change supersedes all previous changes including those to other bid items. Previously submitted changes are null and void.
- 2. We accept full responsibility for any lack of confidentiality arising from the use of this process.
- 3. Failure of these modifications to be received, on time, legibly, clear as to intent, unambiguously, accurately or completely for any reason will render these modifications null and void.


Signature

being OWNER
Position in Company

of D. RAY Construction Ltd
Company Name

dated March 22/23
Date

Neither the Municipal District of Greenview No.16 nor the Consultant is responsible for faxed amendments not being received.

- Form C58 -

****UNOFFICIAL****

WSP Canada Inc.	
Unofficial Tender Results	
M.D. of Greenview No. 16	Project: Pinto South Pit
Crushing, Stockpiling & Other Work	Contract No. 231-01852-00
	Date: April 6, 2023
Contractor	2:00 PM
D. Ray Construction Ltd.	\$837,200.00
Wapiti Gravel Suppliers	\$1,050,400.00
Paragon Custom Crushing	\$906,750.00
Low Tender Received From:	D. Ray Construction Ltd. \$837,200.00

INSTRUCTIONS TO BIDDERS

1. INSTRUCTIONS TO BIDDERS**1.1 CONDITIONS FOR TENDER SUBMISSIONS**

Bidders may submit Tenders at the following location only:

E-mail submissions must be sent to Josh Friesen, Manager, Operations, for the M.D. of Greenview No. 16 (josh.friesen@mdgreenview.ab.ca), Ilona Digby, Administrative Support, Operations (ilona.digby@mdgreenview.ab.ca) and Doug Buyar, Area Manager, WSP (doug.buyar@wsp.com).

Maximum attachment size of 10 MB. On your e-mail submission, you are requested to indicate a "Delivery Receipt" response.

Bidders may submit Tenders only up to **2:00:59 p.m.** local time on **April 6th, 2023**.

Digital submissions will only be processed.

- This will not be an in-person opening.
- Bidders are invited to review opening unofficial results after 2:30 pm on April 6th, 2023.
- Bidders that submit a valid bid package will be notified via email with the unofficial tender results.

Bidders will also be able to receive the unofficial tender results by e-mail or other means within a reasonable time frame after the tender opening or through public notifications such as the Alberta Roadbuilders, Alberta Purchasing Connection or BuildWorks Canada websites.

Bidders must submit Tenders on the forms issued with this Tender Document.

It shall be the Bidder's responsibility to confirm with the Owner that its bid has been received prior to Tender closing.

When submitting a Tender, all pages entitled "Tender Forms" and all Addenda issued by the Municipal District of Greenview No.16 and/or WSP must be submitted sealed by the digital method above, addressed to the Manager, Operations of the Municipal District of Greenview No.16 at the above-noted address, marked "Tender Bid Package – 231-01852-00 Pinto South Pit Crushing " with the Tender number, time and date of Tender opening clearly marked in the electronic submission.

A Bidder must indicate its name and address clearly so that the Tender submission can be identified. Project Inquiries.

For information regarding this project, you may contact the Manager, Operations representing Consultant:

Doug Buyar, Area Manager
WSP
Suite 99, 11039 – 78th Avenue
Grande Prairie, AB T8W 2J7
Phone: 780-538-2667

INSTRUCTIONS TO BIDDERS

Fax: 780-538-2951

Email: doug.buyar@wsp.com

1.2 PRE-TENDER MEETING

There will be no pre-tender meeting for this contract.

1.3 TENDER DOCUMENT DISCREPANCIES

In the event of a discrepancy between tender documents downloaded from the BuildWorks Canada website and documents obtained from any other source, the tender documents downloaded from the BuildWorks Canada website shall be deemed to be correct.

Bidders shall promptly notify the contact identified in Instructions to Bidders Section 1.1, Project Inquiries, upon discovery of any such discrepancies.

1.4 TENDER SUBMISSION REQUIREMENTS**1.4.1 Bidder Information**

The tender must be submitted by a single individual, partnership, corporation, or company. Joint Ventures are not permitted to bid unless expressly authorized in the tender documents. For all Bidders, the legal name and address to which all notices or letters are to be mailed must be given in addition to the signature of the individual or one of the officers of the partnership, corporation or company with authority to bind the Bidder.

1.4.2 Completing Unit Price Schedule

The "Unit Price Schedule" must be completed by:

- Filling in all blank spaces under the headings "Unit Price", and "Estimated Quantity" where applicable, and the "Total Bid"; and
 - Filling out the schedule as follows:
- a) Unit Price
For bid items where the estimated quantity is fixed and the Bidder is required to provide a unit price, insert the unit price in the "Unit Price" column and insert the total for each item in the "Total Bid" column; (in case of discrepancy, the unit price figure will take precedence over the total in the "Total Bid" column);
 - b) Lump Sum
For bid items where the Bidder is required to provide a lump sum, insert the lump sum amount in the "Total Bid" column. Only the amount in the "Total Bid" column will be used in calculating the Total Tender;
 - c) Estimated Quantity
For bid items where the unit price is fixed and the Bidder is required to provide an estimated quantity (for example site occupancy), insert the estimated quantity in the "Estimated Quantity" column, and insert the total for each item in the "Total Bid" column; (in case of discrepancy, the estimated quantity figure in the "Estimated Quantity" column will take precedence over the total in the "Total Bid" column). The "Estimated Quantity" must be a whole number. If the number includes decimals, the Owner will round to the nearest whole number with .5 being rounded upwards; and

INSTRUCTIONS TO BIDDERS

d) Total Tender

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

Prices must not exceed two decimal places. If a submitted unit price schedule contains prices exceeding two decimal places, the M.D. of Greenview No.16 will round to the nearest two decimal places with .005 being rounded upwards. Bidders will be bound to such rounded amounts.

1.4.3 Acknowledging Addenda

Addenda, when issued, form part of the Tender Document. The Bidder shall acknowledge receipt of each Addendum in the space provided on the Tender forms. The individual items included in the Addendum shall be added, deleted or changed in accordance with the instructions contained in the Addendum letter.

During the Tendering period, all Addenda issued by the Owner will be sent by email, to the address for all Parties recorded by the Owner or Consultant as having received digital or hard copy Bid Documents, at the time the Addenda is issued. Bidders who have obtained Bid Documents from any source other than the Owner may not automatically receive Addenda via email. Notwithstanding any other provision of this Tender, each Bidder shall ascertain, prior to the time fixed for receiving tenders, that it has received all Addenda issued by the Owner.

When an Addendum is issued by the Owner, the covering letter containing instruction regarding the Addendum shall be attached to the inside front cover of the "Contract and Specifications" book. The individual items included in the Addendum shall be inserted in accordance with the covering letter. Addenda, when issued, form part of these Contract Documents.

1.4.4 Tender Security

The Undersigned encloses herewith as a deposit, a bid bond (along with a Consent of Surety) or a certified cheque payable to the M.D. of Greenview No. 16 of the Province of Alberta for ten percent (10%) of the Tender Bid Amount. Tenders not accompanied by tender security will be rejected as non-compliant.

The bid bond shall be submitted as its own PDF document, separate from the other tender submission documents in its original electronic format. Scanned or altered PDF copies of the original bid bond in either paper or digital format will be deemed invalid and will cause the Bid to be rejected.

Verification of the bid bond may be conducted by the M.D. of Greenview No. 16 at any time immediately after Closing Date and Time, or at any time during the life of the bid bond and at the discretion of the M.D. of Greenview No. 16 with no requirement for additional electronic copies of the bid bond, passwords or fees.

The undersigned hereby agrees that if, within twenty-one (21) days after the Contract is presented to him for signature, hand delivered or sent by registered mail or courier addressed to him at the address stated in the Tender, the undersigned refused or fails:

- a) to sign and return to the M.D. of Greenview No. 16 the Contract for the performance of the Work and the supplying of Materials covered by this Tender; or
-

INSTRUCTIONS TO BIDDERS

- b) to provide the required security and evidence of insurance coverage in accordance with General Specifications 1.2.3, Security and 1.2.4, Insurance, satisfactory to the Owner,

the bid bond or deposit shall be subject to forfeiture to the M.D. of Greenview No. 16, and if a Contract for that Work and Material is then entered into with some other person for a greater amount, the Undersigned is liable to the M.D. of Greenview No. 16 in the amount equal to the difference between the amount of his Tender and the amount of the Contract actually entered into; the maximum not exceeding the amount of the security required under this section.

The bid bond shall be enforceable for the earlier of the tender acceptance period as specified in the Instructions to Bidders or until the bond's principal enters into the formal contract.

A bid bond that is a copy or improperly completed or executed may cause the tender to be rejected as non-compliant if, in the M.D. of Greenview No. 16 judgment, this would potentially render the bid bond unenforceable.

All costs associated with acquiring bonding must be covered within the Bidders Contract price.

1.4.5 Safety Prequalification

As a precondition to contract award, the Bidder must have a valid Certificate of Recognition (COR) or a valid Temporary Letter of Certification (TLC), or a Certificate of Recognition Equivalency Letter (COREL) for out of province Bidders, as issued by the Alberta Construction Safety Association (ACSA) or another certifying partner authorized by the Alberta Ministry of Labour to issue CORs, TLCs or CORELs. The COR, TLC or COREL must be relevant to the Work. Possession of a Certificate of Recognition other than a COR, TLC or COREL, such as a Small Employer Certificate of Recognition (SECOR) is not acceptable.

Bidders may be required to submit evidence of safety qualifications by the earlier of:

- i) The date that the M.D. of Greenview may request in writing, or
- ii) Seven days before expiry of the tender acceptance period.

Prospective Bidders who do not possess a COR, TLC or a COREL and wish to obtain information about obtaining one, are advised to contact:

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

or another certifying partner authorized by Alberta Ministry of Labour.

It is the Bidder's responsibility to ensure its registration in the program is properly documented with the issuing certifying partner. The Owner will assume no liability for errors or omissions in this regard.

The Bidder must maintain a valid registration throughout the course of the Contract.

1.5 REJECTION OF TENDERS

The Owner reserves the right to accept or reject any or all Tenders and to waive irregularities and informalities at its discretion. The Owner reserves the right to accept a Tender other than

INSTRUCTIONS TO BIDDERS

the lowest Tender without stating reasons. The Owner has the right to award the work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons the Owner deems appropriate. By the act of submitting its bid, the Bidder agrees that any claim the Bidder may have in relation to the award of the work by the Owner is limited to damages for the reasonable cost of preparing the bid and that the Bidder has no right to seek loss of anticipated profit.

Without limiting the generality of the foregoing, the Owner may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision including but not limited to the following:

- any past experience with the Bidder, or lack thereof;
- the results of any reference check done by the Owner;
- information relating to the financial state of the Bidder, however obtained.
- show any alteration of form;
- omit any required information or are illegible;
- contain qualifications to the bid, or additions not called for;
- are conditional or alternative bids;
- are incomplete bids; or
- contain prices, which are unbalanced.
- Is accompanied by an insufficient certified cheque, irrevocable letter of credit or by a Bid Bond in an unsatisfactory form.

The M.D. of Greenview No. 16 reserves the right to waive an irregularity or non-compliance where the M.D. of Greenview No. 16 deems the irregularity or non-compliance to be minor or inconsequential. The determination of what is or is not a minor or inconsequential irregularity or non-compliance, and the determination of whether to waive or not waive the irregularity or non-compliance, is at the M.D. of Greenview No. 16 sole discretion.

The lowest priced compliant Bidder may be required to supply evidence of experience, qualifications, equipment, ability and financial capability for completing the project(s) before the Contract is executed. Lack of any of these will be considered sufficient cause for rejecting the tender.

In addition, failure to satisfactorily complete previous construction contracts with the M.D. of Greenview No. 16, or avoidable delays in completing such contracts, will be considered sufficient cause for rejecting any tender.

1.6 TENDER DATE CHANGES AND CANCELLING OF TENDERS

The Owner may extend the date and time for receiving tenders, or the Owner may amend, suspend, post-pone or cancel this tender at any time.

1.7 ABNORMALLY LOW BID

An "Abnormally Low Bid" is one where the Total Tender, in combination with other constituent elements of the submission, appears unreasonably low to the extent that the tender submission raises material concerns as to the capability of the Bidder to perform the Work.

In the event of a potential Abnormally Low Bid, the M.D. of Greenview No. 16 shall seek written clarification from the Bidder, including detailed price analyses of its tender submission in relation

INSTRUCTIONS TO BIDDERS

to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tender. If the M.D. of Greenview No. 16 determines that the material concerns as to the capability of the Bidder to perform the Work have not been alleviated after clarification is requested, the M.D. of Greenview No. 16 may, in its sole discretion, declare the bid non-compliant.

1.8 DISQUALIFICATION OF BIDDERS

Only one tender per Bidder will be considered. Reasonable grounds for believing that any Bidder is interested in more than one tender for the Work, in the capacity of the Contractor, may cause the rejection of all tenders in which such Bidder is interested.

Any or all tenders will be rejected if there is reason to believe that collusion exists among the Bidders, and none of the participants in such collusion will be considered in future tenders.

1.9 BIDDER'S INVESTIGATION AND REPRESENTATION

The Bidder must examine the contract forms and tender documents, including plans, drawings, Department specifications, and special provisions, to clearly understand the requirements of the project(s) and to carefully investigate and satisfy themselves of every condition affecting the project(s), including the site conditions and the labour and material to be provided. The contract forms and Department specifications are available on the Department's web site at <https://www.alberta.ca/construction-contract-templates.aspx>. The Bidder agrees that submission of a tender is conclusive evidence that the Bidder has made such investigation; and that, whether or not he has so investigated, he is willing to assume and does assume all risk regarding conditions affecting the project.

