



REQUEST FOR DECISION

SUBJECT: **Westview Gravel Pit – Gravel Crushing**
SUBMISSION TO: REGULAR COUNCIL MEETING
MEETING DATE: June 13, 2023
DEPARTMENT: OPERATIONS

REVIEWED AND APPROVED FOR SUBMISSION
CAO: SW
DIR: RA
LEG: SS

MANAGER: JF
PRESENTER: RA

STRATEGIC PLAN: Governance

RELEVANT LEGISLATION:

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

Council Bylaw/Policy (cite) – Policy 4014 Annual Graveling Program, Policy 1018 Expenditure and Disbursement, Motion: 23.04.219 and Motion: 23.04.220.

RECOMMENDED ACTION:

MOTION: That Council direct Administration to award a contract for crushing 100,000 tonnes of gravel at Westview Gravel Pit (SML030053) to 2128222 Alberta Ltd. o/a Paragon Custom Crushing, in the amount of \$985,000.00 plus GST, with funds to come from Operations' 2023 Forestry Trunk Road Maintenance Budget.

BACKGROUND/PROPOSAL:

The Westview Gravel Pit (SML030053) is located along KM 120 on the east side of the Forestry Trunk Road at NW-16-61-03-W6.

On April 19, 2023, as directed by Council Motion 23.04.220, Operations posted a request for tender with an updated scope of work to Alberta Purchasing Connection (APC) & Buildworks, which advertised for crushing, stockpiling, and other work to be completed at the Westview Gravel Pit (SML030053) for 100,000 tonnes of gravel. The material to be manufactured is 4:25 (1 inch crush) meeting Alberta Transportation's specifications and is to be stockpiled on-site. Other work includes mob/demob, re-sloping the pit face once work is completed, stockpiling any oversized rocks, etc....

Tenders were opened May 24, 2023, at 2:01 PM. Two bids were submitted, one from Wapiti Gravel Suppliers for \$1,479,000.00 (\$14.79/tonne), and the other from 2128222 Alberta Ltd. o/a Paragon Custom Crushing for \$985,000.00 (\$9.85/tonne).

The strategic location of the pit alongside the Forestry Trunk Road means that purchasing aggregate from another location and trucking to the site would result in a higher overall cost. Administration estimates that purchasing from the nearest gravel pit and hauling to site would cost an estimated \$1,800,000.00 combined total for purchase and hauling utilizing EOI contractor trucks.

The project costs fit within Operations' overall operational budget and the budgeted amount for this project, especially considering Council's Motion 23.01.16 to suspend the 2023 road re-gravelling program where deemed appropriate, excluding the Forestry Trunk Road.

Proponent's Name	Met Mandatory Requirements (Yes or No)	Evaluation Score (Overall score or N/A)	Tendered Amount	Budget
Wapiti Gravel Suppliers, a Division of N.P.A. Ltd.	Yes	N/A	\$1,479,000.00	\$1,000,000.00
2128222 Alberta Ltd. o/a Paragon Custom Crushing	Yes	NA	\$ 985,000.00	\$1,000,000.00

Evaluation Matrix (If applicable): N/A

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that Greenview will have gravel available for road maintenance and repairs on the Forestry Trunk Road.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to reject or delay the motion. Administration does not recommend this, as the contract specifies a completion date of on or before October 31, 2023 and would delay the production of the materials for road maintenance and repairs on the Forestry Trunk Road.

Alternative #2: Council has the alternative to direct Administration to find alternative sources of gravel. At this time, Administration does not recommend this course of action as the overall costs would be higher.

FINANCIAL IMPLICATION:

Funding to come from the 2023 Operation's Forestry Trunk Road Maintenance Budget.

Direct Costs: \$985,000.00 + GST

Ongoing / Future Costs: Ongoing costs would be the use of the crushed gravel for road maintenance and repairs in the area.

STAFFING IMPLICATION:

Staffing implications moving forward include proceeding with awarding a contract if Council so chooses. To date it is estimated Administration has spent 18 hours on the project with an anticipated additional 18 hours should a contract be awarded. This includes administrative time, site visits, pre and post construction inspections, annual operating reports, etc.

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:

If Council passes the motion, Administration will inform 2128222 Alberta Ltd. o/a Paragon Custom Crushing of the decision, engage in a contract and work can proceed.

ATTACHMENT(S):

- Map – SML030053 – Westview Gravel Pit
- Recommendation Letter – 2023 Westview Gravel Crushing
- 2023 Westview Paragon Custom Crushing Submission Pages & Addenda
- Tender 2332-009 2023 Westview Gravel Crushing – Unofficial Results
- 2023 Westview Crushing Instructions to Bidders
- 2023 Westview Crushing Special Provisions
- 2023 Westview Crushing Tender & Amendment Forms
- Motions 23.04.219 & 23.04.220



**SML030053 - Westview
Gravel Pit
SE-20-61-3-W6**

Legend

Gravel Pits



Pit

Roads-Jurisdiction

— Municipal

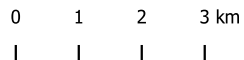
— Private

--- Paved Highways

□ Cadastre

■ Hydro Area

— Hydro Line



1:120,000

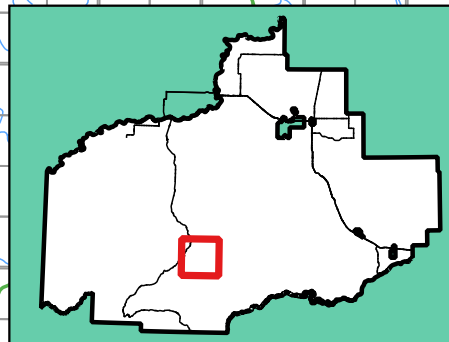
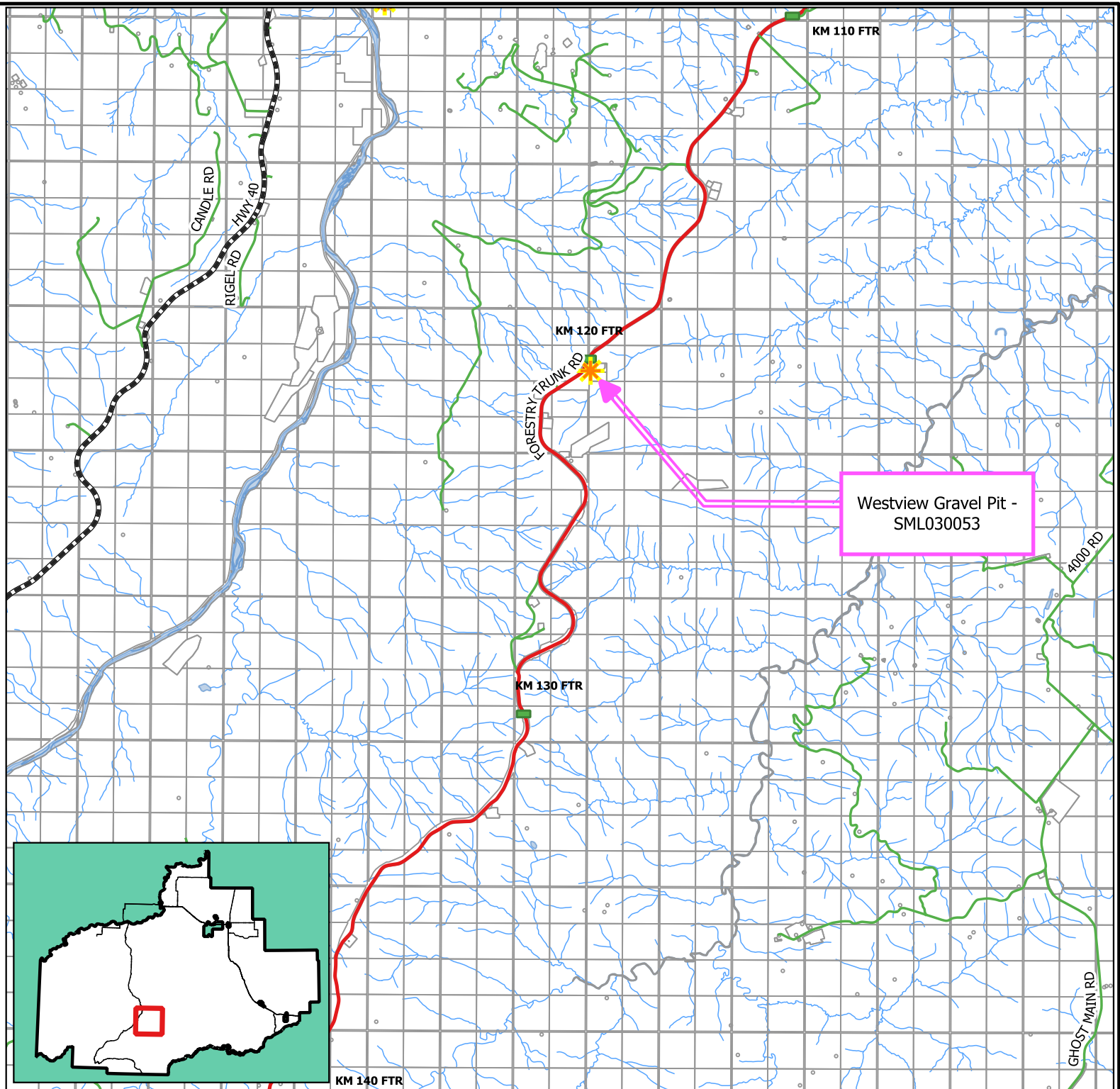
Produced: February 08, 2023 Projection UTM 11N NAD83

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NOT RESPONSIBLE FOR ERRORS OR OMISSIONS



May 24, 2023
File No: 2332-009

Municipal District of Greenview No. 16
4811 – 36th Ave
Valleyview, AB
T0H 3N0

ATTN: Mr. Josh Friesen

**RE: Tender No. 2332-009
Westview Pit Crushing**

The tenders for the above noted project were opened at 2:01pm on Wednesday, May 24, 2023. Two (2) tenders were received. The following is a summary of the results:

	Paragon Custom Crushing	Wapiti Gravel Suppliers
Schedule A	\$ 985,000.00	\$ 1,479,000.00
Construction Total	\$ 985,000.00	\$ 1,479,000.00

The tender included the mandatory requirements as required by the Municipal District of Greenview No. 16. Based on our review of the Tenders, Helix Engineering Ltd. recommends the Municipal District of Greenview No. 16 accept the low tender from 2128222 AB Ltd. (Paragon Custom Crushing) in the amount of **\$ 985,000.00** exclusive of GST.