The Bidder acknowledges and agrees that, where provided, any information pertaining to subsurface soil, rock and groundwater conditions indicated on the borehole/test pit logs shown on the drawings: 1) has been obtained for design purposes; and 2) is valid only at the specific locations of the boreholes/test pits and only on the date(s) that the subsurface investigation(s) took place. Bidders may wish to supplement this information, for their purposes, by performing additional investigations.

The submission of a tender also constitutes a representation by the Bidder that:

- (i) the Bidder has complied with all bidding requirements;
- (ii) the Bidder is qualified and experienced to perform the Work in accordance with the tender documents;
- (iii) the bid is based upon performing the Work in accordance with the tender documents, without exception; and
- (iv) the price or prices stated in the tender cover all the Bidder's obligations under the Contract and all matters and things necessary for the performance of the Work in accordance with the tender documents.

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1.10 WITHDRAWAL OR CHANGE OF TENDER**1.10.1 Withdrawal of Tender Submission**

A Bidder may withdraw its tender by submitting a request in writing signed by the Bidder. The request must be received:

- in the location set out in Instructions to Bidders Section 1.1, Conditions for Tender Submission; or
- if the request is submitted by E-MAIL, marked "ATTENTION: MANAGER, OPERATIONS, PINTO SOUTH PIT - CONTRACT OPENING" and all pages must be provided prior to the time fixed for receiving tenders.

1.10.2 No Withdrawal

No Bidder may withdraw a tender at or after the time fixed for receiving tenders until:

- a) some other Bidder has entered into a Contract with the M.D. of Greenview No. 16 for the performance of the project specified in these tender documents; or
- b) thirty-five (35) calendar days after the time fixed for receiving tenders unless the M.D. of Greenview No.16 has notified the bidder that they are the successful bidder;

whichever occurs first.

The 35 day acceptance period referred to above will commence at 11:59:00 p.m. of the date of tender closing and will terminate at 11:59:00 p.m. of the 35th day thereafter. If the 35th day falls on a weekend or statutory holiday, such day(s) will be omitted from the computation.

1.10.3 Changes to Tender Submissions

A Bidder wishing to make changes to its tender before the time set for receiving tenders may withdraw the tender submission and the modified tender may then be resubmitted in the location set out in;

- Instructions to Bidders Section 1.1, Conditions for Tender Submission; or
- Alternatively, if this change is to the unit price schedule only, the Bidder may send a email, marked "ATTENTION: PINTO SOUTH Pit – CRUSHING CONTRACT OPENING" on a copy of Form C58 found in this Tender package. To be acceptable, the form must be completed in full including the legal name of the Bidder and the changes to be made, and it must be signed by an authorized officer of the Bidder and received before the time and date set for the receipt of the tender in accordance with the Instructions to Bidders Section 1.1, Conditions for Tender Submission.

The Owner and the Consultant accept no responsibility for electronic changes. It is the Bidder's responsibility to confirm receipt of any electronic changes.

The Bidder is responsible for ensuring its modifications are received before the time fixed for receiving tenders and are legible, clear as to the intent, unambiguous, and comply with the terms of the tender document. Failure of the Bidder to do the foregoing will render these modifications null and void. The M.D. of Greenview No. 16 assumes no responsibility or liability for the content of modifications, or for modifications that are, for any reason, delayed, illegible, unclear as to intent, ambiguous, contrary to these instructions, or otherwise improperly received.

INSTRUCTIONS TO BIDDERS

The M.D. of Greenview No. 16 , at its sole discretion, may reject modifications in accordance with the terms of the Tender Amendment Form or may reject the tender in accordance with Instructions to Bidders Section, Rejection of Tenders Section, or both.

Prices must not exceed two decimal places. If a submitted unit price schedule change contains prices exceeding two decimal places, the M.D. of Greenview No. 16 will round to the nearest two decimal places with .005 being rounded upwards. Bidders will be bound to such rounded amounts.

The “Tender Amendment Form”, if applicable, must be completed by identifying only the changes required:

a) Estimated Quantity Changes

For bid items where the unit price is fixed and the Bidder is required to provide an estimated quantity (for example site occupancy), show the amount of the increase or decrease of the quantity in the “Estimated Quantity Changes + or -” column and the total value of the change in the “Net Change to Total Bid + or -” column. Use the unit price as it appears in the unit price schedule as the unit price in the Tender Amendment Form.

In case of discrepancy, the estimated quantity figure in the “Estimated Quantity Changes + or -” column will take precedence over the amount in “Net Change to Total Bid + or -” column, and the unit price in the unit price schedule will take precedence over the unit price in the Tender Amendment Form;

b) Unit Price Changes

For bid items where the Bidder is required to provide a unit price, show the amount of the change to the unit price in the “Unit Price Changes + or -” column, and the total for each change in the “Net Change to Total Bid + or -” column. Use the estimated quantity as it appears in the unit price schedule as the estimated quantity in the Tender Amendment Form.

In case of discrepancy, the change to the unit price figure in the “Unit Price Changes + or -” column will take precedence over the total change in the “Net Change to Total Bid” column;

c) Lump Sum Changes

For bid items where the Bidder is required to provide a lump sum, leave a blank space in the “Unit Price Changes + or -” column, and enter the amount of the lump sum change in the “Net Change to Total Bid + or -” column; and

d) Net Change to Total Bid

Show the sum of all items in the “Net Change to Total Bid + or -” column in the space after “Increase (+) or Reduce (-) Total Tender By”.

INSTRUCTIONS TO BIDDERS

If arithmetical errors are discovered, the changed estimated quantities or unit prices, as applicable, will be considered as representing the Bidder's intentions; and the net change to total bid price extensions and the change to total tender amount entered in the Tender Amendment Form will be corrected accordingly by the M.D. of Greenview No. 16. The Bidder will be bound to such corrected amounts.

1.11 TENDER VALIDATION

The Owner will check the completeness and accuracy of all Bidders' tender submissions in order to determine the lowest compliant bid.

Extensions to unit price items and estimated quantity items entered in the unit price schedule will be verified by the Owner. If arithmetical errors are discovered:

- for unit price items, then the unit prices will be considered as representing the Bidder's intentions;
- for estimated quantity items, then the estimated quantity will be considered as representing the Bidder's intentions

and the unit price or estimated quantity extensions and the Total Tender amount in the unit price schedule will be corrected accordingly by the Owner. The Bidder will be bound to such corrected amounts.

If an estimated quantity or unit price is not filled in by the Bidder for an item, but an amount is stated in the Total Bid column, then the Owner will determine:

- the unit price by dividing the extended amount by the estimated quantity and this unit price value will be considered as representing the Bidder's intentions; or
- the estimated quantity by dividing the extended amount by the unit price and this estimated quantity will be considered as representing the Bidder's intentions.

The Total Tender will be the arithmetically correct sum of the arithmetically correct total bid extensions and lump sums in the unit price schedule.

1.12 CONTRACT AWARD CONSIDERATIONS

There is **ONE** Unit Price Schedule contained in this document. Bidders shall fully complete this schedule. The Owner reserves the right to select the option that it deems to be in their best interest. Where the Contract contains deleteable bid items, the Owner reserves the right to make the award based on either the inclusion or deletion of such bid items. Regardless of the option chosen, no separate or additional payment will be made.

The Contractor is further advised, that due to budgetary considerations, the Owner reserves the right to modify the work limits and/or the work quantities either up or down to achieve budgetary requirements. The Contractor agrees such modifications shall not be considered as a waiver of any condition of the Contract, nor as invalidating any of the provisions thereof, nor shall any changes be made in the Contract unit prices on account of such modifications, but the same unit prices shall apply as if no modification had been made.

The Owner reserves the right to not award the Contract. The Contractor shall have no claim against the Owner should the Owner exercise its right to not award the Contract.

INSTRUCTIONS TO BIDDERS

1.13 SIGNED CONTRACT PACKAGE

The Contract Forms, Statutory Declarations and any other applicable forms and schedules will be completed by the successful Bidder and included in the signed Contract.

1.14 SPECIFICATIONS, SPECIAL PROVISIONS AND STANDARDS, HIERARCHY OF DOCUMENTS

The following documents apply to this Instructions to Bidders. These documents can be found either in the tender documents or on the Department website. General Specifications are found in General Specifications and Specification Amendments for Highway and Bridge Construction. Specification Amendments are included both in sections 4 and 5 of the tender documents and in the General Specifications and Specification Amendments for Highway and Bridge Construction. In the event of discrepancies, the hierarchy of documents is as follows, in descending order:

- Instructions to Bidders
- Special Provisions
- Project specific construction plans
- Standard construction plans
- Specification Amendments
- Supplemental Specifications
- General Specifications
- Standard Construction Specifications

In the event of a difference between scaled dimensions on Plans and the figures written thereon, the figures govern. In the event that two or more plans show conflicting information, the information on the most recently dated plan govern.

Any technical and manufacturer's standard, Government Act, Regulation, or Code of Practice referred to in the Contract documents will be a reference to the version current at the time the Contract is awarded.

SPECIAL PROVISIONS

5. SPECIAL PROVISIONS**5.1 STANDARD SPECIFICATIONS, SPECIFICATION AMENDMENTS AND TYPICAL DRAWINGS**

All reference to "Specifications" in this Tender document will be understood to mean Government of Alberta – Transportation's *Standard Specifications for Highway Construction* (Edition 16, 2019) unless otherwise noted.

5.1.1 Definitions

The word "Owner" or "Department" shall mean the "Municipal District of Greenview No.16."

The word "Minister" shall mean the person holding the position or acting in the capacity of the Manager, Operations for the Municipal District of Greenview No.16 or his duly appointed representative.

5.1.2 Goods and Services Tax (G.S.T.)

Bid prices are to exclude the Goods and Services Tax on all materials and services supplied by the Contractor and incorporated into the work.

The Owner will include the applicable Goods and Services Tax payment on the monthly and final progress payments.

5.1.3 Government of Alberta – Department Name Change

Due to government reorganization, the Government of Alberta – Transportation name has changed. As a result, some specifications, drawings, plans and other documents in this contract may continue to reference Alberta Infrastructure and Transportation, Alberta Infrastructure, Alberta Transportation and Utilities. Please be advised that any references to Alberta Infrastructure and Transportation, Alberta Infrastructure, Alberta Transportation and Utilities shall mean Alberta Transportation and Economic Corridors.

5.1.4 Standard Specifications for Highway Construction and Bridge Construction Work

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

- Standard Specifications for Highway Construction, Edition 16, 2019.
- General Specifications and Specification Amendments for Highway and Bridge Construction, Edition 16, 2019.

5.1.5 Typical Plans and Drawings

The following additional specifications, typical plans and drawings, which form part of the Contract Agreement, are available for viewing and/or download from the Government of Alberta – Transportation web site at the following address: www.transportation.alberta.ca.

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

SPECIAL PROVISIONS

- It may be necessary for the Contractor to modify these drawings and/or develop new drawings to address non-typical situations when developing the Traffic Accommodation Strategy in accordance with specification 7.1, Traffic Accommodation and Temporary Signing.
- Typical minimum requirements for pavement markings are included in the Alberta Transportation manual entitled "Alberta Highway Pavement Marking Guide, 2nd Edition, issued March 2003".
- Drawings showing the typical minimum requirements for permanent highway signage are available through the "Typical Signage Drawings" link.
- Drawings showing the typical minimum requirements for barriers are available through the "Typical Barrier Drawings" and "Roadside Design Guide" links.
- Typical minimum requirements for erosion and sediment control devices are available in the most recent edition of the "Erosion and Sediment Control Manual", Government of Alberta – Transportation.
- Typical minimum requirements for highway street lighting devices are included in the Alberta Transportation manual entitled "Highway Lighting Guide - 2003".
- All other typical plans and drawings are included in the Alberta Transportation manual entitled "CB-6 Highway Standard Plates - Revised August 2002".

Hard copy versions of select manuals are available for purchase from Alberta Transportation, Strategic Procurement Branch, Suite 303, 3rd Floor, Twin Atria Building, 4999 - 98 Avenue, Edmonton, AB, T6B 2X3. Telephone: 780-415-1068.

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

Bidders are further advised that any drawing revisions and/or new drawings that are posted on the Government of Alberta – Transportation web site as of five calendar days prior to the date set for the opening of tenders, will apply to this Project.

Any standard drawings that are not available on the Government of Alberta – Transportation web site will be included in the Contract documents.

5.1.6 Specification Amendments

The following checked off specification amendments as contained in the manual entitled *General Specifications and Specification Amendments for Highway and Bridge Construction* (Edition 16, 2019) are applicable for this Tender. Those items not checked off do not apply to this Tender. These documents may contain modifications to the pay clauses for those specifications which are amended.

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X	AMENDMENTS TO SPECIFICATIONS	
	Designation	General Description
SECTION 1 - GENERAL SPECIFICATIONS		
	AMC_C125.2	Priority Line Painting for Site Occupancy
	AMC_C125.3	Non-Priority Line Painting for Site Occupancy
	AMC_S53.1	Amendment to Specification 1.2, General, Re: Construction Staking and Survey – Majority by Contractor
X	AMC_S53.2	Amendment to Specification 1.2, General Re: Construction Staking and Survey – Majority by Consultant
	AMC_S53.3	Amendment to Specification 1.2, General Re: Construction Staking and Survey for Bridge Construction
	AMC_C230	Amendment to Specification 1.2, General Re: Diesel Fuel Cost Adjustment
SECTION 3 - SURFACING		
	AMC_S116	Amendment to Specifications 2.3, Grading, 3.1, Subgrade Preparation, and all Base Course Specifications, Re: Tolerances for Surface Finish
	AMC_S201	Amendments to Specification 3.50, Asphalt Concrete Pavement (EPS), Re: Acceptance Testing for Contracts with Small Quantities (less than 1,000 tonnes) of Asphalt Concrete Pavement
SECTION 5 - MATERIALS		
	AMC_S9.4	Supply of Aggregate – Contractor's Supply With Option
	AMC_S9.5	Supply of Aggregate – Contractor's Supply With No Option
X	AMC_S9.6	Supply of Aggregate - Designated Source
	AMC_C218	Interim Payment for Supply of Materials
BRIDGE CONSTRUCTION SPECIFICATIONS		
	AMC_B020	Amendment to Specification 1.2, General, Re: Site Offices for Bridge Construction Not Required
	AMC_B219	Amendment to Specification 1.2, General Re: Course of Construction Insurance is Optional

5.2 CONSULTANT

For this Tender, the Consultant as defined in Section 1.1.7, "Consultant" and as referenced in the specifications, will be **WSP**.