The following is a summary of the total estimated project costs;

Crushing Contract	\$ 985,000.00
Project Total (exc. GST)	\$ 985,000.00

Helix Engineering Ltd.



Iain Herzog, P.Eng.
Project Manager



TND 2332-009, Addendum No. Addendum # 1, May 18, 2023

Page 1 of 1

TND 2332-009

Westview Pit – 2023 Crushing

You have obtained a copy of this tender which was previously advertised with a closing date of **May 16, 2023**. This date has been extended, and the tender will now close on **May 24, 2023**.

Due to Public Advertisement errors outside the Control of the Owner, Consultant and Bidders, the publicly available Tender Documents available to this point were incorrect.

The correct Tender Documents are included in this addendum. The changes from the previously advertised document are as follows;

Cover Page – Tender Closing Date and Time Changed to May 24, 2023

Tender Forms, Pg 19, UPS – Item 1 Estimated Quantity changed to 100,000 tonne

Tender Forms, Pg 21, Contract – Completion Date changed to October 31, 2023

The Contract will be based on the following document, and all previous documents are hereby excluded and nullified.

Iain Herzog, P.Eng.
Project Manager
Helix Engineering Ltd.
iain.herzog@helixeng.ca

END OF ADDENDUM



ADDENDUM TRANSMITTAL

Tender No.: 2332-009

Project Description: Westview Pit
2023 Crushing

TO: ALL BIDDERS

RE: ADDENDUM NO. Addendum # 1

Attached is a copy of Addendum No. Addendum # 1 dated May 18, 2023 consisting of 1 page:

TENDER FORMS

2. TENDER FORMS

2.1 TENDER FOR CONSTRUCTION

To the Operations Manager of the Municipal District of Greenview No. 16:

2128222 AB Ltd.

(Legal Name of Bidder)

the undersigned, hereby tenders and agrees to execute and construct all the Work of every description required in the construction and final completion of the following project(s):

WESTVIEW PIT

2023 Crushing

I, the undersigned, having examined and read the tender documents for the above noted project, including all issued addenda (if any), and having visited the site and examined all conditions affecting the Work, am satisfied I understand the tender documents and site conditions and declare myself competent to undertake and complete the Work and to be the prime contractor as set out in the Occupational Health and Safety Act and do hereby irrevocably bid and agree to carry out the Work in strict accordance with the plans and specifications, for the unit prices in the unit price schedule enclosed.

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

TENDER FORMS

2.2 UNIT PRICE SCHEDULE

ITEM No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL BID
1	Westview Pit Crushing and Stockpiling Designation 4, Class 25 (3.2.4) (Special Provisions)	100,000 tonne	\$ <u>9.85</u>	\$ <u>985,000</u>
Total Tender in Canadian dollars excluding GST				\$ <u>1,034,260</u>

TENDER FORMS

1.2.3, Security and 1.2.4, Insurance, which must be satisfactory to the Owner per Instructions to Bidders Section 2.3.2 and 2.3.3, Tender Security, or

- (ii) sixty (60) calendar days after the time fixed for receiving this tender unless the Owner has notified them that they are the successful Bidder, whichever first occurs.

The 60 day acceptance period referred to above will commence at 11:59:00 p.m. of the Closing Date and will terminate at 11:59:00 p.m. of the 60th day thereafter. If the 60th day falls on a weekend or statutory holiday, such day(s) will be omitted from the computation.

2.4 CONTRACT

Should this tender be accepted, the undersigned agrees to enter into a written Contract with the Municipal District of Greenview No. 16 for the faithful performance of the Work covered by this tender, in accordance with the said plans and specifications and complete the said project on or before **October 31, 2023**.

TENDER FORMS

2.5 TENDER SIGNING

A representative(s) with the authority to bind the Bidder must sign this tender.

Executed this 16 day of May, 20 23.

NAME AND ADDRESS
OF BIDDER:
(Print or Type)

Paragon Custom Crushing
Box 782 Redwater AB T0A 2W0.
780 897 8949.

TELEPHONE:

E-MAIL ADDRESS:

david@paragonltd.ca.

SIGNATURE OF AUTHORIZED
REPRESENTATIVE(S):

NAME AND TITLE OF AUTHORIZED
REPRESENTATIVE(S):
(Print or Type)



TENDER FORMS

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

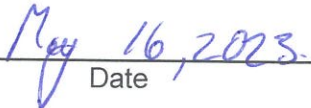
We also acknowledge and agree that:

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.

I am authorized to bind the Bidder:



Authorized Signature



Date



Send by email to WestviewPitTender@helixeng.ca

(Include in email subject line: "Tender No. XXXXXXXX – Tender Amendment – Name of Bidder")

UNOFFICIAL TENDER RESULTS



Project: Westview Pit - 2023 CRUSHING

Date: MAY 14 2023 Project No.: 2332-009

COMPANY	BID BOND (y/n)	Consent of Surety (y/n)	BID AMOUNT
WAPITI GRAVEL	y	y	\$ 1,479,000.-
2128222 AB LTD. PARAGON Custom CRUSHING	y	y	\$ 1,034,250.- CHKD MEF \$ 985,000
			Erasure due to GST calculated on higher number. Bid is pre-GST -JF

INSTRUCTIONS TO BIDDERS

1. INSTRUCTIONS TO BIDDERS

1.1 DEFINITIONS

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

The word "Department" shall mean Ministry of Transportation and Economic Corridors, in the sole case of reference documents. In all cases, the word "Department" may be used to mean the Municipal District of Greenview No. 16 if the definition is in the interest or favor of the Municipal District of Greenview No. 16. This definition shall have no limitation or loss of rights under the Contract.

1.2 CONDITIONS FOR TENDER SUBMISSION

Bidders may submit tenders by email to the Municipal District of Greenview No. 16 as represented by the Operations Manager (in the Instructions to Bidders referred to as the "Owner") at the email address(es) identified on the cover page of the tender ("Tender Submission Email Address") only.

Bidders are recommended to request a Delivery Receipt on the submitting email to ensure the email is timely received.

Tenders must be received before the bid closing date and time identified on the cover page of the tender ("Closing Date and Time").

The official time of receipt shall be determined by the time and date stamp of the Owners Representatives Email Address system.

The Bidder is solely responsible for ensuring that its tender submission is received in its entirety before the tender Closing Date and Time at the Tender Submission Email Address. The Owner assumes no responsibility for server availability, incompatibility of programs or files or any other technical problem, issue or delay that prevents the tender submission from being received by, or opened after, the tender Closing Date and Time.

The Bidder acknowledges, agrees and assumes all risks, responsibility, and liability associated with using electronic communications and submitting bids electronically, including, without limitation:

- a) any lack of security;
- b) any unreliability of delivery;
- c) the possible loss of confidentiality;
- d) the receipt of a garbled, corrupted or incomplete bid;
- e) the inability of the bidder to access or the unavailability of the Government of Alberta e-mail system or Alberta Purchasing Connection website;
- f) the incompatibility between the sending and receiving equipment;
- g) any delay in transmission or receipt of the bid; or
- h) the potential illegibility of the bid.

INSTRUCTIONS TO BIDDERS

Bidders can acquire copies of the tender documents as set out in Instructions to Bidders Section 1.3, Availability of Tender Documents.

1.3 AVAILABILITY OF TENDER DOCUMENTS

1.3.1 Municipal District of Greenview No. 16 Distribution Source

Electronic (.PDF) copies of the tender documents are available for free download from the Alberta Purchasing Connection website at the following link: www.purchasingconnection.ca.

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

1.3.2 Tender Document Discrepancies

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

Bidders shall promptly notify the contact identified on the cover page of the tender upon discovery of any such discrepancies.

1.4 TENDER INFORMATION DOCUMENTS

1.4.1 General

Special Provision 3.2, Available Information Documents, includes information available for this project.

Electronic (.PDF) copies of these documents may be viewed and/or downloaded, free of charge, from the following website:

- Alberta Purchasing Connection at www.purchasingconnection.ca.

Bidders acknowledge and agree that Special Provision 3.2.3, Use of and Reliance upon Information Documents, applies to this tender.

1.5 PLANS AND DRAWINGS

1.5.1 General

Electronic (.PDF) copies of all separate plans and drawings listed in the tender document may be viewed and/or downloaded, free of charge, from the following website:

- Alberta Purchasing Connection at www.purchasingconnection.ca.

INSTRUCTIONS TO BIDDERS

Copies of these drawings will be provided to the successful Bidder.

1.6 TENDER SUBMISSION REQUIREMENTS

1.6.1 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, address, and e-mail address to which all notices or letters are to be mailed and e-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.

1.6.2 Format of Tender Submission

A tender submitted by the Bidder shall comply with the following requirements:

The tender shall include all pages entitled "Tender Forms" included in Section 2, Tender Forms and any attachments thereto in **one** single e-mail with a maximum email size of 25MB.

The e-mail shall include the Tender Number and Bidder Name in the subject title of the email submission.

The tender shall be signed and sent in an unprotected searchable portable document format (PDF).

The tender shall be accompanied by a bid bond in a digital format as outlined in Section 1.6.6, Security.

All files included in the tender submission shall be in file formats that can be opened by Adobe Acrobat Reader, unless otherwise instructed in the tender documents. If files are compressed, only .zip compressed files will be accepted.

All Tender Forms submitted shall be as issued by the Owner without any additions, alterations or changes, other than the addition of information requested. Any required information that is missing, omitted or illegible, any alterations to the text, or any conditions added on or submitted with the Tender Forms, may cause the tender to be declared invalid and rejected.

1.6.3 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

INSTRUCTIONS TO BIDDERS

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

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

1.6.4 Goods and Services Tax (GST)

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.

1.6.5 Acknowledging Addenda

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

INSTRUCTIONS TO BIDDERS

1.6.6 Security

Each tender must be accompanied by a bid bond in its original digital format made out to Municipal District of Greenview No. 16 equal to 10% of the tender amount. Tenders not accompanied by an immediately verifiable digital bid bond using the bid bond's electronic content verification process will be rejected as non-compliant.

Bid bonds shall be issued by a duly incorporated surety company authorized to transact business of suretyship in the Province of Alberta in a form acceptable to the Owner. 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 Owner 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 Owner with no requirement for additional electronic copies of the bid bond, passwords or fees.

1.6.6.1 Electronic Bonding Requirements

The bid bond submitted by the Bidder must be verifiable with respect to the totality and wholeness of the bond form and the security which it represents, including but not limited to:

- a) the content of the bid bond;
- b) any details required for accessing and authenticating the bid bond, either via a verification tag or link that provides immediate access to the bond;
- c) all signatures and seals affixed thereto;
- d) encrypted digital signatures creating a secure electronic document; or
- e) anything that may prevent the enforcement and/or realization of the bid bond by the Owner in accordance with Section 1.6.6.2, Electronic Bonding Enforceability;

by the Owner with the Surety Company, or an approved verification service provider of the Surety Company.

1.6.6.2 Electronic Bonding Enforceability

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 Contract and provides the required security and evidence of insurance coverage in accordance with General Specifications 1.2.3, Security and 1.2.4, Insurance, which must be satisfactory to the Owner and in compliance with Instructions to Bidders Section 2.3.2, Tender Security.

INSTRUCTIONS TO BIDDERS

1.6.7 Consent of Surety

Each tender must be accompanied by a Consent of Surety certifying that the Surety Company guarantees they are willing to provide the Bidder all securities as required by General Specifications 1.2.3. Tenders not accompanied by an immediately verifiable digital Consent of Surety using the Consent of Surety's electronic content verification process will be rejected as non-compliant.

1.6.8 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 Owner 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.

1.7 REJECTION OF TENDERS

1.7.1 Acceptance

The Owner is not required to accept the lowest cost tender, and may reject any or all tenders.

INSTRUCTIONS TO BIDDERS

1.7.2 Tender Irregularity

Submitted tenders must substantially comply with the requirements of the tender documents. Bidders are advised to pay careful attention to the wording used throughout the tender documents. Failure to satisfy any term, condition or mandatory requirement may result in rejection of the Bidder's tender. Further, in submitting a tender, the Bidder understands and acknowledges that ambiguous, unclear, unreadable, or qualified tenders may be rejected.

The Owner may waive an irregularity with the requirements of the tender documents where the irregularity is minor or inconsequential. The determination of what is or is not a minor or inconsequential irregularity, and the determination of whether to waive or not waive the irregularity is at the Owner's 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.

1.8 TENDER DATE CHANGES AND CANCELLING OF TENDERS

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

1.9 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.

Contracts will not be awarded to any government agency including but not limited to the Government of Canada, the government of a province or territory of Canada, any agency thereof, or any municipality or other unit of local government within any province or territory of Canada.

"Government Agency" means a branch, unit, subsidiary or other form of entity, owned or controlled by a government agency and includes any subsidiaries or entities owned or controlled by that agency.

1.10 BIDDER'S INVESTIGATION AND REPRESENTATION

The Bidder must examine the contract forms and tender documents, including plans, drawings, Alberta Transportation 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

INSTRUCTIONS TO BIDDERS

the labour and material to be provided. The contract forms and Alberta Transportation specifications are available on the Alberta Transportation'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.

1.11 PRE-TENDER MEETING

No pre-tender meeting will be held for this project.

1.12 PROJECT INQUIRIES

Direct all inquiries by e-mail to the person identified on the cover page of the tender. When submitting inquiries, identify the tender number in e-mail subject line.

1.13 INTERPRETATION AND REVISION OF TENDER DOCUMENTS

The Bidder must submit all questions about the meaning and intent of the tender documents directly to the contact identified on the cover page of the tender. Interpretations and revisions considered necessary in response to such questions will be issued by the Owner in writing in the form of addenda.

Addenda may also be issued by the Owner to revise the tender documents as deemed necessary.

INSTRUCTIONS TO BIDDERS

The Bidder must submit questions a minimum of 3 business days before the Closing Date. The Owner may not respond to questions received too close to the tender Closing Date and Time to permit the issuance of an addendum.

It is the Bidder's responsibility to notify the Owner, in writing, of any ambiguity, divergence, error, or omission, oversight, contradiction, or item subject to more than one interpretation in these tender documents, as it is discovered, and to request any instruction, decision, or direction required for the Bidder to bid.

If an inquiry requires an interpretation or revision of the tender documents, the response to that inquiry will be issued in the form of a written addendum, to ensure that all bidders base their bids on the same information.

Replies to questions, interpretations and revisions made in a manner other than by written addendum are not binding.

1.14 ADDENDA

Further to Instructions to Bidders Section 1.5.5, Acknowledging Addenda, addenda, when issued, form part of the tender and Contract documents.

During the tendering period, all addenda issued by the Owner will be posted and available for free download from the Alberta Purchasing Connection Website (www.purchasingconnection.ca).

Each Bidder is solely responsible for ascertaining that, prior to the time fixed for receiving tenders, it has obtained all addenda issued by the Owner.

1.15 WITHDRAWAL OR CHANGE OF TENDER

1.15.1 Withdrawal of Tender Submission

A Bidder may withdraw its tender by submitting a request in writing signed by an authorized officer of the Bidder. Such request may be in the form of an e-mail. The request must be received in accordance with Instructions to Bidders Section 1.1, Conditions for Tender Submission, prior to the tender Closing Date and Time.

1.15.2 No Withdrawal

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

- (i) some other Bidder has entered into a Contract with the Owner for the performance of the project specified in these tender documents and provided the required security and evidence of insurance coverage in accordance with General Specifications 1.2.3, Security and 1.2.4, Insurance, which must be satisfactory to the Owner and in compliance with Instructions to Bidders Section 2.3.2, Tender Security, or

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- (ii) sixty (60) calendar days after the time fixed for receiving tenders unless the Owner has notified the bidder that they are the successful bidder;

whichever occurs first.

The 60 day acceptance period referred to above will commence at 11:59:00 p.m. of the Closing Date and will terminate at 11:59:00 p.m. of the 60th day thereafter. If the 60th day falls on a weekend or statutory holiday, such day(s) will be omitted from the computation.

1.15.3 Changes to Tender Submissions

A Bidder wishing to make changes to its tender before the tender Closing Date and Time may withdraw the tender submission and the modified tender may then be resubmitted in compliance with Instructions to Bidders Section 1.1, Conditions for Tender Submission, up to the tender Closing Date and Time. Bidders are advised that requests for withdrawal of tender submissions must comply with Instructions to Bidders Section 1.14.1, Withdrawal of Tender Submission.

If the changes to its tender are only an amendment to the unit price schedule, the Bidder may send a completed copy of the "TENDER AMENDMENT FORM" included in the tender document to the email address as shown on the Tender Amendment Form. The email subject title shall contain the following:

Tender No. XXXXXXXX – Tender Amendment – Name of Bidder

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 tender Closing Date and Time in accordance with the Instructions to Bidders Section 1.1, Conditions for Tender Submission. The form must also be submitted in an unprotected searchable portable document format (PDF).

The Bidder is responsible for ensuring its modifications are received before the tender Closing Date and Time 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 Owner 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. The Owner, 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 1.6, Rejection of Tenders, or both.

Prices must not exceed two decimal places. If a submitted unit price schedule change contains prices exceeding two decimal places, the Owner will round to the nearest two decimal places with .005 being rounded upwards. Bidders will be bound to such rounded amounts.

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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".

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 Owner. The Bidder will be bound to such corrected amounts.

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1.16 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.

1.17 POSTING OF TENDER RESULTS AND AWARD INFORMATION

Tender results and award information will be made available on the Alberta Purchasing Connection website (www.purchasingconnection.ca).

1.18 INFORMATION DISCLOSURE

(i) The Bidder acknowledges that:

- a) The Freedom of Information and Protection of Privacy Act of Alberta ("FOIP Act") applies to all information and records relating to, or obtained, generated, created, collected or provided under, the tender documents and which are in the custody or under the control of the Owner. The FOIP Act allows any person a right of access to records in the Owner's custody or control, subject to limited and specific exceptions as set out in the FOIP Act; and
- b) If Personal Information, as defined in the FOIP Act, is expressly required in the tender documents, the purpose of collecting the Personal

INSTRUCTIONS TO BIDDERS

Information is to enable the Owner to ensure the accuracy and reliability of the information, to evaluate the tender, and for other related purposes of the Owner. Authority for this collection is the Government Organization Act (Alberta), as amended from time to time and section 33 (c) of the FOIP Act. Before disclosing to the Owner any Personal Information about any individual who is providing or will provide the services, the Bidder shall obtain the consent of the affected individual. The consent must be in writing, and it must specify to whom the Personal Information can be disclosed; and how the Personal Information can be used. The Bidder shall provide such consents to the Owner for confirmation and review upon the Owner's request.