5.3 PRIME CONTRACTOR

The Contractor's attention is drawn to the General Specifications and Specification Amendments for Highway and Bridge Construction, Edition 16, 2019, Specification 1.2.13, "Occupational Health and Safety Act," and Section 1.2.13.1, "Prime Contractor."

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5.4 HOLDBACK ON MONTHLY PROGRESS PAYMENTS

Holdback will be assessed as per Section 1.2.46 in the General Specifications. The Holdback will be ten (10%) percent for this Contract and held for a minimum period of forty-five (45) days after project completion.

5.5 PROMPT PAYMENT AND CONSTRUCTION LIEN ACT**5.5.1 General**

The “Prompt Payment And Construction Lien Act” (PPCLA) (current as of November 16, 2022) applies to this Project. The Public Works Act, 1997 does not apply to this Project.

As a result of the implementation of this ACT (as of August 29, 2022), the Contractor is required to issue to the Owner (through the Consultant) an invoice within thirty-one days of the work or services being performed or the goods and materials furnished. The owner must pay undisputed amounts within 28 days of receiving the proper invoice from the Contractor (through the Consultant). The Contractor then has seven days from receipt of payment from the owner to make payment to his subcontractors, and so down the contractual chain.

5.5.2 Key Changes

Key changes to the Builders Lien Act (Prompt Payment) are as follows:

- sets a 28-day timeline for project owners to pay invoices to general Contractors
- sets a seven-day timeline for Contractors to pay subcontractors after receiving payment
- extends timelines for registering liens:
 - construction industry: from 45 days to 60 days
 - concrete industry: from 45 days to 90 days
- increases the minimum amount owed that can be subject to a lien from \$300 to \$700
- allows dispute resolution through adjudication, which is faster and less costly than going to court
- introduces new rules allowing holdback money on large, multi-year projects to be released without risks at pre-set times
- improves subcontractors’ access to payment information
- renames the *Builders’ Lien Act* to the *Prompt Payment and Construction Lien Act*

5.5.3 Prompt Payment Documents

- The complete *“Prompt Payment And Construction Lien Act”* can be reviewed at the following website: <https://open.alberta.ca/publications/p26p4>
- Prompt Payment and Adjudication Regulation can be reviewed at the following website: [Prompt Payment and Adjudication Regulation - Open Government \(alberta.ca\)](#)
- Prompt Payment and Construction Lien Forms Regulation can be reviewed at the following website: [Prompt Payment and Construction Lien Forms Regulation - Open Government \(alberta.ca\)](#)

Bidders shall take note, Section 7(1), 7(2) of the PPCLA, no liens exist with respect to a public highway (including all roads under the jurisdiction of Local Road Authority) and irrigation Districts.

Bidders shall comply as applicable with the Prompt Payment and Construction Lien Act.

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5.6 ENVIRONMENTAL CONTROL**5.6.1 Campsites**

Prior to the establishment of a campsite and roads providing access thereto or for other camp uses, the Contractor shall obtain the approval of the Consultant and contact the local Conservation Reclamation Officer.

Debris resulting from the clearing undertaken in such areas shall be piled and burned and areas left in a tidy condition in accordance with the Forest and Prairie Protection Act and regulations. All campsites shall be kept in a neat and sanitary condition at all times.

Prior to the abandonment of a campsite, the Contractor shall obtain a "Reclamation Clearance" from the local Official.

Augustyn, John
Reclamation Approvals Coordinator
Approvals West
Environment and Protected Areas

Phone: 780 960-8660
Fax: 780 960-8605

5.6.2 Control of Equipment

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

5.6.3 Burning

Prior to burning any trees, garbage or the like, the Contractor shall contact the appropriate local Officials.

Conditions under which burning is to be permitted will be given at this time.

Upon instructions from the Official, the Consultant may request that a patrol be kept on site during the time that burning is in progress, in which event the Contractor shall supply all the necessary men and equipment. The cost of supplying such men and equipment will not be paid for separately but shall be considered incidental to the Work.

At the conclusion of burning and prior to the formal release of liability to the Contractor, a joint inspection will be made of the project by the Contractor, the Consultant and the applicable local Official. Before this inspection takes place, the Contractor shall ensure that, to the best of his abilities, all fires are extinguished.

The Contractor will be solely responsible for ensuring all fires are totally extinguished. If a fire results from an improperly extinguished fire, the Contractor may be held responsible for the damage.

All non-flammable debris is to be disposed of by a method or at a site that is approved by the Consultant.

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5.6.4 Historical Resources

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

5.7 WORK IN THE VICINITY OF UTILITIES**5.7.1 General**

The Contractor's attention is drawn to Section 1.2.15, Safeguarding Utility and Railway Installations, of the General Specifications.

Additional specific requirements for work in the vicinity of utilities and coordination with the owners and/or operators are listed under the particular utility.

5.7.2 Utilities and Pipelines

It is the Contractor's responsibility to locate all underground and aboveground utilities and pipelines. The Contractor is responsible for the cost of repairing any gas line, telephone cables or any utilities and pipeline damaged as a result of the construction.

5.8 HEAVY EQUIPMENT CLEANING

All Heavy Equipment must be properly cleaned and void of all soil and vegetative matter, prior to its arrival on site. 48 hours notice must be given to the Consultant, prior to the Equipment's arrival. Inspections of the Equipment may be required. No Heavy Equipment will be off-loaded or delivered (via transport or under own power) unless it has prior approval by the Consultant.

5.9 GENERAL SPECIFICATION 1.2.58 "DIESEL FUEL COST ADJUSTMENT" ADDITION

General specification 1.2.58 "Diesel Fuel Cost Adjustment" will not be used on this project.

5.10 SCOPE OF WORK

The work under the terms of this Contract involves the crushing and stockpiling of aggregates at the Pinto South Pit (SML 980119) which is located in the Municipal District of Greenview No.16. The Contractor shall work within Phase 1 of the limits shown on the pit plans or as directed by the Consultant. **PINTO SOUTH Pit SML 980119** has an ungulate restriction on crushing operations between January 15th and April 30th of any year.

5.10.1 Pinto South Pit (SML 980119)

The Contractor shall note that all aggregates identified within the proposed Phase 1 excavation area shown on the pit plan shall be utilized. Any dewatering methods shall meet all applicable environmental regulations. The Contractor shall pump any water encountered to the south and east of the active phase until such time a collection pond can be utilized in Phase 1.

No separate or additional payment will be made for utilizing aggregates below the water table or for dewatering operations. Payment for this work will be considered incidental to the unit price bid for the class of material produced.

The Contractor shall begin crushing operations so as to deplete the designated area working to the west and then to the north as indicate on development site plan. The Contractor shall

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conduct his operations in such a manner that no material is spilled over the sides of the stockpile.

Silty clay lenses may be present in the pit run aggregate within the designated area. Any clay removal or adjustment of crushing methodology to deal with the clay shall be the responsibility of the Contractor. No separate or additional payment will be made for the mobilization/demobilization of equipment, excavation, hauling or stockpiling of the clay in a location identified by the Consultant. Payment for this work will be considered incidental to the unit price bid for the class of aggregate material produced and shall not be considered as an Extra Work item.

The Contractor shall note and be prepared to comply with Section 3.2.3.1 of the *Standard Specifications for Highway Construction*: “**All material up to and including 300 mm diameter in Designated Sources and Department Sources identified in the Contract shall be crushed.**” Any oversized rock shall be stockpiled at the stockpile site as shown on the plans or to be determined by the Consultant.

5.11 LANDOWNER’S RELEASE

The Contractor may have to enter private or crown owned land for supply of borrow and/or aggregate during completion of the project. Copies of the initial agreements for supply of borrow shall be supplied to the M.D. of Greenview No. 16 for their records.

The Contractor is required to obtain the landowners permission and a “Landowner Release” outlining the landowner’s acceptance of the condition of which his property has been left for any disruption to private or crown property. These landowner releases shall be supplied to the Consultant prior to the release of the final holdback on the project.

The Contractor is responsible for addressing and resolving any dispute that arises between the Contractor and the Landowner by the agreement between the parties.

In addition, the Contractor shall indemnify and hold harmless the M.D. of Greenview No. 16 and their Consultant for any claims the landowners may have regarding the Contractor’s work on private or crown lands.

5.12 TEMPORARY CONSTRUCTION SIGNING

The bonus and penalty assessments under Section 7.1 “Temporary Construction Signing” will not apply to the Contract.

5.13 PIT OPERATION REQUIREMENTS

The Contractor's operations in the designated sources shall be in accordance with Section 3.2 of the “*Standard Specifications for Highway Construction*,” Edition 16, 2019, including the following additional requirements:

- (i) The area to be excavated and the direction of excavation shall be as follows, or as directed by the Consultant:
 - The Contractor shall work the entire depth of the face, not including aggregate below the water table. The Contractor shall deplete the area designated for excavation.

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- The Contractor shall initially work the entire depth of the face, including all suitable aggregate even if the pit face is of minimum depth.
- (ii) The completed products will be stockpiled in the designated locations or as directed by the Consultant. Any areas excavated or disturbed by the Contractor's operations shall be sloped to the satisfaction of the M.D. of Greenview No. 16 by the Contractor at his expense. Active faces may be sloped at 2:1. Depleted or boundary faces shall be sloped at 3:1, once all aggregate is removed. All efforts should be made to safely remove the aggregates from along the boundaries and buffer lines. These vertical faces shall then be sloped at 3:1 with the reject material available and overburden that is stockpiled north of the active phase that is shown on the plans.
- (iii) The Contractor shall remove and dispose of any metal debris or refuse generated by his crushing operations.
- (iv) The Contractor shall, at his expense, supply and maintain functional restroom facilities for the use of on-site personnel.
- (v) Discharges and/or spills of oil, diesel fuel, and/or other regulated substances shall be reported to the Consultant and appropriate authorities. The Contractor shall be held responsible for the cost of any clean up as required by Alberta Environmental and Parks (AEP) and the Municipal District of Greenview No. 16.
- (vi) Once the operating area is depleted, the Contractor shall form a collection pond for future pumping of water from the next phase of construction.
- (vii) Final inspections shall be conducted and approved by the Municipality and the Consultant prior to the Contractors demobilizing equipment from the pit.

5.14 PAYMENT FOR AGGREGATES**5.14.1 Aggregate Measurement and Payment**

The production of aggregates, including processing, crushing, stockpiling, hauling, any addition or subtraction of sands, and any other aggregate gradation adjustments and/or modifications, will be paid as per the Unit Price Schedule.

5.14.2 Measurement

Prior to stockpiling operations, the Consultant will complete an initial cross section for the base of the stockpile locations. When production of a bid item is complete, the Contractor shall level the stockpiled aggregate to a uniform shape acceptable to the Consultant. The Consultant will then measure the stockpiled product to determine the volume of acceptable material produced.

No volume allowance or adjustments will be made for settlement of a stockpile, compaction, belt scale information, or any other reason other than stockpiling methods.

There shall be two allowable stockpiling methods, as follows.

1. Truck Haul Stockpiling; and,
2. Conveyor Belt Stockpiling.

If a conveyor belt stockpile method is used, a correction factor of 0.90 t/m³ will be applied to the measured volumes for determination of Payment Quantities.

SPECIAL PROVISIONS

Costs associated with Contractor interim survey measurements will be considered incidental to the Work and no separate or additional payment will be made.

5.14.3 Payment

Payment for the production of the aggregate will be made at the unit price bid per cubic metre for the specified class of material and shall cover all costs associated with the production of the aggregate material. A complete job is called for, therefore any labour, material, equipment, tool or incidental item not specifically mentioned, but necessary for completeness, will be considered incidental to the Work and no separate or additional payment will be made.

Conveyor belt stockpiles shall have a correction factor of 0.90 t/m³ applied to the measured volumes for determination of the payment quantities. The overall Contract quantities shall be calculated using the corrected volumes, not the measured volumes.

Examples;

1. Contractor produces 20,000 m³ of aggregate, as measured, in a Truck Haul stockpile. Contractor shall be paid **20,000 m³** of the specified class of material.
2. Contractor produces 20,000 m³ of aggregate, as measured, in a Conveyor Belt stockpile. Contractor shall be paid (20,000 x 0.90) = **18,000 m³** of the specified class of material.

These correction factors and conversion rates are non-negotiable.

No separate payment will be made for supply of aggregate, BLF or haul of aggregate-related items. The cost of this work will be considered included in the unit price bid for the class of aggregate produced.

No payment will be made for material rejected by the Consultant, or material that does not meet the applicable specifications. Rejected materials shall be stockpiled at a location suitable to the Consultant.

5.14.4 Quantity Variances from Contract - Crushed Aggregates

Quantity Variances for crushed aggregates will be subject to the following penalties and bid price modifications;

- (i) Contractor produces below 90.0% Contract Quantity – Contractor will be required to re-mobilize forces to complete the Contract at applicable unit price bid. Failure to re-mobilize and complete the Works shall be considered abandonment of the Work.
- (ii) Production between 90.0% and 94.9% Contract Quantity – The Contractor will be paid 90% of the applicable bid item for the actual quantity produced.
- (iii) Production between 95.0% and 105.0% Contract Quantity – Contractor will be paid 100% of the applicable bid item price for the actual quantity produced.
- (iv) Production between 105.1% and 109.9% Contract Quantity – Contractor will be paid 60% of the applicable bid item price for material produced over 105.1% and under 109.9% of the Contract Quantity.

SPECIAL PROVISIONS

- (v) Production over or equal to 110.0% Contract Quantity – Quantities measured in excess of 110.0% of the Contract quantity will not be paid for but will be the property of the Owner.

The following table details the Unit Price Adjustments.

Percentage of Contract Quantity Produced (%)	Unit Price Adjustment/Penalty Assessment
≤90.0	Considered abandonment of Work
90.1 to 94.9	90% of Unit Price for actual quantity produced
95.0 to 105.0	Unit Price paid for actual quantity produced
105.1 to 109.9	60% of Unit Price for bracketed quantity
≥110.0	No Payment

No payment will be made for the following:

- (i) Quantities of surplus crushed aggregate in excess of those calculated in (v) above.
- (ii) Material which was rejected by the Consultant, or which does not meet the applicable specifications.
- (iii) Reject oversize aggregate.

5.15 AGGREGATE QUALITY TESTING

For this Contract, the County does not require the Contractor to provide Quality Control Testing, as outlined in the *Standard Specifications for Highway Construction*, Section 3.2.3.2.3 'Quality Control Testing'. Should the Contractor choose not to provide Quality Control Testing, the Contractor is not relieved of the responsibility to produce aggregates that meet the Contract specifications in all respects.

The Consultant will provide Quality Assurance Testing under this Contract. The test results will be provided to the Owner and the Contractor as soon as they are available. The frequency of testing for each material type will be decided prior to commencement of crushing operations.

The Consultant may inspect the aggregate production process and test the quality of material produced at any time and as often as is deemed necessary.

Should the Contractor choose to provide Quality Control Testing, the testing shall be done by a Professional Engineering Services firm and by a qualified laboratory licensed to practice in the Province of Alberta. Payment for this testing will be considered incidental to the unit price bid for the class of aggregate material.

Acceptance or rejection of aggregate materials placed in stockpile will be based on the Quality Assurance test results provided by the Consultant.

5.16 DESIGNATION 4 - CLASS 25

For this Contract, the following specification tolerances will apply for this designation and class of material.

SPECIAL PROVISIONS

	Des 4 – CI 25	
µm Sieve Size	Percent Passing	
40,000		
25,000	100	
20,000		
16,000		
12,500		
10,000	30-77	
5,000	15-55	
1,250	0-30	
630		
315		
160		
80	0-12	
% Fracture	40+	

5.17 CONTRACT QUANTITIES

The quantities shown below and in the Unit Price Schedule are approximate. The Contractor will have no claim against the Municipal District of Greenview No. 16 or WSP for an increase or decrease in quantities.

Designation 4, Class 25 (1") 65,000 m3 +/-

5.18 CONTRACTOR PERFORMANCE EVALUATION**5.18.1 General**

The following Contractor Performance Evaluation System Specification shall apply to this contract. This specification is designed to maintain an acceptable level of performance from Contractors carrying out work for the Municipal District of Greenview No. 16. It will also provide a means to identify Contractors with acceptable performance records and to provide a means to identify and deal with Contractors with unsatisfactory or unacceptable performance records.

A record of the performance of Contractors will be maintained to identify the following:

- (a) Those Contractors who by virtue of satisfactory performance (as defined herein) will continue to be eligible to submit tenders for work with the Municipality.
- (b) Those Contractors who by virtue of unsatisfactory performance (as defined herein) may be subject to having their bidding privileges suspended by the Municipality for a period of time determined by the Municipality based on a review and an evaluation of their contract work on a particular project.
- (c) Those Contractors who by virtue of unacceptable performance (as defined herein) who may have their bidding privileges suspended based on an evaluation of their contract work on a particular project and other projects completed for the Municipality.

SPECIAL PROVISIONS

During the execution of the work of the contract and prior the issuance of a Construction Completion Certificate under the contract, the Contractor shall be notified by the Consultant if the work is not proceeding or being completed in a satisfactory manner. Unacceptable performance may result in the suspension of bidding privileges for a period of time to be determined by the Municipal District of Greenview No. 16.

5.18.2 Performance Rating Methodology

The Contractor's performance in this category will be evaluated on a points rating system relative to quality of work performed, timeliness in completing work, and management/administration of contracts/work. This evaluation will be completed within thirty (30) days of the issuance of a Construction Completion Certificate for the project; or the abandonment of the work by the Contractor; or the termination of the work of the Contractor under the contract by the Municipality.

5.18.3 Quality of Work Performed (50 points)

The quality of the Contractor's work in conformance with contract documents and industry standards will form the basis for points awarded in this category.

Where the Contractor's performance is in conformity with the contract documents and industry standards the Contractor's work will be defined to be "Acceptable" and the Contractor will receive a score of fifty (50) points on the Contractor Performance Evaluation Form (CPEF).

Where the Contractor's performance is not in conformity with the contract documents and industry standards the Contractor's work will be defined to be "Unacceptable" and the Contractor will receive a score of zero (0) points on Contractor Performance Evaluation Form (CPEF).

5.18.4 Timeliness in Completing Work (25 points)

Conformance to the specified schedule in the contract in relation to circumstances within the Contractors control will form the basis of points awarded in this category.

Time shall be of the essence in all Municipal District of Greenview No. 16 contracts.

The normal risks associated with contracting are not to be considered as causes beyond the Contractors control.

Delays caused by sub-contractors are the prime Contractor's responsibility.

Timeliness deals with the Contractor's performance from the date of award to the date of substantial completion. The Contractor's performance on activities such as clean up and addressing identified deficiencies in the work shall be taken into account under the Management rating.

Where the Contractor completes the work on time in accordance with date(s) for completion of the work as set out in the contract documents or the adjusted Contract Completion date(s) as approved by the Municipality pursuant to the specifications, the Contractor's work will be defined to be "On Time" and the Contractor shall receive a score of twenty-five (25) points on the Contractor Performance Evaluation Form (CPEF).

Where the Contractor completes the work during the same fiscal year that the work was scheduled to be completed in but not in accordance with the date(s) for completion of the work as set out in the contract documents or the adjusted Contract Completion date(s) as approved by the Municipality pursuant to the specifications, the Contractor's work will be defined to be

SPECIAL PROVISIONS

“Late” and the Contractor shall receive a score of fifteen (15) points on the Contractor Performance Evaluation Form (CPEF).

Where the Contractor completes the work during the following or a subsequent fiscal year other than the fiscal year that the work was scheduled to be completed in, not in accordance with the schedule for completion of the work as set out in the contract documents or the adjusted Contract Completion date as approved by the Municipality pursuant to the specifications, the Contractor’s work will be defined to be “Very Late” and the Contractor shall receive a score of zero (0) points on the Contractor Performance Evaluation Form (CPEF).

The term “fiscal year” as used in this section means a period from January 1 of a given calendar year to December 31 of the same calendar year.

5.18.5 Management/Administration of Contract (25 points)

This category evaluates the extent to which the Contractor takes charge of and effectively manages/administers a project without undue effort required by the Consultant or the Municipality. Items to be considered include:

- (i) Superintendent’s performance, work site coordination;
- (ii) Scheduling of work;
- (iii) Suitability and availability of equipment for the project;
- (iv) Completion of deficiency repairs;
- (v) Interpretation of Contract documents;
- (vi) Clean up of the work area;
- (vii) Administration of extra work orders, progress claims and other pertinent documentation;
- (viii) Responsiveness to direction and instructions of Consultant and the Municipality;
- (ix) Quotation reasonableness on extra work orders;
- (x) Payment of accounts to suppliers, sub-contractors, employees and
- (xi) Adherence to safety and environmental regulations and specifications.

Where the Contractor performs the work in accordance with the specifications, complies with construction schedules, effectively coordinates the work with good communication, planning and organization with its staff, suppliers, sub-contractors, Consultant, the Municipality and all other interested and involved individuals to meet all the requirements of the Contract documents the Contractor will be defined to be “Above Average” and the Contractor shall receive a score of twenty-five (25) points on Contractor Performance Evaluation Form (CPEF).

Where the Contractor performs the work in accordance with the specifications with minor direction from the Consultant, complies with construction schedules with minor deviations that do not result in a failure to meet the completion date(s) of the contract, coordinates the work with good communication, planning and organization with its staff, suppliers, sub-contractors, the Consultant, the Municipality and all other interested and involved individuals, landowners or agencies to meet all the requirements of the Contract documents with some minor problems the Contractor will be defined to be “Average” and the Contractor shall receive a score of fifteen (15) points on the Contractor Performance Evaluation Form (CPEF).

Where the Contractor performs the work with constant attention and direction from the Consultant, and the work completed consistently fails to comply with the specifications, and or fails to comply with construction schedules, and or ineffectively coordinates the work through communication, planning and organization with its staff, suppliers, sub-contractors, the Consultant, the Municipality and fails to meet all the requirements of the contract documents,

SPECIAL PROVISIONS

the Contractor will be defined to be “Below Average” and the Contractor shall receive a score of zero (0) points on the Contractor Performance Evaluation Form (CPEF).

5.18.6 Interpretation of Rating for the Contractor Performance Evaluation Form (CPEF)

The interpretation of points rating under the Contractor Performance Evaluation Form (CPEF) will be as follows:

- (a) 80 - 100 shall be defined as “Satisfactory Performance”. A Contractor in this category will continue to be eligible to bid on work for the Municipal District of Greenview No. 16;
- (b) 51 - 79 shall be defined as “Unsatisfactory Performance”. The Contractor’s level of performance needs to be improved. A Contractor in this category will be put on notice that a review of that Contractor’s bidding privileges is to occur and that that Contractor’s bidding privileges on work for the Municipality may be suspended based upon a review of the Contractor’s performance on the current Contract and on previous Contracts for the Municipality; and
- (c) 0 - 50 shall be defined as “Unacceptable Performance”. A Contractor in this category will be put on notice that a review of that Contractor’s bidding privileges is to occur and that that Contractor’s bidding privileges on work for the Municipal District of Greenview No. 16 may be suspended based upon a review of the Contractor’s performance on the current Contract.

5.18.7 Completion of the Evaluation Report

Completion of a Contractor Performance Evaluation Form (CPEF) is required for this project.

The Contractor Performance Evaluation Form (CPEF) will be completed by the Consultant within thirty (30) days of the earlier of: the issuance of the Construction Completion Certificate for the project; or the abandonment of the work by the Contractor; or the termination of the work of the Contractor under the contract by the Owner. This report will be signed by the Owner, and distributed to the Contractor with the Final Construction Completion Certificate.

5.18.8 Suspension of Bidding Privileges

The Municipal District of Greenview No. 16 will record the Contractor Performance Evaluation Form (CPEF) for the Contractor’s rating on this contract and maintain a record of the Contractor’s assessment on previous contracts.

Contractors receiving an “Unsatisfactory” rating on the Contractor Performance Evaluation Form (CPEF) will be notified in writing by the Municipality that their performance needs to be improved. A Contractor in this category will be put on notice that a review of that Contractor’s bidding privileges is to occur and that that Contractor’s bidding privileges on work for the Municipality may be suspended based upon a review of the Contractor’s performance on the current Contract and on previous Contracts for the Municipality.

The decision to suspend the bidding privileges of a Contractor and for what period of time in any particular instance shall be at the sole discretion of the Municipal District of Greenview No. 16 after they have reviewed the facts and circumstances, including any and all Contractor Performance Evaluations, and will be communicated to the Contractor in writing from the Municipality.

If a suspension of bidding privileges is approved by the Municipality, then all future bids from the Contractor will be rejected prior to tender opening.

SPECIAL PROVISIONS

Alternatively, any tenders from a Contractor under suspension, discovered after tender opening, will be marked “disqualified”.

Suspensions apply to all Municipal District of Greenview No. 16 tendered projects. Attempts by suspended companies to submit tenders under a new company name or structure (successor corporations) are to be rejected. It is incumbent on the “new” company to establish the merits of having the opportunity to tender.

5.18.9 Reinstatement of Bidding Privileges

The duration of suspensions may vary depending upon individual circumstances but will generally be for at least one (1) year and/or until the circumstance giving to the suspension is addressed to the satisfaction of the Municipality.

A Contractor’s suspension may be lifted by the Municipality upon written request from the Contractor and demonstration of the satisfaction to the Municipality of the Contractor’s ability to perform satisfactorily in future: for instance, successful completion of comparable projects for others since the time of suspension, identification and correction of problems that led to the suspension, etc., or where the suspension relates to the Contractor’s failure to perform corrective work related to a warranty that suspension may be lifted by the Municipality when the warranty work has been completed to the satisfaction of the Consultant and that Contractor has satisfied the Municipality regarding the steps that that Contractor will take in future to avoid the occurrence of such defects.

In the event of reinstatement, the Contractor must achieve a “Satisfactory” rating on the first subsequent contract in order to retain eligibility to continue bidding Municipal District of Greenview No. 16 projects.

5.18.10 Contractor Request to Review the Contractor Performance Evaluation Form (CPEF)

A Contractor may request a review be conducted by the Municipality of a Contractor Performance Evaluation done by a Consultant on the Contractor Performance Evaluation Form (CPEF) by submitting a written request, with supporting documentation, to the Municipality.

The review in question will be conducted by the Municipal District of Greenview No. 16. The results of that review which will be completed within sixty (60) days of the request for a review will be communicated in writing to the Contractor.

5.18.11 Confidentiality of Information

Information compiled through the Contractor Performance Evaluation System is intended solely for internal use by the Municipality. Evaluation information related to a particular Contractor(s) will not be released to outside parties, such as reference checks from other tendering agencies, without the consent of the affected Contractor(s).

The following Contractor Performance Evaluation System Specification shall apply to this Contract. This specification is designed to maintain an acceptable level of performance from Contractors carrying out work for the Municipal District of Greenview No. 16. It will also provide a means to identify Contractors with acceptable performance records and to provide a means to identify and deal with Contractors with unsatisfactory or unacceptable performance records.