1.19 CONFIDENTIALITY

- (i) Subject to Instructions to Bidders Section 1.17, Information Disclosure, the Bidder and their employees, subcontractors, and agents shall:
 - a) keep strictly confidential all information concerning the Owner or third parties, or any of the business or activities of the Owner or third parties acquired as a result of participation in this tender process; and
 - b) only use, copy or disclose such information as necessary for the purpose of submitting a tender or upon written authorization from the Owner.
- (iii) The Bidder shall maintain security standards, including control of access to data and other information consistent with the highest standards of business practice in the industry.
- (iv) No press release or other public announcement relating to this tender shall be issued without the prior written consent of the Owner.
- (v) If a Bidder becomes aware of any situation whereby a breach of confidentiality may have or has occurred, the Bidder shall notify and provide details to the Owner contact shown in the Instructions to Bidders Section 1.11, Project Inquiries as soon as practicable. The Bidder shall cooperate with the Owner with respect to any directions provided.

1.20 CANADIAN FREE TRADE AGREEMENT AND NEW WEST PARTNERSHIP

The provisions of the Canadian Free Trade Agreement, Part III, Chapter 5 – Procurement and the New West Partnership Trade Agreement apply to this tender process.

1.21 CONFLICT OF INTEREST

Bidders must fully disclose to the contact listed on the cover page of the tender, in writing, the circumstances of any actual, possible or perceived conflict of interest in relation to the Bidder or any employee, sub-contractor or agent, if the Bidder were to become the Contractor pursuant to this tender process. The Owner will review any submissions by Bidders under this provision and may reject any tender where, in the

INSTRUCTIONS TO BIDDERS

opinion of the Owner, the Bidder or any, employee, sub-contractor or agent is, could be, or could be perceived to be in a conflict of interest if the Bidder were to become the Contractor pursuant to this tender process.

1.22 GOVERNING LAW

This bid process will be governed and interpreted in accordance with the laws in force in the Province of Alberta and the Bidder irrevocably attorns to the exclusive jurisdiction of the Courts of Alberta.

1.23 LANGUAGE

All tenders, including attachments and other information, must be in English.

1.24 CONTRACT AWARD

Bidders may be a single individual, partnership, corporation, or company. However, if the Bidder is a partnership, corporation, or company it must be registered with the Alberta Corporate Registry prior to Contract award.

1.25 SIGNED CONTRACT PACKAGE

The contract forms and any other applicable forms will be completed by the successful Bidder and included in the signed Contract. Prior to commencement of any activities and at any other time requested by the Owner, the successful Bidder must provide its security and proof of insurance, satisfactory to the Owner. Sample copies of these forms are available on-line on the Alberta Transportation's web site at: <https://www.alberta.ca/construction-contract-templates.aspx>

1.26 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 Alberta Transportation 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

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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

3. SPECIAL PROVISIONS

3.1 STANDARD SPECIFICATIONS, SPECIFICATION AMENDMENTS AND TYPICAL DRAWINGS

3.1.1 Definitions

The word “Owner” shall mean the Municipal District of Greenview No. 16.

The word “Department” shall mean Alberta Transportation, in the sole case of reference documents. In all cases, the word “Department” may be used to mean the Municipal District of Greenview No. 16 if the definition is in the interest or favor of the Municipal District of Greenview No. 16. This definition shall have no limitation or loss of rights to the Municipal District of Greenview No. 16 implied under the Contract.

3.1.2 Ministry of Transportation and Economic Corridors Name Change

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

3.1.3 Standard Specifications for Highway and Bridge Construction Work

3.1.3.1 General

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

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

which are available for viewing and/or download from the Alberta Transportation’s website at the link shown below:

<https://www.alberta.ca/construction-contract-templates.aspx>.

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3.1.3.2 Contract Type

In accordance with the General Specifications Sections 1.2.39, ADJUSTMENT OF COMPLETION DATES, 1.2.40, FAILURE TO COMPLETE ON TIME, and 1.2.43, SEASONAL OR PROLONGED SHUTDOWN, this Contract will be considered a:

Bridge Only Contract**3.1.4 Additional Specifications and Typical Drawings**

The following additional Specifications and typical drawings, which form part of the Contract, are available for viewing and/or download from the Alberta Transportation's web site at the links shown below:

- 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". <https://www.alberta.ca/traffic-accommodation-in-work-zones.aspx>

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 Standard Specifications for Highway Construction Section 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". <https://open.alberta.ca/dataset/highway-pavement-marking-guide-2nd-edition>
- Drawings showing the typical minimum requirements for permanent highway signage. <https://www.alberta.ca/traffic-control-manuals-and-guidelines.aspx>
- Drawings showing the typical minimum requirements for barriers. <https://www.alberta.ca/standard-drawings-listing-active-individual-files.aspx>
- Typical minimum requirements for erosion and sediment control devices. <https://www.alberta.ca/geotechnical-and-erosion-control.aspx>
- Typical minimum requirements for highway street lighting devices are included in the Alberta Transportation manual entitled "Highway Lighting Guide – 2003". <https://www.alberta.ca/traffic-control-manuals-and-guidelines.aspx>
- All other typical plans and drawings are available at the following link: <https://www.alberta.ca/cb-6-highway-standard-plates-active.aspx>

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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 Ave.
Edmonton, AB, T6B 2X3

Telephone: (780) 415-1068

Bidders are advised that, from time to time, 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 Alberta Transportation's web site.

Bidders are further advised that any drawing revisions and/or new drawings that are posted on the Alberta Transportation's web site as of five (5) calendar days prior to the date set for receiving tenders, will apply to this project.

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

SPECIAL PROVISIONS**3.1.5 Specification Amendments**

The Specification Amendments listed in the following table are contained in the "General Specifications and Specification Amendments for Highway and Bridge Construction - Edition 16, 2019". Items that are marked with an "X" apply to the tender documents and the Contract, and items that are not so marked do not apply. The Contractor is advised that the applicable Specification Amendments amend the tender documents and Contract and some contain revisions to the payment clauses for the Specifications amended.

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	Construction Staking and Survey Majority by Contractor
X	AMC_S53.2	Construction Staking and Survey Majority by Consultant
	AMC_S53.3	Construction Staking and Survey for Bridge Construction
	AMC_C230	Diesel Fuel Cost Adjustment
SECTION 3 – SURFACING		
	AMC_S116	Tolerances for Surface Finish
	AMC_S201	Acceptance Testing for Contracts with Small Quantities (less than 1000 tonnes) of Asphalt Concrete Pavement (ACP)
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	Site Offices for Bridge Structure Construction Not Required
	AMC_B219	Course of Construction Insurance is Optional

3.2 AVAILABLE INFORMATION DOCUMENTS**3.2.1 Information Documents**

"Information Documents" means those documents, including the information contained therein, of any type and in any form, related to the Project that are made available to the Bidder by the Owner for the purpose of providing the Bidder with access to information available to the Owner, including but not limited to documents made available through those websites listed in Section 1.3, Tender Information Documents.

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In the Information Documents, "Contractor" is synonymous with "Bidder".

3.2.2 Status of Information Documents

Information Documents or any part thereof, are not incorporated into or form any part of the Contract unless specifically incorporated into Contract documents as set out in Section 3.2.4, Information Documents incorporated into Contract documents.

3.2.3 Use of and Reliance upon Information Documents

Information Documents, including the information contained therein, are only being made available to the Bidder by the Owner for the purpose of providing the Bidder with access to information available to the Owner.

The Owner makes no representations or warranties with respect to the accuracy, completeness or appropriateness of the Information Documents or any information contained therein.

The Bidder shall interpret and draw its own conclusions from the Information Documents at its own risk and is encouraged to obtain specialist advice with respect thereto. The Owner assumes no responsibility for such interpretations and conclusions.

Information contained in Information Documents may be time sensitive and dates shall be considered when interpreting Information Documents.

The Bidder may only rely upon the data contained in the Information Documents, or parts thereof, which are specifically incorporated into Contract documents in Section 3.2.4 below, if any, but shall draw their own conclusions from such data and shall not rely on the opinions or interpretations contained therein.

3.2.4 Information Documents Incorporated into Contract Documents

The Information Documents incorporated into Contract documents, in whole or in part, include:

There are no Information Documents incorporated into the Contract documents.

3.2.5 Other Information Documents

The following Information Documents are not incorporated into the Contract documents but are made available to the Contractor for information only:

- *SML 030053 Westview Pit, Conservation & Reclamation Business Plan, Genivar, June 2012, Ref # 121-16843-00 (Partial Report)*

SPECIAL PROVISIONS**3.3 CONTRACTOR PERFORMANCE EVALUATION****3.3.1 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 (Greenview). 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 Greenview.
- (b) Those Contractors who by virtue of unsatisfactory performance (as defined herein) may be subject to having their bidding privileges suspended by Greenview for a period of time determined by Greenview 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 Greenview.

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 Greenview.

3.3.2 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 Greenview.

- (a) 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).

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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).

(b) 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 Greenview 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 Greenview 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 Greenview pursuant to the specifications, the Contractor's work will be defined to be "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 Greenview 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.

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(c) 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 Greenview. 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 Greenview;
- (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, Greenview 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, Greenview 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, 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, Greenview and to meet all the requirements of the contract documents, 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).

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3.3.3 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 Greenview;
- (b) 51 - 79 shall be defined as "Unsatisfactory Performance". That 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 Greenview may be suspended based upon a review of the Contractor's performance on the current contract and on previous contracts for Greenview; 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 Greenview may be suspended based upon a review of the Contractor's performance on the current contract.

3.3.4 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.

3.3.5 Suspension of Bidding Privileges

Greenview will record the Contractor Performance Evaluation Form (CPEF) for the Contractor 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 Greenview 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 Greenview may be suspended based upon a review of the Contractor's performance on the current contract and on previous contracts for Greenview.

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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 Greenview 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 Greenview.

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

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

Suspensions apply to all Greenview 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.

3.3.6 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 Greenview.

A Contractor's suspension may be lifted by Greenview upon written request from the Contractor and demonstration of the satisfaction to Greenview 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 Greenview when the warranty work has been completed to the satisfaction of the Consultant and that Contractor has satisfied Greenview 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 Greenview projects.

3.3.7 Contractor Request to Review the Contractor Performance Evaluation Form (CPEF).

A Contractor may request a review be conducted by Greenview 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 Greenview.

The review in question will be conducted by Greenview. 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.

SPECIAL PROVISIONS

3.3.8 Confidentiality of Information

Information compiled through the Contractor Performance Evaluation System is intended solely for internal use by Greenview. 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).

3.4 OWNERS REPRESENTATION

The “Project Sponsor” and “Director of Infrastructure and Planning” are persons, amongst others, authorized by the Municipal District to perform, on the Owner’s behalf, any of the Owner’s functions under the contract.

The Project Sponsor for the Contract will be:

*Josh Friesen, Manager, Operations
Municipal District of Greenview No. 16
4811-36th Ave
Valleyview, AB
T0H 3N0*

The Director of Infrastructure and Planning for the Contract will be:

*Roger Autio, Director, Infrastructure and Planning
Municipal District of Greenview No. 16
4811-36th Ave
Valleyview, AB
T0H 3N0*

3.5 CONSULTANT

The Consultant, as defined in Section 1.1.7, Consultant, of the “General Specifications and Specification Amendments for Highway and Bridge Construction - Edition 16, 2019”; and as referenced in the specifications, will be:

*Helix Engineering Ltd.
#202, 10514 – 67th Ave
Grande Prairie, AB
T8W 0K8*

3.6 SCOPE OF WORK

The scope of work for this project includes, but is not limited to, the following:

- Crushing and Stockpiling Granular Materials

SPECIAL PROVISIONS

The Contractor shall work within the limits shown on the pit plans or as directed by the Consultant. Stockpile locations for reject sand, oversize aggregate and Contract materials shall be as indicated on the pit plans or as directed by the Consultant.

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 for the MD's use.

The Contractor shall note that all aggregates identified within the proposed excavation area shown on the pit plan shall be utilized, including all aggregates below the existing water table. Any dewatering methods shall meet all applicable environmental regulations. 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. Moreover, any adjustments to excavation procedures or equipment requirements due to pit conditions will be considered incidental to the unit price bid for the class of aggregate material produced.

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.

If adjustments to the work limits are required to achieve the contract quantities, the MD shall complete the clearing and overburden removal with their own forces. The MD will require 14 days prior notice of the Contractor's mobilization to any of the pit locations for a pre-inspection of pit and stockpile conditions. The MD shall make every effort to expedite the preparation of additional excavation area. No compensation will be made to the Contractor for any suspension, stoppage, hindrance or delay of work involved with the owner's adjustments to the work limits operations.

MD forces shall remove the majority of the overburden within the proposed excavation limits. Seams of silt and/or clay varying in depth are anticipated within the raw aggregate source.

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

SPECIAL PROVISIONS

3.7 DESIGN MODIFICATIONS

The Contractor shall have no claim against the Owner or the Consultant regarding field modifications or adjustments to the design necessitated by unsuitable soil conditions, quantity errors or omissions, contract tender budgets or right-of-way restrictions.

3.8 UNGULATE RESTRICTIONS

The Contractor is made aware of an Alberta Environment and Parks Ungulate Winter Range restriction period for industrial activity in specified pits from January 15 to April 30 of each year.

Adjustment of Completion Dates (as per General Specification 1.2.39) will NOT be considered due to Ungulate Winter Range Restrictions.

Note that there is a Key Wildlife and Biodiversity Zone identified on the west side of the Forestry Trunk Road, while the footprint of SML 030053 is **NOT** in the identified area.

3.9 PRIME CONTRACTOR

The Contractor's attention is drawn to the General Specification 1.2.13, "Occupational Health and Safety Act," and Section 1.2.13.1, "Prime Contractor."

3.10 ROAD USE AGREEMENT

The Contractor shall be responsible for any Local Road Use Agreements within the Municipal District of Greenview No. 16. The agreement will cover the use of local roads and will address maintenance and restoration of roads utilized to complete this contract.

The Municipal District of Greenview No. 16 utilizes RoaData for all Local Road use Agreements.

RoaData is available at : www.roadata.com

3.11 ENVIRONMENTAL CONTROL

3.11.1 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.

Public Lands
Lands Officer
Phone: 780-538-8053

Private Land
Municipal District of Greenview No. 16
Phone: 780-524-7600

SPECIAL PROVISIONS

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.

3.12 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.

3.13 CLEARING/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.

3.14 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 the Owner to issue further instructions regarding the documentation of these resources.

Compensation for Standby, as per General Specification 1.2.38.2, will NOT be considered for delays resultant from archeological, paleontological, or historical resource findings.

SPECIAL PROVISIONS

3.15 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.

3.16 DIESEL FUEL COST ADJUSTMENT

General Specification AMC_C230 "Diesel Fuel Cost Adjustment" will not be used on this project.

3.17 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:

- (a) The area to be excavated and the direction of excavation shall be as follows, or as directed by the Consultant.
- (b) The Contractor shall uniformly work the entire depth of the existing face, including aggregate encountered below the water table. The Contractor shall deplete the area designated for excavation.
- (c) The Contractor shall initially work the entire depth of the face, including all suitable aggregate even if the pit face is of minimum depth.
- (d) The completed products will be stockpiled in the designated locations or as directed by the Consultant. The Contractor may add the products from his crushing operations to existing stockpiles if the area has been cross sectioned prior to the addition.
- (e) Stockpiles shall be constructed by truck(s) loading at the crusher and dumping on top of the stockpile or with conveyor belts. The following density conversions shall be used in the calculated tonnage of the piles. These conversion rates are non-negotiable.

- Truck Use – 1.8 tonne per cubic meter
- Conveyor Belts – 1.632 tonnes per cubic meter

The minimum completed stockpile height shall be 7.0 m. The completed stockpiles shall be shaped smooth and level for shedding precipitation and measurement.

- (f) All stockpiles shall be shaped with a minimum surface grade of 5% to promote shedding of precipitation. No low areas, depressions or other ponding areas

SPECIAL PROVISIONS

will be accepted. This shall be a condition of final acceptance, and holdback monies shall be held until completed to the satisfaction of the Consultant and Owner.

- (g) Any areas excavated or disturbed by the Contractor's operations shall be sloped to the satisfaction of the MD, by the Contractor at his expense. Active faces may be sloped at 2:1. Depleted or boundary faces shall be sloped at 3:1 or as directed by the Consultant, 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 outside of the active phase that is shown on the plans.
- (h) The reject sand shall be placed in an area as directed by the Consultant. Reject piles shall be leveled and smoothed to a maximum slope of 3 horizontal to 1 vertical. It is expected that the Contractor shall use their reject material to blend into existing slopes in the north portion of the pit. As per Instruction to Bidders Section 1.10, it is expected that the Contractor has familiarized himself with the site and has accounted for the required shaping of slopes in the reject area. No additional payment or compensation for hauling or shaping of the reject material will be considered.
- (i) The Contractor shall remove and dispose of any metal debris or refuse generated by his crushing operations.
- (j) The Contractor shall, at his expense, supply and maintain functional restroom facilities for the use of on-site personnel.
- (k) No additional stripping shall be initiated except at the direction of the Consultant. Stripping operations shall not be undertaken, when in the opinion of the Consultant, weather conditions are unfavourable.

3.18 PAYMENT OF AGGREGATES**3.18.1 Aggregate Measurement and Payment**

The production of aggregates, including the processing, hauling and addition or subtraction of sands, and any other aggregate gradation adjustments and modifications, will not be paid for separately.

Payment for the production and stockpiling of the aggregate will be made at the unit price bid per tonne for the specified class of material, and shall cover all costs associated with the crushing, hauling and stockpiling of the aggregate material. The Contractor shall supply all necessary materials, labor, equipment, expertise, supervision and any other incidentals necessary to complete the work, as per the Contract specifications and provisions. Final payments will be made for crushing and stockpiling of the specified aggregate material, upon inspection and acceptance of the completed work.

SPECIAL PROVISIONS

Prior to stockpiling operations, the Consultant will complete the initial cross sections for the base of the stockpile locations. When crushing and stockpiling of a bid item is complete, the Contractor shall level the stockpiled aggregate to a uniform shape. The Contractor shall ensure that the volume of the completed stockpile is a minimum of 90% of the Contract quantities prior to requesting the final measurement. The Contractor shall provide the Consultant a minimum of 24 hours' notice of when the measurement is required. The Consultant will then measure the stockpiled product to determine the volume of acceptable material produced. The MD reserves the right to deduct the costs of interim survey(s) from the Contractor if the completed stockpile is below 90% of the Contract Quantity. This cost will be the time and material required for the Consultant to complete the survey and quantity calculations and will be non-negotiable.