REQUEST FOR DECISION

SUBJECT: **2023 Bin Truck Tender Award**
SUBMISSION TO: REGULAR COUNCIL MEETING
MEETING DATE: May 9, 2023
DEPARTMENT: ENVIRONMENTAL SERVICES

REVIEWED AND APPROVED FOR SUBMISSION
CAO: SW MANAGER: DB
DIR: RA PRESENTER: LB
LEG:

STRATEGIC PLAN: Governance

RELEVANT LEGISLATION:

Provincial (cite) – NA

Council Bylaw/Policy (cite) – Expenditure and Disbursement Policy (Policy 1018)
Vehicle and Equipment Replacement Policy (Policy 4006)

RECOMMENDED ACTION:

MOTION: That Council award the purchase of one new 2024 Freightliner 114SD Tandem Truck Chassis with Hook Lift Attachment to Western Star and Freightliner of Grande Prairie as quoted for \$299,460.00, with funds to come from Environmental Services 2023 Capital Budget. Price may be subject to change if the pricing is adjusted for the 2024 production year which is not set yet.

BACKGROUND/PROPOSAL:

Council approved the purchase of one new Tandem Hook Lift Truck for Environmental Services in 2023 Capital Budget for \$300,000. The current truck, A201, is a 2018 Freightliner 114 SD with 265,000km (62,353 km/year). As per Council Equipment Replacement Policy 4006, Point 8; Heavy Duty Vehicles; 10 years/300,000 km replacement is why Administration has made the recommendation.

Administration understands that the current vehicle has not met Policy, however in discussion with industry representatives, it will take until 2024-2025 to acquire the tendered bin truck. The estimated mileage between 2024-2025 is 375,000 km.

Administration recommends purchasing the Freightliner 114SD with XR18S hook lift, based on meeting specification and earlier estimated delivery of early-mid 2024. Although this is not the lowest bid Greenview can expect an earlier delivery (6 months) than all other bids received.

Western Star and Freightliner Trucks of Grande Prairie has indicated in their cover letter, that if a build slot becomes available in 2023, there is a chance, Greenview could potentially see this truck in 2023.

This truck services bins at our transfer sites in the DeBolt, Puskwaskau, Sandy Bay, New fish creek, Sunset House, Sweathouse, Little Smoky and Sturgeon Heights. It also hauls the skid steer and performs many functions for the solid waste department.

Administration posted this request for tender January 27, 2023, and closed February 28, 2023. It was downloaded by 18 vendors with two of those submitting bids, one of the vendors bid with 6 different truck and attachment configurations. The seven bid responses are tabled below with comments specific to each bid.

Supplier	Make	Model	Price per Unit	Comments
*Western Star and Freightliner Trucks of Grande Prairie	Freightliner	114 SD with XR18S lift	\$299,460.00	Cummins X12 engine with Allison 4500 RDS Transmission, Hiab Multilift XR18S Hook Lift. Expected delivery late first quarter 2024. With extended warranties included
Diamond International	International	Workstar 613HV with XR18S lift	\$297,595.79	Workstar HV613 SBA with A26 engine, Allison 4000 RDS transmission. expected delivery late 2024/ early 2025 with extended warranties included
Western Star and Freightliner Trucks of Grande Prairie	Freightliner	114SD with PHT22L Lift	\$269,860.00	This hook lift model from Palfinger as quoted does not meet the Specified Weight ratings required
Western Star and Freightliner Trucks of Grande Prairie	Freightliner	114SD with SL406 lift	\$303,935.98	Qualifying bid, different make and model of attachment
Western Star and Freightliner Trucks of Grande Prairie	Western Star	47X with XR18S lift	\$321,950.00	Qualifying bid, different make and model of chassis
Western Star and Freightliner Trucks of Grande Prairie	Western Star	47X with PHT22L lift	\$292,350.00	This hook lift model from Palfinger as quoted does not meet the Specified Weight ratings required
Western Star and Freightliner Trucks of Grande Prairie	Western Star	47X with SL406 lift	\$326,425.98	Qualifying bid, different make and model of chassis
* Recommended by Administration				

Pricing may adjust due to 2024 pricing not being determined at this time.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommended action is Greenview will have reliable equipment to continue providing a level of service, transporting solid waste.
2. The benefit of the recommended action is Greenview will be meeting policy for replacement.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage to the recommended motion is Greenview will be committing to a purchase of a replacement fleet unit that may not be delivered for more than 12 months and/or at the agreement price.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to not award this purchase and continue to run the current unit; Administration does not recommend this action because this goes against vehicle replacement policy and will cost additional maintenance and depreciate the asset further.

Alternative #2: Council has the option to award the tender to one of the other bids received.

FINANCIAL IMPLICATION:

Direct Costs: \$299,460.00

Ongoing / Future Costs: Ongoing maintenance as required for life of unit in the future while operated and in service of Greenview.

STAFFING IMPLICATION:

Staffing implications moving forward include proceeding with purchasing the Bin Truck if Council so chooses. To date it is estimated Administration has spent 10 hours on the project with an anticipated additional 5 hours from multiple departments.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will inform the interested parties of Council's decisions accordingly.

ATTACHMENT(S):

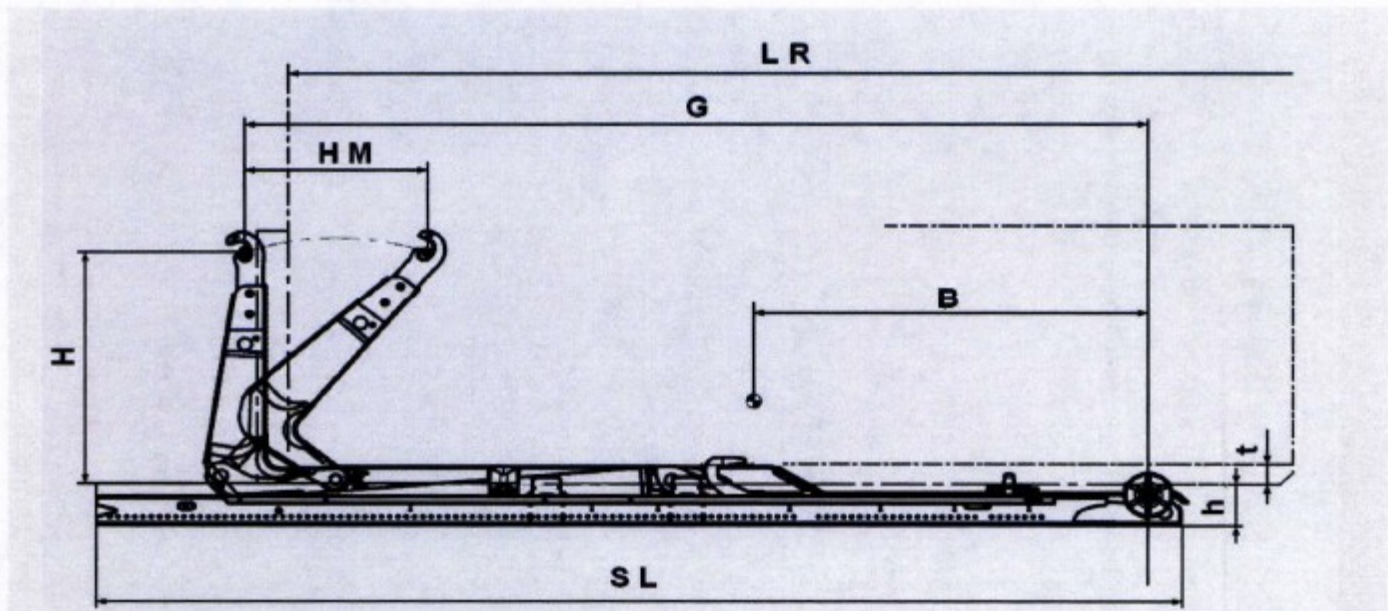
- Bin Truck Spec
- Hook Lift Dimensions
- Tender Information

Type	T, Tilting hook arm
Capacity	18 t
G-Length	51

Weight (kg)	1880
Tipping angle (°)	49
Max. Operating pressure (MPa)	30
Recommended oil flow (l/min)	80

Theoretical cycle times in seconds (s) based on recommended oil flow	
Unloading	45
Unloading using Fast Speed option	15
Loading	35
Tipping	40
Tipping using Fast Tipping option	13
Lowering	29
Complete cycle	149
Complete cycle using speed options	92

Body width (mm)	1070
B = Centre of Gravity (mm)	2800
G = Exact G-Length (mm)	5080
H = Hook height (mm)	1570
h = Installation height (mm)	230
t = Free tunnel height (mm)	120
H M = Horizontal Movement (mm)	990
L R = Min/Max Body Lengths (m)	4,3 - 6,1
S L = Subframe Length (mm)	5758



Dimension of bins used: overall length is 252 inches. From front to center of locks is 186.5 inches

4.3 Tender Conditions

Bidders shall carefully read the Request for Tender documentation and submit tenders subject to all conditions contained in the tender documents. Bidders shall make all investigations necessary for estimating as to the conditions under which the work must be carried out and its nature and location. The submission of a tender by a Bidder shall be construed by Greenview to mean that the Bidder agrees to abide by and carry out all conditions set forth in the tender documents.

4.4 Tender Clarification

Should the Bidder find, during examination of the tender documents, any discrepancies, omissions, ambiguities, or conflicts on or between the tender documents or be in doubt as to their meaning, the Bidder shall bring the question to the attention of the person noted via e-mail only, not less than three days before the tender closing time. The questions will be reviewed, and where information sought is not clearly indicated, Greenview will issue addenda, which will become part of the tender documents. Should the Bidder fail to bring the discrepancy, omission, ambiguity or conflict to the attention of Greenview as to the resolution of such discrepancy, omission, ambiguity or conflict and it will be deemed that the Bidder has included the costliest alternative in its tender.

4.5 Error in Tender

No tender shall be altered, amended, or withdrawn after the time specified for opening tenders. Negligence on the part of the Bidder in preparing the tender documents confers no right for the withdrawal of tender after it has been opened.

4.6 Substitutions

Bidders are encouraged to quote substitutions or alternate items unless specifically identified as no substitution (no sub), but the responsibility of obtaining "equal to or exceeding" quality lies solely with the Bidders. Each alternate submission should include brochures, performance, and test dates, etc., that will confirm "equal to or exceeds" quality specifications requested. Greenview reserves the right to have the Bidder provide samples of alternate/substitution items for evaluation without any cost incurred by Greenview.

Greenview reserves the right to accept or reject any alternate/substitution.

4.7 Discussion

Greenview reserves the right to conduct discussions with any Bidder that submitted a tender to assure full understanding of the tender submitted.

4.8 Tender Award

A Tender award decision may be made after Greenview has had an opportunity to examine and evaluate all Tenders in detail. Greenview reserves the right to reject any or all Tenders and to accept any part of one or more Tenders. The decision of Greenview is final.

In addition to price and total acquisition cost, consideration may be given to other factors in determining the successful bidder, including, but not limited to:

- the ability of, and skill of the bidder to provide the goods or services requested.
- the ability of the bidder to perform the contract or provide the services promptly or at the time specified without delay or interference.
- the character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- the quality and performance of previous contracts, goods, or services, provided by the bidder.
- the sufficiency of the financial resources and the ability of the bidder to perform the contract or provide the goods or services.
- the quality, availability and adaptability of the goods or contractual services to the particular use required, and the ability to best meet the Greenview's operational needs.
- the ability of the bidder to provide future maintenance and services for the items acquired.
- the number and scope of conditions attached to the bid.
- Greenview will not consider purchasing or procuring goods or services from any contractor or supplier that involved in litigation against Greenview. No consideration will be given for a period of five years from the conclusion of the litigation unless otherwise directed by Council.
- the lowest of any tender/quote/proposal will not necessarily be accepted.

Prices to be effective for 60 days from tender closing.

Purchase price to be paid 28 days from delivery and the receipt of the invoice. If a deposit of no more than 15% is required by the Successful Bidder and accepted by Greenview, and after the award of the tender and a purchase order is issued; Greenview will provide a Letter of Intent or pay the deposit from an issued invoice within 28 days of receipt of the invoice.

This Tender does not commit Greenview to award a contract or to pay any cost incurred in the preparation of a tender, provision of samples, or attendance at a pre or post-award site meeting.

4.9 Tender Requirements

Requirements are as listed and detailed under Minimum Conditions/ Specifications located in section 7.0 of this document.

4.10 Contract Period

The contract period will be based upon the full machine warranty terms and conditions. Contractor to supply costs for additional extended warranties.

6.0 REQUIREMENTS

6.1 Purpose

The purpose of this Request for Tender is to solicit tenders from Bidders / Vendors who can supply a tandem truck chassis with hook lift as specified.

6.2 Product Requirements

Product specifications are detailed under Minimum Conditions/Specifications section 7.1

6.3 Product Delivery

Product delivery will be made to the Municipal District of Greenview No. 16 Valleyview Operations Shop as designated by Greenview.

6.4 Product Pricing

Pricing will be submitted as per Section 7, Item 7.2 Pricing Submission.

6.5 Inspection

All materials, supplies and services provided shall be subject to Greenview's inspection.

7.0 VENDOR RESPONSE SUMMARY

SPECIFICATIONS

Tender Call for One New Truck Chassis with Hook Lift Attachment.

TRUCK CHASSIS

Indicate YES in column if unit is as specified. Vendor's Specification must be filled in completely.

Item	Minimum Conditions/Specifications	Yes/No	Explanation and/or Extra Costs
1.0	General		
1.1	<p>Greenview is replacing one hook lift truck</p> <p><u>Environmental Statement:</u> The Municipal District requires a Severe Duty Tandem Hook Bin truck unit for Municipal Solid Waste operating. This unit will be used in all weather and all types of road conditions.</p> <p>This unit must conform to all applicable Government regulations. Weather proofing and salt corrosion protection of electrical and mechanical components will have serious consideration prior to awarding of the Tender.</p> <p>Any unit bid that is deemed unsuitable for these applications will not be considered.</p>		

Item	Minimum Conditions/Specifications	Yes/No	Explanation and/or Extra Costs
2.0	Specifications		
2.1	Gross vehicle weight ratings: Front axle load 18,000 lbs. Rear axle load 46,000 lbs. The dimensions of this truck are designed to accommodate the hook lift / roll off equipment to be installed on this unit.		
2.2	Dimensions to accommodate hook lift attachment		
2.3	Wheelbase – 234"		
2.4	Conventional Cab		
2.5	Left hand primary steering provision		
3.0	Frame		
3.1	1/2X3.64X11-7/8-inch steel frame 120KSI		
3.2	Clear frame rails from back of cab to rear suspension both rails outboard		
4.0	Cab - Interior		
4.1	Driver's seat to be high back premium leather with fully adjustable air ride, lumbar, tilt, and forward and back adjustment, with 3-point seat belt retractor. Equivalent to a Legacy Gold.		
4.2	Passenger seat to be air cushion high back cloth.		
4.3	Armrest on both sides of truck.		
4.4	Cab heater with defroster to be heavy duty for harsh winter conditions, with auxiliary interior window fan.		

4.5	Heavy-duty intermittent windshield wipers, electric operated, complete with washers		
4.6	The right-hand window must operate remotely from driver's seat. RH & LH Windows Electric operated		
4.7	This unit is to have factory installed air conditioning		

Item	Minimum Conditions/Specifications	Yes/No	Explanation and/or Extra Costs
4.8	Telescoping and tilt steering in unit		
4.9	Noise Level in cab to be less than 80 Decibels		
4.10	Factory installed hands free device Bluetooth Compatible		
4.11	AM/FM radio with satellite radio installed.		
4.12	Driver and Passenger Sun Visor		
4.13	Door Activated dome lamp		
4.14	Floor Mats		
4.15	Automatic self-reset circuit breakers		
5.0	Cab Exterior		
5.1	Conventional Cab		
5.2	Air Cab Mounts		
5.3	Non-removable bug screen Mounted behind grill		
5.4	Grab handles LH/RH		
5.5	Bright Finish Radiator Shell/Hood Bezel		
5.6	Heavy Duty Cab Kit, W/Tunnel, Firewall and Dash Reinforcements		
5.7	Fiberglass Hood		
5.8	Dual 14' Round Grover Air Horn		
5.9	Single Electric Horn		
5.10	Single Horn Shield		
5.11	All Locks Keyed the same		
5.12	Roof Mounted Beacon Lights: Double Beacon Mounted Each Cab Corner LED 9' Base x 7' Height.		
5.13	LED D.O.T. Approved Headlights		
5.14	Aerodynamic Marker Lights		

5.15	Factory Installed Daytime Running Lights		
5.16	Integral Stop/Tail/Backup Lights		
5.17	Cab Mounted Heated Mirrors		
5.18	LH/RH 8" Heated Convex Mirrors, Bright Finish, Mounted under Primary Mirrors		

Item	Minimum Conditions/Specifications	Yes/No	Explanation and/or Extra Costs
5.19	Standard Side/Rear Reflectors		
5.20	20" x 36" Clear Rear Window		
5.21	Lower Right Door Window w/Fresnel Lens		
5.22	Gear Shifter to be Minimum 24"		
5.23	One Gallon Windshield Washer Reservoir		
5.24	White Winter front & Summer Screen		
6.0	Instrument Panel and Controls		
6.1	Low Air Pressure Light and Buzzer		
6.2	Primary & Secondary Air Pressure Gauges		
6.3	Air Restriction Indicator MTD on Intake		
6.4	Cruise Control-Elec. Soft cruise enabled		
6.5	Dash Mounted Start Control		
6.6	Automatic Back-up Alarm		
6.7	Electric Fuel Gauge		
6.8	Electrical Engine Coolant Temp Gauge		
6.9	Engine Oil Electronic Temperature Gauge		
6.10	Transmission Oil Temperature Gauge		
6.11	Electronic engine Hour Meter		
6.12	Electronic Engine Oil Pressure Gauge		
6.13	Power and Ground Wiring Provision		
6.14	Electronic Speedometer W/Odometer (KPH) W/Tripmeter		
6.15	Electronic Tachometer 3000 RPM		

6.16	Four Additional Switches in Dash		
6.17	Exhaust Temperature Monitoring		
6.18	Voltmeter		
6.19	Single Electric Windshield Wiper Motor w/Delay		
6.20	Turn Signal Switch W/Dimmer		
6.21	Integral Electronic Turn Signal Flasher Front Lamp & Mirror Mounted		

Item	Minimum Conditions/Specifications	Yes/No	Explanation and/or Extra Costs
6.22	Operator Information Center, located in driver's view		
7.0	Engine and Equipment		
7.1	Turbo charged diesel engine, minimum 450 HP, 1550 lb. ft torque Specify Engine MFG. Options and Prices		
7.2	Automatic engine fan air clutch		
7.3	A 2000-watt, 120-volt block heater, to be installed complete with a ground and a standard 3- prong plug install under LH door		
7.4	Alternator is to be a 130-amp minimum		
7.5	All Oils and Fluids to be Full and Meet OEM Specification		
7.6	Batteries shall have a cold cranking power rating		
7.7	This engine must be equipped with an internal engine Brake and exhaust brake		
7.8	Speed limit set to 70 mph		
8.0	Brake System		
8.1	Anti-Lock Braking System: WABCO Four Channel with (4 Sensor/4 Modulator)		
8.2	Mount ABS Unit in Cab not on Frame		
8.3	Standard Brake System Valves		
8.4	Brake Line Air Dryer with Heater		

8.5	Steel air reservoirs: wet, primary, and secondary to all be separate and large capacity with pull cables		
9.0	Lighting to Include		
9.1	Standard lighting configuration for head lamps, parking, cab, clearance identification and instrument panel to be included with applicable light fixtures that should be rubber mounted		

Item	Minimum Conditions/Specifications	Yes/No	Explanation and/or Extra Costs
9.2	To be equipped with two amber LED flashing beacons on cab, one on each side of the truck		
9.3	All Power Distribution Modules' and electrical junctions' box – to be mounted in weatherproof area.		
9.4	All lighting needed is to conform to the Highway Traffic Act or any other regulation including Alberta Transportation Snow Removal and Ice Control Truck Specifications.		
10.0	Steering		
10.1	To be power assisted. System is to be self-bleeding of trapped air and have a filter in the circuit		
11	Transmission		
11.1	Allison 4000 RDS automatic with PTO provision		
11.2	High-capacity oil cooler for automatic transmission.		
12.0	Rear Axle and Suspension		
12.1	Meritor RT-46-164 Rear Axle @46,000 minimum		
12.2	Rear Axle Ratio – 4.10		
12.3	Meritor Main Driveline W/Full Round Yokes		
12.4	Meritor Interaxle Driveline W/Full Round Yokes		

12.5	Driver Controlled Traction Differential Full Lockup Axle		
12.6	Interaxle and/or Differential Lockout with Indicator Light		
12.7	All Oils and Fluids to Be Full and Meet OEM Specs		
12.8	Meritor Cast Spider Cam Rear Brakes, Double Anchor, Fabricated Shoes		
12.9	Cam Brake Auxiliary Support Brackets		
12.10	Cast Iron Rear Brake Drums		
12.11	Rear Brake Dust Shields		

Item	Minimum Conditions/Specifications	Yes/No	Explanation and/or Extra Costs
12.12	2-DRV Axle Spring Parking Chambers		
12.13	Automatic Rear Slack Adjusters		
12.14	Neway 46,000 lb. with chain clearance Rear Suspension Price as option:		
12.15	Comparable OE design to Neway 46,000lb with chain clearance as Option:		
12.16	Axle Seats W/Retainers		
12.17	55" Axle Spacing		
12.18	Manual Dump Valve for Air Suspension W/Indicator LT, W/Gauge, W/Buzzer		
12.19	Transverse Control Rods		
12.20	Rear Shock Absorbers – Two Axles (Tandem) (Air Ride Suspension)		
13.0	Front Axle and Suspension		
13.1	Front Axle – 18,000 lb.		
13.2	Front Oil Seals		
13.3	Vented Front Hub Caps – Oil		
13.4	Automatic Front Slack Adjusters		
13.5	4 Quart or Greater Power Steering Reservoir		

13.6	Front Shock Absorbers		
14.0	Chassis Equipment		
14.1	12.38" Chrome Steel Swept Back Front Bumper ¼ "H.D.		
14.2	Single License Plate Bracket Below Bumper		
14.3	Front Chassis Mounted Mud Flaps		
15.0	Tires		
15.1	Rear tires are to be Good Year G741 MSD 11R24.5 16ply Radial		
15.2	Front tires are to be Good Year Armor Max MSA 325/65R – 22.5 18 PLY Radial		
15.3	All wheels are to be aluminum buds.		
Item	Minimum Conditions/Specifications	Yes/No	Explanation and/or Extra Costs
16.0	Fuel Tank		
16.1	Single Left side aluminum fuel tank 120 gal or greater		
16.2	Electric Fuel Gauge		
16.3	Factory Fuel Filtration		
16.4	DEF Tank 23 Gallon Capacity		
17.0	Color and Paint		
17.1	The color of cab unit shall be urethane No. 303 White or comparable		
17.2	Chassis – Black High Solid Polyurethane		
17.3	Chassis to be fully undercoated		
18.0	Accessibility for Service Maintenance and Repairs		
18.1	Municipal District of Greenview No. 16 reserves the right to inspect the vehicle being tendered to ensure that it meets all requirements. Vehicles judged to be inconvenient, difficult, or costly to work on may not be accepted.		
18.3	Two Service Manuals and two Operator's Manual and one Parts Manual are to be supplied with the unit.		Price per Service Manual: \$ _____

	Digital Available _____		Price per Parts Manual: \$ _____
19.0	Delivery Delivery Date: _____		
19.1	Delivery to be F.O.B. Valleyview		

SPECIFICATIONS FOR HOOK LIFT SYSTEM

Item	Minimum Conditions/Specifications	Yes/No	Explanation and/or Extra Costs
20.1	Minimum lift and carry capacity of 18 ton.		
20.2	2 speed manual control with automatic sequence control with all controls mounted in cab accessible from driver's seat.		
20.3	Fast tipping and friction relief.		
20.4	Built in diagnostics to locate defective components.		
21.1	Please state warranties for: Chassis: Responsible party _____ _____ (Vendor/Manufacturer) Duration: Months: _____ Kilometers: _____ Engine: Responsible party		

	<p>_____ (Vendor/Manufacturer)</p> <p>Duration: Months: _____</p> <p>_____</p> <p>Kilometers:</p> <p>_____</p> <p>Power Train:</p> <p>Responsible party</p> <p>_____ (Vendor/Manufacturer)</p> <p>Duration: Months: _____</p> <p>_____</p> <p>Kilometers:</p> <p>_____</p> <p>Hook Lift System:</p> <p>Responsible party</p> <p>_____ (Vendor/Manufacturer)</p> <p>Duration: Months: _____</p> <p>_____</p> <p>Kilometers:</p> <p>_____</p>		
21.2	<p>Warranty:</p> <p>Warranties are to be the responsibility of the manufacturer and/or Vendor. Warranty to be in writing with full details.</p>		
21.3	Vendors are to state for each major component the type and time of warranty		
21.4	To be 5 years/ 100,000 kms full vehicle warranty		

21.5	All warranty is to be in writing giving full details		
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REQUEST FOR DECISION

SUBJECT:	ER Spartan Wet Rescue Fire Truck		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	May 9, 2023	CAO: SW	MANAGER:
DEPARTMENT:	COMMUNITY SERVICES	DIR: MH	PRESENTER: WB
STRATEGIC PLAN:	Governance	LEG:	

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – Policy 1018: Expenditure and Disbursement, Policy 3021: Fire-Rescue Services Apparatus & Equipment Replacement.

RECOMMENDED ACTION:

MOTION: That Council approves the purchase of one (1) Spartan ER Wet-Rescue Fire Truck from Safetek Profire for a cost of \$1,199,508.28, plus GST with funds to come from the Protective Services, PS 23001.

BACKGROUND/PROPOSAL:

The purchase of a Wet-Rescue Fire Truck to replace Engine F17, a 22-year-old Fort Garry GMC – Topkick was approved in the 2023 Protective Services Capital budget (see project sheet attached). The Wet-Rescue will provide both a rescue and fire fighting capability that fits the needs of STN 31 - DeBolt. As per Policy 3021: Fire-Rescue Services Apparatus & Equipment Replacement, Engine -F17 was approaching or exceeding 15 to 20 years of age, and could be prone to corrosion, metal fatigue, and crystallization in concealed areas that can result in serious consequences. F17, despite its' low kilometres, is 22 years of age and needed to be replaced.

Administration contacted three vendors: Pierce, Rosenbauer, and Safetek. Pierce provided preliminary drawings however indicated that the delivery time would be over 36 months which did not meet our expectations for delivery. The Rosenbauer Wet-Rescue, that we reviewed met all criteria, except the estimated price was between 1,600,000.00 and 1,700,000.00. The Safetek Spartan ER Wet-Rescue Fire Truck came in under the budgeted amount of 1,200,000.00 and met all criteria. This included four-wheel drive capability and a large top-mounted emergency traffic management arrow board which was not included as part of the preliminary Pierce and Rosenbauer discussions.

Safetek Emergency Vehicles is the single-source provider for Spartan and Smeal fire apparatus, parts, and service. Safetek emergency vehicles are currently deployed with the City of Grande Prairie Fire Department, City of Edmonton Fire Department, and the City of Calgary Fire Department. Greenview Fire Representatives visited the Grande Prairie Fire Department to gather information and discuss their experience with this product. Grande Prairie Firefighters were impressed with the utility and capability of their Safetek unit.