No allowance will be made for settlement of the stockpile, truck compaction, belt scale methods or any other means of stockpiling used. The stockpile will be surveyed, and payment will be made per the unit price schedule for each aggregate by the tonne.

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.

3.19 QUANTITY VARIANCES FROM CONTRACT - CRUSHED AGGREGATES

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

- (a) 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 remobilize and complete the Works shall be considered abandonment of the Work.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.

SPECIAL PROVISIONS

The following table details the Unit Price Adjustments.

Percentage of Contract Quantity Produced (%)	Unit Price Adjustment
≤90.0	Considered abandonment of the Work
90.1 to 94.9	90% of Unit Price for Actual Quantity Produced
95.0 to 105.0	Unit Price for Actual Quantity Produced
105.1 to 109.9	60% of Unit Price
≥110.0	No Payment

No payment will be made for the following:

- (a) Quantities of surplus crushed aggregate in excess of those calculated in (e) above.
- (b) Material which was rejected by the Consultant, or which does not meet the applicable specifications.
- (c) Reject oversize aggregate.

3.20 AGGREGATE QUALITY TESTING

The Contractor shall provide Quality Control testing under this Contract as per Standard Specification 3.2.3.2.3. Payment for this testing will be considered incidental to the unit price bid.

The Consultant shall 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 Contractor shall provide unfettered access to the Consultant and any Owner appointed person for the purposes of inspection and sample collection. The Contractor shall collect unaltered samples from the crusher output as requested by the Consultant. This will be considered incidental to the Work and no additional payment or compensation shall be made.

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.

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

SPECIAL PROVISIONS**3.21 DESIGNATION 4 – CLASS 25**

For this Contract, the following table will apply for this designation and these classes of materials.

Designation	4	
Class (mm)	25	
Percent Passing Metric Sieve (CGSB 8-GP-2M) μm	Sieve	
	40,000	
	25,000	100
	10,000	30-77
	5,000	15-55
	1,250	0-30
	80	0-12
% Fractures by Weight (2 Faces)	40+	
Plasticity Index (P.I.)	NP-8	

3.22 CONTRACT QUANTITIES**3.22.1 General**

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 Helix Engineering Ltd. for an increase or decrease in quantities.

Designation 4 – Class 25

Westview Pit (SML 030053) – 100,000 tonne

3.22.2 Measurement and Payment

In all sources, the production of aggregates including the processing, hauling and addition of blend sand, the production and addition of extra manufactured fines, and any other aggregate gradation adjustments and modifications will not be paid for separately. The cost of this work will be considered included in the unit price of the Contract item for which the aggregates are being produced.

The Contractor shall be responsible for the cost of quality control. The Contractor shall be responsible for the cost of all consulting services retained by him.

When stockpiling is specified in the Contract, haul to stockpile will be inclusive to the unit price bid, and not paid in accordance with the requirements in Standard Specification 4.5.

Stockpiles will be surveyed by the Consultant using a ground based, RTK survey system and quantities calculated using a surface-to-surface method in AutoCAD Civil3D. These quantities shall be the basis for all progress payment quantities.

SPECIAL PROVISIONS

In order to calculate the tonnage quantity paid on each progress payment, a conversion rate of 1.8 tonne/m³ will be used for truck stacked stockpiles, and a conversion rate of 1.632 tonne/m³ will be used for conveyor belt stacked stockpiles. These conversion rates are non-negotiable the Contractor agrees the acceptance of this Contract is conclusive evidence that the Contractor has agreed to these measurement methods and conversion rates, and is willing to assume and does assume all risk regarding these conditions.

TENDER FORMS

2. TENDER FORMS

2.1 TENDER FOR CONSTRUCTION

To the Operations Manager of the Municipal District of Greenview No. 16:

(Legal Name of Bidder)

the undersigned, hereby tenders and agrees to execute and construct all the Work of every description required in the construction and final completion of the following project(s):

WESTVIEW PIT
2023 Crushing

I, the undersigned, having examined and read the tender documents for the above noted project, including all issued addenda (if any), and having visited the site and examined all conditions affecting the Work, am satisfied I understand the tender documents and site conditions and declare myself competent to undertake and complete the Work and to be the prime contractor as set out in the Occupational Health and Safety Act and do hereby irrevocably bid and agree to carry out the Work in strict accordance with the plans and specifications, for the unit prices in the unit price schedule enclosed.

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

TENDER FORMS

2.2 UNIT PRICE SCHEDULE

ITEM No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL BID
1	Westview Pit Crushing and Stockpiling Designation 4, Class 25 (3.2.4) (Special Provisions)	100,000 tonne	\$ _____	\$ _____
Total Tender in Canadian dollars excluding GST				\$ _____

TENDER FORMS

2.3 TENDER AGREEMENT

2.3.1 Rejection/Acceptance

The Owner reserves the right to reject any or all tenders, to accept any tender, or to accept any offer which it may consider in the best interests of the Owner.

2.3.2 Tender Security

The undersigned encloses herewith as tender security a verifiable bid bond in a digital format made out to the Municipal District of Greenview No. 16, for 10% of the Total Amount Bid, and the undersigned hereby agrees that should he refuse or fail after the Contract is received, and the Contract is received when opened if delivered by e-mail, or when delivered if using any other means:

- (a) within seven (7) calendar days, to sign and return the Contract to the Owner for the performance of the Work and/or the supplying of material covered by this tender, and
- (b) within fourteen (14) calendar days, 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 tender security is subject to forfeiture to the Owner, and if a Contract for the project(s) is then entered into with some other party for a greater amount, the Bidder is liable to the Owner in the amount equal to the difference between the amount of its tender and the amount of the Contract actually entered into, the maximum liability not exceeding the amount of the tender security required under Instructions to Bidders Section 1.5.6, Security.

2.3.3 Consent of Surety

The undersigned encloses herewith a consent of surety guaranteeing said surety shall provide the following security's upon award of the Contract;

- (a) 50% of the Total Tender for the due performance of the Contract;
- (b) 50% of the Total Tender for the payment in full of all claims for labour and for materials used or reasonably required for the use in the performance of the Contract; and
- (c) The total interim payment for crushing and stockpiling when required.

And meeting all conditions of General Specifications 1.2.3.

2.3.4 Tender Withdrawal

The undersigned hereby acknowledges and agrees that he cannot withdraw this tender at or after the tender Closing Date and Time until:

- (i) some other party has entered into a Contract with the Owner for the performance of the project specified in the tender documents and provided the required security and evidence of insurance coverage in accordance with General Specifications

TENDER FORMS

1.2.3, Security and 1.2.4, Insurance, which must be satisfactory to the Owner per Instructions to Bidders Section 2.3.2 and 2.3.3, Tender Security, or

- (ii) sixty (60) calendar days after the time fixed for receiving this tender unless the Owner has notified them that they are the successful Bidder, whichever first occurs.

The 60 day acceptance period referred to above will commence at 11:59:00 p.m. of the Closing Date and will terminate at 11:59:00 p.m. of the 60th day thereafter. If the 60th day falls on a weekend or statutory holiday, such day(s) will be omitted from the computation.

2.4 CONTRACT

Should this tender be accepted, the undersigned agrees to enter into a written Contract with the Municipal District of Greenview No. 16 for the faithful performance of the Work covered by this tender, in accordance with the said plans and specifications and complete the said project on or before **October 31, 2023**.

TENDER FORMS

2.5 TENDER SIGNING

A representative(s) with the authority to bind the Bidder must sign this tender.

Executed this _____ day of _____, 20_____.

NAME AND ADDRESS
OF BIDDER:
(Print or Type)

TELEPHONE:

E-MAIL ADDRESS:

SIGNATURE OF AUTHORIZED
REPRESENTATIVE(S):

NAME AND TITLE OF AUTHORIZED
REPRESENTATIVE(S):
(Print or Type)

TENDER FORMS

2.6 TENDER AMENDMENT FORM

I, _____, 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 -
INCREASE (+) OR REDUCE (-) TOTAL TENDER BY:				

- (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.

TENDER FORMS

Each Bidder shall ascertain before tender submission that it has obtained all addenda issued by the Owner 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.

I am authorized to bind the Bidder:

Authorized Signature

Date

Send by email to WestviewPitTender@helixeng.ca

(Include in email subject line: "Tender No. XXXXXXXX – Tender Amendment – Name of Bidder")



MUNICIPAL DISTRICT OF GREENVIEW

April 11, 2023	Westview Gravel Pit	<p>MOTION: 23.04.219 Moved by: COUNCILLOR DALE SMITH That Council direct Administration to cancel the Westview Gravel Pit – Gravel Crushing (SML030053) tender due to submitted bids being over budget. FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Rosson, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry</p> <p>CARRIED</p> <p>MOTION: 23.04.220 Moved by: DEPUTY REEVE BILL SMITH That Council direct Administration to re-tender 2023 Crushing Program at the Westview Gravel Pit (SML030053) with a new scope. FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Rosson, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry</p> <p>CARRIED</p>
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REQUEST FOR DECISION

SUBJECT: **Tender award for an Ice Resurfacer**

SUBMISSION TO: REGULAR COUNCIL MEETING

MEETING DATE: June 13, 2023

DEPARTMENT: RECREATION

REVIEWED AND APPROVED FOR SUBMISSION

CAO: MANAGER: KG

DIR: MH PRESENTER: KG

LEG: SS

STRATEGIC PLAN: Culture, Social & Emergency Services

RELEVANT LEGISLATION:

Provincial (cite) – N/A

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

RECOMMENDED ACTION:

MOTION: That Council awards the Request for Tender for one new Ice Resurfacer to Industrial Machine Inc., in the amount of \$126,595.00 plus GST, with funds to come from the 2023 Recreation Services Capital Budget, project number RE23009.

BACKGROUND/PROPOSAL:

Council approved the purchase of one new ice resurfacer in the 2023 Capital Budget for \$200,000.00. The current ice resurfacer, a Zamboni 445, requires extensive drive train repairs, including engine cylinder conditions to continue operating at the capacity the Grande Cache Recreational Centre requires. This unit is eleven years old, and by the time the new unit is delivered, it will be close to twelve years. As per the capital replacement policy for this unit, the recommended replacement threshold is 10 years. Through evaluation of the current Zamboni the life span was extended two years, however it was determined that the unit can no longer be serviced to meet the needs of the facility and still remain cost effective.

Given the information above, Council approved this capital purchase as part of the 2023 budget. Administration launched a Request for Tenders on April 13, 2023, and closed on May 8, 2023. In total, two proposals were received and accepted. As per policy

Overall Ranking	Proponent's Name	Make and Model	Price per Unit	Expected Delivery Date
1	Industrial Machine Inc	Zamboni Model 446	\$126,595.00	Eight months
2	Big Hill Services Ltd.	Olympia Millennium H	\$136,397.00	Six to seven months

*Quoted price per unit is inclusive of the dual fuel option.

Administration recommends Council award the new ice resurfacer tender to Industrial Machine Inc. based on meeting all the required specifications as outlined in the tender information attachment, having a reasonable delivery time frame, and the best overall price. Administration would also like to note that there is no matrix in the sense of scoring like an RFP, as this was an Invitation to Tender which is based on the dollar value.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended action is that Greenview will have a reliable ice resurfacer to continue providing service to those who access the Grande Cache Recreation Centre ice rink.
2. The benefit of Council accepting the recommending motion is that this unit will align with Policy 4006, Vehicle and Equipment Replacement.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative not to award this tender and continue to run the current unit; however, Administration does not recommend this action as the existing unit requires significant repairs to keep it operational, and it has exceeded its lifespan in accordance with Policy 4006, Vehicle and Equipment replacement.

FINANCIAL IMPLICATION:

Direct Costs: \$126,595.00

Ongoing / Future Costs: Ongoing maintenance as required for the unit's life while in service.

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 makes a decision, Administration will inform the interested parties accordingly.

ATTACHMENT(S):

- Policy 1018: Expenditure and Disbursement
- Policy 4006: Vehicle and Fleet Replacement
- Tender Information for Greenview Ice Resurfacer



MUNICIPAL DISTRICT OF GREENVIEW No. 16

REQUEST FOR TENDER

- One (1) New 2023 or 2024, Ice Resurfacer

Tender Closing
May 8, 2023
14:00:59 Mountain Standard Time

6. REQUIREMENTS

6.1 Purpose

The purpose of this Request for Tender is to solicit tenders from Bidders who can supply the following:

- **One (1) New 2023 or 2024, Ice Resurfacer**

6.2 Product Requirement

Product specifications are detailed in Section 7, Item 7.1 – Specifications.

6.3 Product Delivery

Product delivery will be free on Board Shipping to the Grande Cache Recreation Centre in Grande Cache, Alberta.

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 VENDOR RESPONSE SUMMARY

7.1 SPECIFICATIONS

- **One (1) New 2023 or 2024, Ice Resurfacer that is capable of the following:**
 - Shaving, sweeping, and cleaning ice surfaces and rink boards.
 - Flooding ice surface with equal distribution of water.
 - Remove excess snow from the ice surface, store the snow, and empty the tank
 - Reliable and dependable

Ice Resurfacer Specifications	Included YES/NO	Optional Equipment Cost	Please Explain if Different
Certified for use in the Province of Alberta and able to carry the appropriate weight of water and snow. Stainless steel construction			
Four-wheel drive capabilities Wheel Base: _____			
4 wheel disk brakes Type: _____			

Park Break Type: _____			
Front dump capabilities			
Water Tank: Capacity and material: _____			
Storage Tank: Capacity and material: _____			
Water pump: Capacity _____ Make _____ Model _____ S/N: _____			
Color Exteriors – No color preference			
Automatic Snow Breaker			
Automatic towel bar lift			
Guide wheels on the front and back			
Conveyor System			
Horizontal Auger Size: _____ Vertical Auger Size: _____			
Ice Shaving Blade: The material blade is made of: _____ Length of blade: _____ Please indicate the cutting depth the blade is able to cut and the down pressure capabilities: _____			
Conditioner:			
Please indicate the engine horsepower and options Type of Energy/Fuel Source: Fuel Source Capacity: WHP/HP: _____			
Alternator Specify Amps:			
Battery - Specify CCA: _____			

Hydrostatic transmission			
15" Alloy Wheels			
Turning Radius: Must be able to turn within a regular 200' x 85' standard ice surface.			
Board Brushes Location of board brushes _____ Ability to attach and detach board brushes: _____			
Lights: Mounted and Installed LED lights.			
Manuals: One paper copy and one digital copy of the services manual			
Warranty: Include manufactures warranty. Specify warranty coverages and nearest service location			
Maintenance: Include recommended maintenance schedule			

7.1 TOTAL ALL INCLUSIVE PRICE SUBMISSION (in Canadian Dollars)

VEHICLES	UNIT PRICE	TOTAL PRICE *Include options stated in specification sheets but do not include G.S.T. in TotalPrice above.	Extended Warranty	Expected Delivery Date
One (1) New 2023 or 2024, Ice Resurfacer	1@ \$	\$	\$	
Total Price		\$		

Supplier Contact: _____

Supplier Phone: _____

Supplier Fax: _____

Supplier E-mail: _____

7.2 CERTIFICATION

We _____
Company Name

Of _____
Business Address

Phone Number

E-mail Address

Having examined and read the tender documents for the New 2023 or 2024, Ice Resurfacer as issued by the Municipal District of Greenview No. 16, and do hereby bid and agree to provide the services/products in accordance with the tender/RFT documents.

Executed this _____ day of, 2023

Signature of authorized representative

Print or type name and status of authorized representative

Title: EXPENDITURE AND DISBURSEMENT POLICY

Policy No: 1018

Effective Date: June 8, 2020

Motion Number: 20.06.339

Supersedes Policy No: NONE

Review Date: June 8, 2023



Purpose: To establish expenditure control guidelines by identifying processes for the efficient procurement and payment of goods and services for Greenview in support of effective operations based on the following principles:

- Council recognizes the need for the prompt payment of accounts and delegates the authority to disperse funds for all budget-approved expenditures to the CAO and designates to the levels authorized under Procedure Section 2.
- Greenview is subject to two trade agreements, the New West Partnership Trade Agreement (NWPTA) and the Agreement on Canadian Free Trade Agreement (CFTA). These two agreements must be adhered to for all expenditures that occur within their respective limits.

Greenview will not consider purchasing or procuring goods or services from any contractor or supplier that is 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.

DEFINITIONS

ACAO means the Assistant Chief Administrative Officer.

Administration means Greenview's Chief Administrative Officer and employees of Greenview

Associated Expenditure Officers means the individuals that are identified by the respective department's General Manager or Manager. These officers are delegated a limited amount of expenditure on behalf of the responsible Department Budget Manager. The Chief Administrative Officer or any General Manager or CFO, or Manager providing this delegation to their staff is responsible to provide, in writing, to the Finance and Administration Manager; the name of the employee, the expenditure limit, and a copy of the employees' signature.

Accounting Officer means an individual that is a member of the finance team, such as the Manager of Finance and Administration, Manager of Financial Reporting, Staff Accountant and CFO and any version of these titles.

Capital Budget means the annual Greenview capital budget as approved by Council.

Capital Expenditure means the purchase of an item identified in the Capital Budget.

CFTA means the Canadian Free Trade Agreement and any amendments thereto.

CAO means the person appointed as the Chief Administrative Officer of Greenview in accordance with the *Municipal Government Act*.

CFO means the Chief Financial Officer for Greenview.

Council means council for the Municipal District of Greenview No. 16.

Department Budget Manager means the manager who is ultimately responsible for the department's budget. The individual who creates and presents the department's proposed budget to Council.

Emergencies means when the lack of immediate action would jeopardize operations or equipment, disrupt critical public services or involve public or staff safety.

Expenditure Officer means the individual that has the authority to sign contracts, ~~purchase orders~~ and invoices for payment. Typically, an Expenditure Officer will be the Chief Administrative Officer, General Manager, Manager or Assistant Manager responsible for a department, who is accountable for the department's budget control and administration.

Generally Accepted Accounting Principles means a common set of accepted accounting principles, standards, and procedures that organizations (public and private) and their accountants follow when they compile their financial statements. GAAP improves the clarity of the communication of financial information.

Goods means a manufactured item.

Litigation means the filing of an action in a court of law.

Nepotism means the practice among those with power or influence of favouring relatives or friends.

NWPTA means the New West Partnership Trade Agreement and any amendments thereto.

Operating Budget means the annual Greenview operating budget as approved by Council.

Purchase Card means a Greenview issued gas or credit card.

Quote means the price bid obtained in writing from a supplier of goods or services, but does not include a tender.

Service means any work or duties performed, including any materials provided.

POLICY

1. Greenview Council hereby establishes a policy for consistent, fair, and transparent purchasing practices while ensuring efficient allocation of available resources in accordance with the *Municipal Government Act*, the NWPTA, and the CFTA. Council realizes that they have a responsibility to its ratepayers to maximize the value of the tax revenue when purchasing Greenview goods and services.
2. The overall responsibility for implementing and monitoring the annual budget rests with the CAO. The CFO has the overall responsibility for budget reporting and to ensure that all

expenditures are a legitimate claim against Greenview, are within established authorities, and have been either authorized in the annual budget or approved by resolution of Council.