Based on this information and after consultation with Finance and Procurement, Administration decided to utilize the Canoe Procurement through RMA to purchase a Spartan ER Wet-Rescue Fire Truck to be deployed at Station 31 – DeBolt. The benefit of utilizing Canoe Procurement is the process of purchase is expedited due to the vendor already meeting the requirements for applicable trade agreements and being a registered vendor with the Canoe Procurement Fire Fighting Apparatus Program. As a result of using this RMA-supported program, Greenview is taking advantage of a 10% savings discount of \$127,153.87.

The expected delivery for this truck is 400-600 days from the time of order.

As per policy 1018, Administration is requesting approval to finalize the purchase order in a timely manner.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that the project will move forward in alignment with applicable policies.
2. The benefit of Council accepting the recommended motion is that Station 31-DeBolt will have a Fire Engine, Wet Rescue Truck that can support both highway and rural incidents.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to not approve the recommended motion; however, Administration does not recommend this as the delay to cancel and re-tender the project will take a significant amount of time, potentially increase costs, and delay delivery due to supply chain uncertainty.

FINANCIAL IMPLICATION:

Direct Costs: \$1,199,508.28, plus GST

Ongoing / Future Costs: N/A

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Once Council decides on the above motion, Administration will complete the Purchase Order accordingly.

ATTACHMENT(S):

- Policy 1018 – Expenditure and Disbursement
- Policy 3021: Fire-Rescue Services Apparatus & Equipment Replacement.
- Project Summary for Wet Rescue Truck Summary
- Safetek Proposal Package

Project Summary

PS23001 - Rescue Truck Replacement (F17) DeBolt

Project Number	PS23001	Project Title	Rescue Truck Replacement (F17) DeBolt		
Asset Type	95350 - All Emergency Response Vehicles, ATVs etc	Department	95 - CAPEX MOTOR VEHICLES	Year Identified	2023
Start Date	2021-01-01	Completion Date	2024-12-31		
Manager	Wayne Brown	Partner	Michelle Honeyman		
Regions					
Project Description & Benefits	Rescue Truck Replacement (F17)				
Description and Benefits	Purchase of a Wet-Rescue Fire Truck to replace F17, a 22 year old Fort Garry – GMC Engine. The Wet-Rescue provides both a rescue and fire fighting capability that fits the needs of STN 31 – DeBolt for the present and well into the future. Fire apparatus approaching or exceeding 15 to 20 years of age can be prone to corrosion, metal fatigue and crystallization in concealed areas that can result in serious consequences. F17, despite its' low kilometers is 22 years of age and needs to be replaced.				
Justification	An up-to-date unit will increase the safety of responding firefighters and provide much improved rescue and firefighting capability given the advances in vehicle safety in the past 20 years. Given its ability to provide both rescue and fire suppression it provides the opportunity for a one truck response increasing safety while enroute and a one truck operation of both rescue and fire suppression at a motor vehicle collision.				

Project Forecast

Object	2023	2024	2025	2026	2027	Total
Expenditure						
9090-Capital Expense Clearing Account	1,200,000	-	-	-	-	1,200,000
Total Expenditure	1,200,000	-	-	-	-	1,200,000

**SAFETEK**

Date: April 6, 2023

To: Municipal District of Greenview

Sourcewell Member ID #AB1601

RE: Sourcewell Proposal presented using Sourcewell Vendor Contract 113021-RVG-4 for a Spartan Fire Apparatus

To Whom It May Concern;

We hereby propose and agree to furnish, after your acceptance and approval of this proposal, the following apparatus and equipment as per the specifications attached:

The Canadian Price proposed is valid for the duration stated as long as the exchange rate Safetek is able to acquire for the project remains between 1.3477 and 1.3777. Exchange rates are a variable outside the control of Safetek Emergency Vehicles and Safetek reserves the right to adjust the Canadian pricing for changes outside the stated range.

One (1) NEW Spartan ER 4 X 4 Wet Rescue.

SOURCEWELL CALC	CAD
MSRP (Total List)	\$1,251,726.29
DISCOUNT PERCENTAGE	-10.16%
DISCOUNT VALUE / SAVINGS	-\$127,153.87
SUBTOTAL	\$1,124,572.42
Non Discountable	\$74,935.86
PROPOSAL PRICE	\$1,199,508.28
PST	\$ -
GST	\$ 59,975.40
TOTAL	\$1,259,483.68

Each of which are to be built in accordance with the proposed specifications attached, and which are made a part of this agreement and contract, and to make ready for final inspection **500-600 calendar days** after date of accepted order following receipt of signed and accepted proposal and purchase order, completion of order entry process including pre-construction meeting, properly executed, subject to all causes beyond our control.

Force Majeure:

The manufacturing days proposed above are as per current expected operating conditions of the manufacturer. Any delays or impacts due to circumstances outside the control of Safetek and its manufacturers (such as but limited to global pandemic, labour shortages, delayed delivery of component parts) are not accounted for in the manufacturing days as quoted. Schedule adjustments shall be accommodated without penalty should they be necessary.

SERVING THOSE WHO KEEP OUR COMMUNITIES SAFE

30686-A Matsqui Place, Abbotsford, BC V2T 6L4 Canada

E: sales@firetrucks.ca | T: (604) 504 4590 | TF: 1 (866) 723 3835 | F: (604) 504 2415 | firetrucks.ca

**SAFETEK**

If this proposal includes a commercial chassis, delivery and order timelines are subject to change per the chassis OEM manufacturer. Should the chassis OEM alter or change the pricing or timeline, the overall project price and terms shall be adjusted.

If this proposal includes the supply and or installation of additional equipment or specification requirements that are supplied by Safetek, delays (such as but limited to global pandemic, labour shortages, delayed delivery of component parts) may affect completion and shall be accommodated without penalty should they be necessary.

Due to Global Supply Issues and the continued volatility of the supply chain and subcontractor/parts vendor pricing, surcharges, if added after the receipt of purchase order will be added to the final invoice.

Any increased cost incurred by Safetek and its manufacturers for this project (Spartan) beyond our control due to changes, additions, to State / Province / Federal Mandates, DOT, FMVSS / CMVSS, EPA, NFPA or ULC standards will be passed along to Customer as an addition to the purchase price.

Due to upcoming expected EPA engine emissions change for 2027, and depending of the timeline of the build of this apparatus, the engine proposed may have to be updated to the newer emission standard, which is mandated on vehicle manufacturers by the EPA (timeline and cost ramification has not yet been made available.)

Trips for One (1) for the Municipal District of Greenview are included for a preconstruction conference and a Final Acceptance Inspection at the factory. Due to COVID and travel restrictions factory inspections may not be possible, the safety of our customers and staff is our priority. We reserve the right to perform any inspection/meeting via web conference. Any trips not taken will be credited at the final invoice.

Payment terms:

- **PAYMENT TERMS: 100% of Proposed Amount due 30 days after delivery of the completed apparatus to the department has been included at additional cost.**
- **Please inquire if the Municipal District would like to explore alternate payment schedule.**

All warranties included are as per the component manufacturer, please see all terms and conditions in the attached warranty documents. Please direct any questions regarding warranty to your sales representative.

The amount named in this proposal shall remain valid to noon MST on Thursday, April 20th, 2023.

All provincial, federal and local taxes are not included above, but will be added to the final invoice as legally applicable. It is understood by both the Seller and the Buyer that *Change Orders* executed after contract acceptance may delay completion and delivery. It is understood by both the buyer and the seller that *Change Orders* executed after contract acceptance may increase or decrease the price. The purchase price herein is based upon all applicable provincial and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, Underwriters Laboratories of Canada, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any provincial or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard(s)

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SAFETEK



This Proposal in order to be effective and binding upon Seller must be signed and accepted by an authorized officer of Seller. The effective date of this Sales Contract will be the date it is signed and accepted by the Seller.

☒ **Bid Bond NOT required.**

☐ **Bid Bond Required**

☒ **Performance Bond / Security NOT required.**

☐ **Performance Bond / Security Required***

** Performance Bond (Surety Bond) will cover standard one year warranty period only and will not cover extended warranties offered by seller or other component manufacturer.*

Electronic Payment is preferred. Electronic payment information will be provided following order acceptance. All cheques must be made payable to Safetek Emergency Vehicles Ltd. only and delivered to Seller at its offices in Abbotsford, British Columbia.

Tax(es) and tariffs as legally applicable at time of importation will be added to the Final Invoice.

Interest will be charged for late payments.

Official ownership documents shall remain property of the seller until the purchase price is paid in full.

Upon receipt of full payment, ownership documents shall be forwarded to purchaser.

Respectfully Submitted,


Sean Montague

Inside Sales Manager

Safetek Emergency Vehicles Ltd,

We agree to accept the above proposal:

Date: _____ / _____ / _____

THE SALES PROCESS

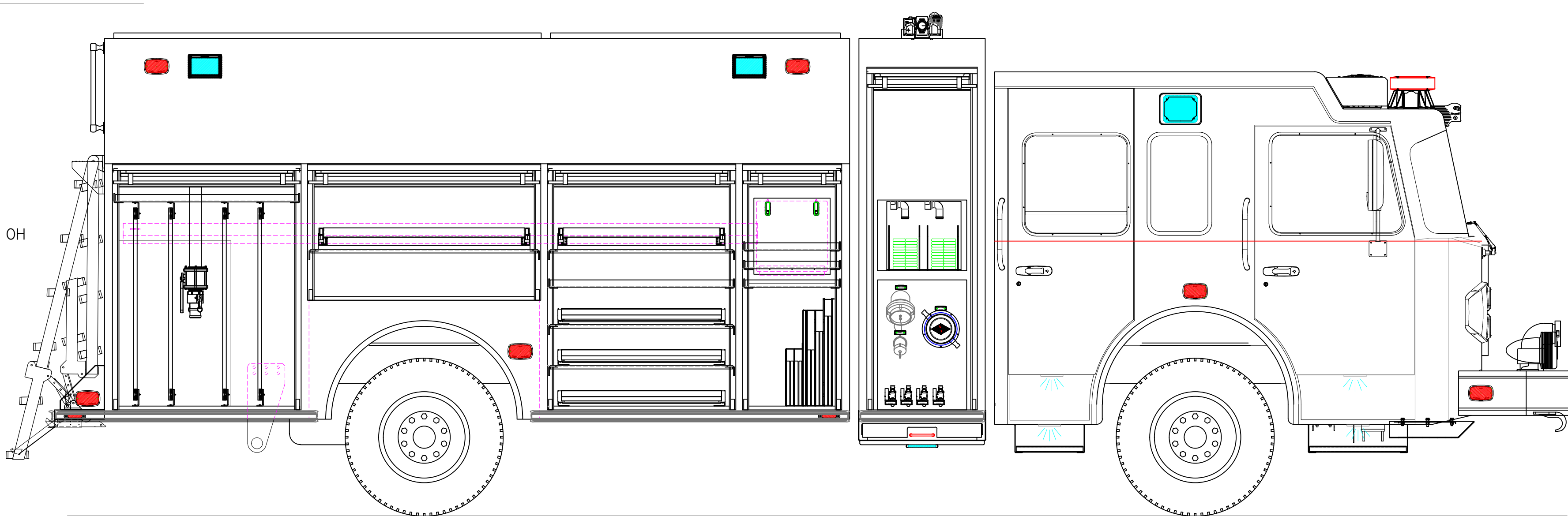
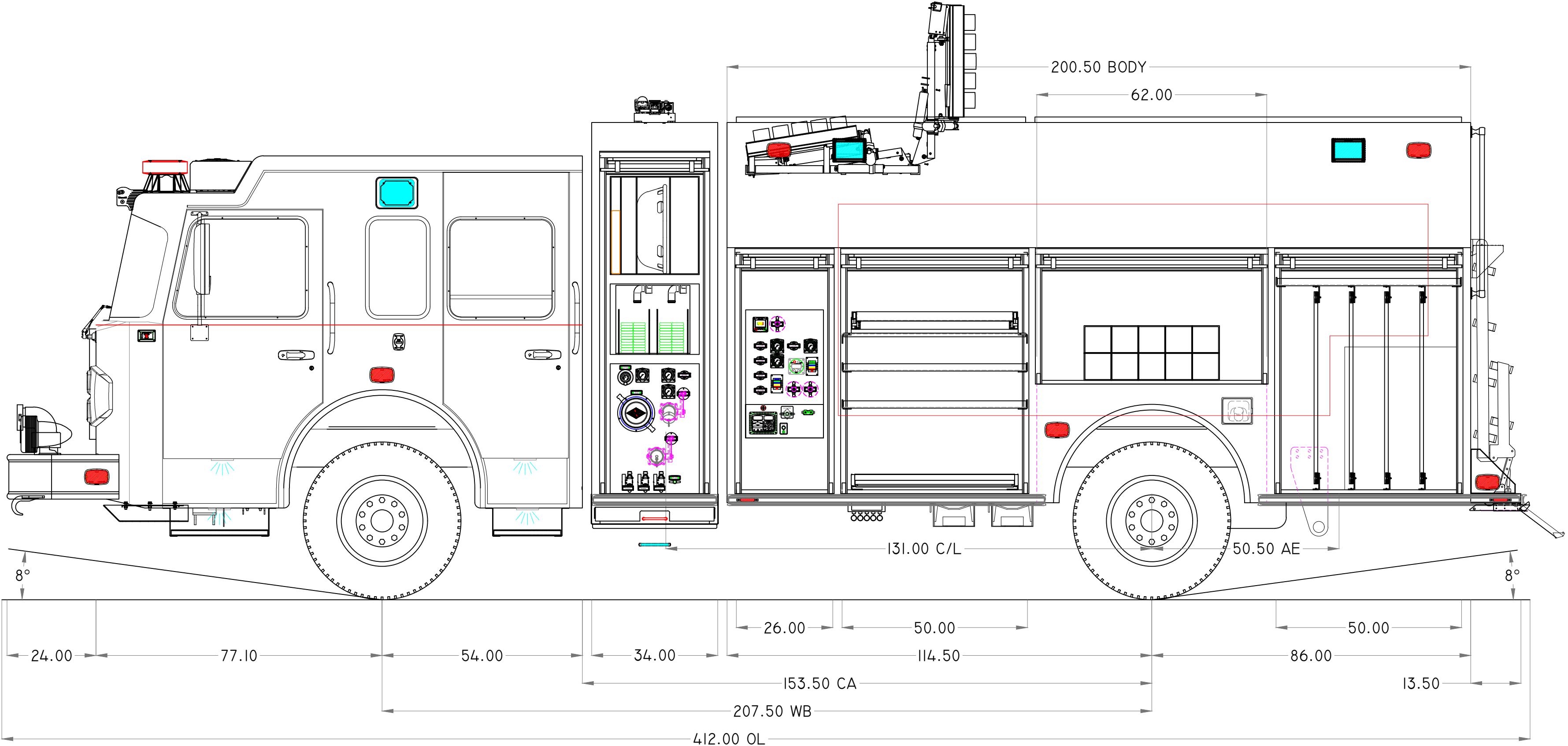
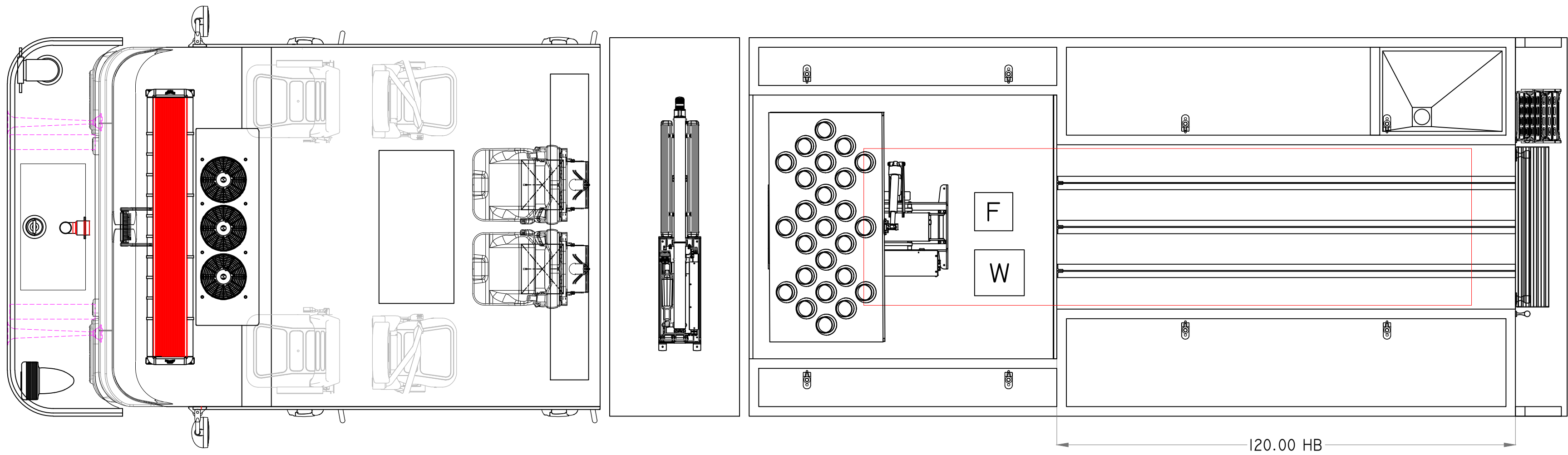
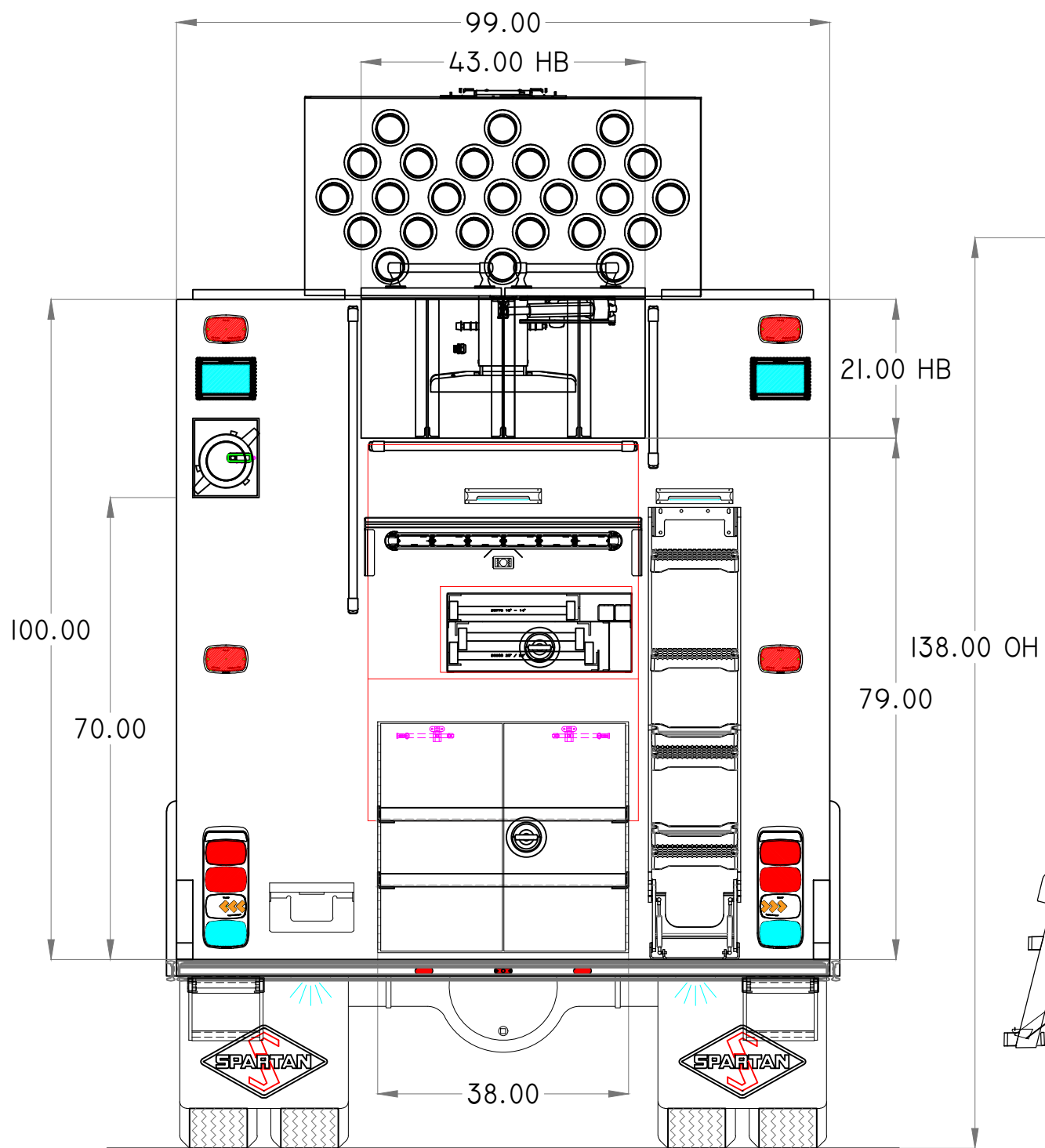
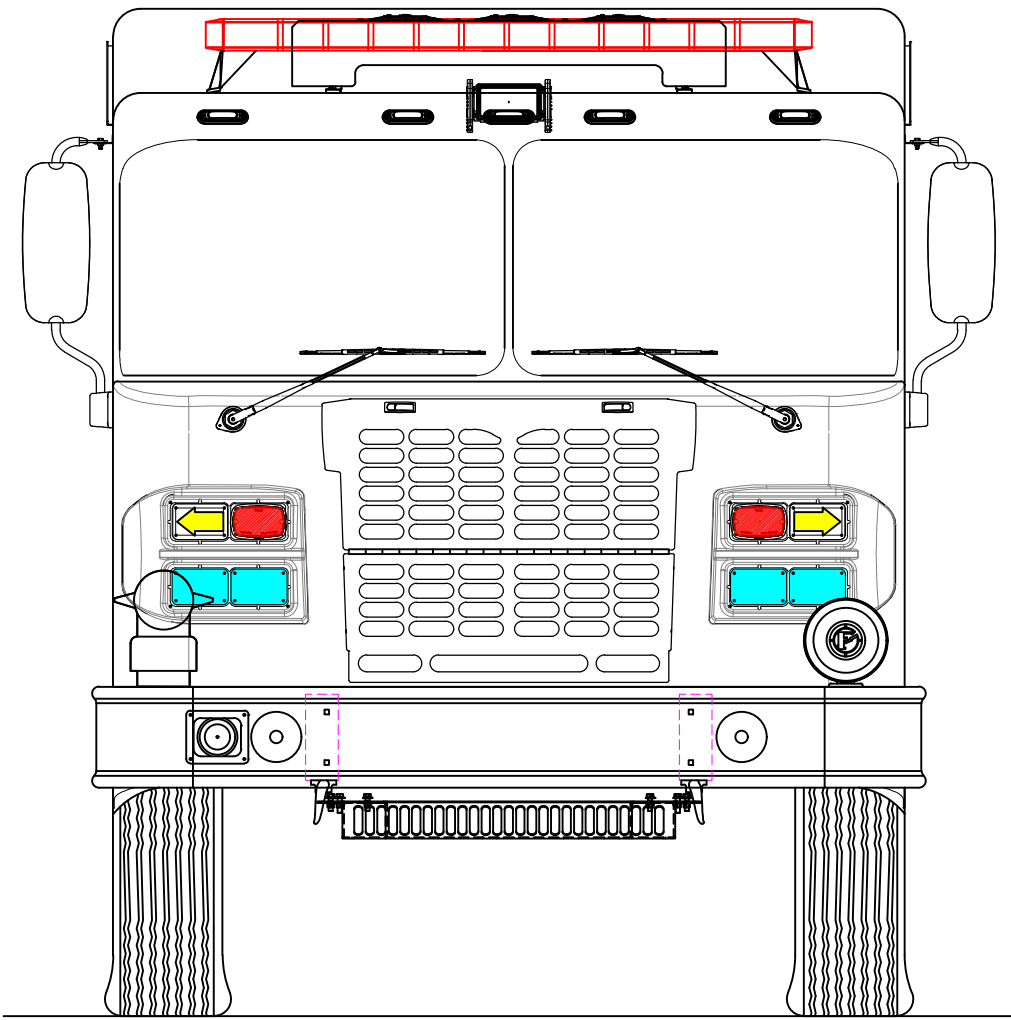
The following outline is intended to inform the purchasing customer of the standard process of an apparatus purchase from just after awarding of the contract to Safetek through the final inspection of the truck at the factory. The purpose of this document is to give department personnel a clear understanding of the procedures and the approximate timelines for each step in the apparatus manufacturing process. We look forward to delivering to you the best fire apparatus in the industry!

AFTER THE CONTRACT IS SIGNED

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REV GROUP

EMERGENCY RESPONSE

CHASSIS: SPARTAN FC-94 MFD 10RR 4x4

ENGINE: CUMMINS L9 450HP

TRANSMISSION: ALLISON 3000 EVS

AXLES: 20,000# FRONT / 27,000# REAR

MODEL: STAR PUMPER

WATER/FOAM: 1000 / 50 GALLONS

PUMP: HALE DSD 1250GPM

FOAM SYSTEM: FoAMPro 2002

GENERATOR:

DOOR FRAMED OPENINGS

COMPARTMENT	DOOR FRAMED OPENING
L1	26.0-W x 65.0-H
L2	50.0-W x 65.0-H
L3	62.0-W x 35.5-H
L4	50.0-W x 65.0-H
R1	26.0-W x 65.0-H
R2	50.0-W x 65.0-H
R3	62.0-W x 35.5-H
R4	50.0-W x 65.0-H
BI	38.0-W x 35.0-H

SPECIAL NOTES:

THE PUMP PANEL LAYOUT IS REFERENCE ONLY.
THE LOCATION OF COMPONENTS WILL CHANGES AS
REQUIRED FOR DESIGN AND CUSTOMER INPUTS
POST THE PRE-CONSTRUCTION MEETING.

CUSTOMER

THIS DRAWING IS A CLOSE APPROXIMATION OF YOUR FIRE
APPARATUS. IN ALL CASES WHERE THE DRAWING AND THE
WRITTEN SPECIFICATION DIFFER, THE SPECIFICATION SHALL
PREVAIL. PLEASE WORK WITH YOUR DEALER TO ASSURE THAT
THE WRITTEN SPECIFICATION REPRESENTS WHAT YOU WANT IN
YOUR FINISHED PRODUCT. SPARTAN EMERGENCY RESPONSE
BUILDS TO THE WRITTEN SPECIFICATION, NOT THE DRAWING
TO ASSURE THAT YOUR NEEDS ARE MET.

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE
PROPERTY OF SPARTAN EMERGENCY RESPONSE. ANY
REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE
WRITTEN PERMISSION OF SPARTAN EMERGENCY RESPONSE IS
PROHIBITED. SPARTAN FIRE, LLC. D/B/A SPARTAN EMERGENCY
RESPONSE.

I	03/15/23	NEW FILES	B.H.
0	01/06/23	INITIAL PROPOSAL	R.H.
REV	DATE	DESCRIPTION	NAME

SCALE: NOT TO SCALE

CUSTOMER: MUNICIPAL DISTRICT
OF GREENVIEW-DEBOLT

TRUCK NUMBER: 000000
DEALER: SAFETEK