PROCEDURE

1. Responsibilities

1.1. *Expenditure Officers responsibilities include:*

- 1.1.1. Authorizing a proposed expenditure or disbursement within the financial limits established in this policy.
- 1.1.2. Abiding by the NWPTA and CFTA when conducting tender calls, request for proposals or request for Quotes.
- 1.1.3. Certifying that the amount of a proposed expenditure or disbursement is fair and just; and within applicable policies.
- 1.1.4. Initiating a disbursement that is consistent with the purpose for which the money is available.
- 1.1.5. Managing program or service delivery within Council approved budget allocation.
- 1.1.6. Verifying that the goods and services have been received or the work has been performed satisfactorily.
- 1.1.7. Verifying that a request for cheque is supported by adequate documentation.
- 1.1.8. Verifying the accurate coding of invoices related to their financial budget responsibility.
- 1.1.9. Verifying that purchase card (credit and gas) procedures are followed.
- 1.1.10. Verifying all invoices and/or receipts are submitted to Accounts Payables.
- 1.1.11. Delegating limited expenditure approval to their department's staff, as the Department's Budget Manager sees fit, and ensuring that all related documentation is submitted to Finance.

1.2. *Associated Expenditure Officers responsibilities include:*

- 1.2.1. Authorizing expenditures or disbursements within the expenditure limit delegated by their manager.
- 1.2.2. Signing and receiving a copy of every invoice for the items they have purchased on behalf of Greenview.
- 1.2.3. Ensuring invoices are authorized, signed and goods or services are received.

1.3. *Accounting Officers responsibilities include:*

- 1.3.1. Creating and verifying that adequate processes and controls are in place to safeguard against any material accounting misstatement and following the guidelines outlined within this policy.
- 1.3.2. Verifying that a proposed expenditure or disbursement has been properly authorized by an Expenditure Officer.
- 1.3.3. Verifying that a proposed expenditure or disbursement is for the purpose authorized by the approved budget, and is consistent with the purpose for which the money is available.
- 1.3.4. Verifying that the expenditure is recorded in the appropriate fiscal and reporting period.
- 1.3.5. Verifying that the required supporting documentation is complete and readily available.

- 1.3.6. Verifying that the expenditure is charged to the appropriate general ledger account.
- 1.3.7. Verifying that the proposed expenditure or disbursement does not contravene any applicable policy or other legislative authority.
- 1.3.8. Arranging pre-authorized payments to be made directly from Greenview's bank account with authorization from the CFO.
- 1.3.9. Arranging direct deposits to be made to Greenview's bank account with the authorization from the CFO.
- 1.3.10. Ensuring that the CFO and any applicable staff are made aware of any budget to actual concerns that the accounting officer may become aware of during their daily duties.
- 1.3.11. Ensuring that the accounting practices are acceptable under the Generally Accepted Accounting Principles.
- 1.3.12. Preparing monthly department budget to actual reports.
- 1.3.13. Preparing and presenting to Council the organizational quarterly budget to actual report.

2. General Provisions

- 2.1. All expenditures shall be included in the current year's budget or be approved by a resolution of Council.
- 2.2. Greenview's Expenditure Officers may make an expenditure that is included in the approved operating and capital budgets up to the financial limits established in this policy or as otherwise approved by resolution of Council.
- 2.3. A resolution of Council is required for all unbudgeted expenses and all unbudgeted capital expenditures over \$200,000.
- 2.4. Expenditure Officers are authorized to commit Greenview for all purchases that have been approved in the annual budget as follows:
 - 2.4.1. CAO up to the maximum budget allocation for operational expenses;
 - 2.4.2. ACAO, General Managers, CFO, up to \$500,000;
 - 2.4.3. Department Managers up to \$50,000;
 - 2.4.4. Assistant Managers up to \$10,000;
 - 2.4.5. Executive Assistants-up to \$5,000;
 - 2.4.6. All other designated staff up to \$1,000.
 - 2.4.7. Other staff as delegated in writing by the Expenditure Officers.
- 2.5. Operating expenditures that exceed the Council approved operating budget by less than \$10,000.00 but still remain within the overall department budget may be approved by the CAO or designate. If the over expenditure does not remain within the total department budget, the expenditure shall be presented to Council for approval.
- 2.6. Capital expenditure for equipment or vehicles that exceeds Council's approved budget by less than \$10,000.00 or 10% and will remain within the department's overall capital budget, may be approved by the CAO provided that such capital expenditure does not exceed the financial approval limits in this policy.

- 2.7. Any operational expenditure approved by Council by resolution may be awarded and/or actioned by Administration, excepting Request for Proposals, which must be awarded by Council.
- 2.8. Any capital expenditure approved by Council in budget or by resolution may be awarded and/or actioned by Administration to a maximum of \$200,000.00, excepting Requests for Proposals, which must be awarded by Council. Purchases greater than \$200,000 on a capital expenditure that is not part of a tendered project must be approved by resolution of Council.
- 2.9. Any capital expenditures awarded or actioned by Administration will be reported to Council via the monthly manager's reports and will include: Budgeted amount, Company name and values of compliant bids received, the name of the successful bidder, a list of bidders submitting non-compliant bids.
- 2.10. Staff will not engage in nepotism and will make any conflict of interest (actual or perceived) known to the CAO. If the staff person in question is the CAO, they will make any conflict of interest known to Council.
- 2.11. Expenditure Officers shall not authorize an expenditure or disbursement where they are directly involved in the transaction, except in the case of attending training, conferences, travel and accommodations associated with work. The expenditure claim or credit card receipt/invoice should clearly state the reason for the expenditure or claim.
- 2.12. Expenditure authority may be delegated in the absence of the responsible Expenditure Officer. The CFO and Manager of Finance and Administration must be notified in writing prior to the delegation of the Expenditure authority.
- 2.13. A current listing of approved Expenditure Officers or associated Expenditure Officers, with specimen signature and applicable expenditure authority shall be maintained by the Manager of Finance and Administration and copied to Accounts Payable.
- 2.14. Due to reasons of standardizations, economies of scale, vendor familiarity or required expertise, the following types of expenditures are coordinated by the manager or department as identified below:
 - 2.14.1. Stationery and office supplies by Administration Office Reception;
 - 2.14.2. Office furnishings by Facility Maintenance;
 - 2.14.3. Office equipment by Information Technology;
 - 2.14.4. All electronic equipment and software purchases for use in conjunction with Greenview's Network Infrastructure must first be reviewed by Information Systems Staff for compatibility and compliance with information Technology Standards employed throughout the organization;
 - 2.14.5. Vehicles (non-emergency) and heavy equipment by the Manager of Operations with input from the Fleet Coordinator and the receiving department's manager;
 - 2.14.6. Emergency vehicles by the Manager of Protective Services and Sergeant, Enforcement Services;
 - 2.14.7. All Greenview insurance by Corporate Services.
- 2.15. Reacquisitions, purchases, expenditures or contracts may not be divided in order to avoid the financial limits of this policy or the limits established in the NWPTA or the CFTA.

3. Marketing and Media Placement

- 3.1. Advertising, signage, print and marketing materials must be approved by the Communications Manager.

4. Emergency Expenditures

- 4.1. Unbudgeted expenditures may be undertaken in the event of an emergency situation where the Expenditure Officer must make purchase decisions efficiently to bring the emergency situation under control.
 - 4.1.1. Emergency expenditures may be authorized by the CAO or designates.
 - 4.1.2. All such expenditures shall be reported to Greenview Council at the next available opportunity.
 - 4.1.3. Proper documentation of all emergency expenditures is required.

5. Contracts

- 5.1. Written contracts should be used in situations where there is a need to specify in writing the requirements for supply or continuing supply of goods or services, and the need to identify each party's degree of responsibility and or liability in the case of damage, default or loss.
 - 5.1.1. The Expenditure Officer must ensure that the necessary holdback percentage is withheld from progress payments where there is a holdback charge to compensate for potential defective work or claims from third parties. Progress payment or invoices related to contracts should be approved only after the person responsible for the contract certifies performance of services or receipt of goods or confirmed the percentage of work completed. Generally, this performance certificate is supplied by an engineering firm or project contract manager.
 - 5.1.2. A statutory declaration and WCB declaration must be obtained from the contractor and the third parties where required to discharge all claims and obligations against Greenview before payment is made and before any holdback or deposit is released. All defects must be corrected before the final payment is approved and security deposits are returned.

6. Cheque Requisitions

- 6.1. Cheque requisitions are required for:
 - 6.1.1. All grant expenditures; and
 - 6.1.2. All expenditures where an invoice is not available such as the School Requisitions, etc., except for personal expense claims, these will be paid based on the personal expense claim and the manager's approval of the claim.

7. Expenditure Approval

- 7.1. The ACAO may approve expenditures up to the CAO limit while serving as the designated Acting CAO. When the Acting CAO signs in the absence of the CAO, they shall include ACAO after signature to indicate to the Accounts Payables department their authority to sign higher expenditure limits.

- 7.2. To avoid penalty charges the CAO, Manager of Finance and Administration or the CFO may approve an invoice related to ongoing operations, such as gas, electric or utility invoices, with a copy being shared with the responsible Expenditure Officer.

8. Purchasing Methods

- 8.1. Direct purchases from a supplier paid by credit card must comply with the provisions of this policy. Employees who occupy positions with delegated low dollar value purchasing authority in accordance with section 1.1.12 of this policy may be eligible for a purchase card upon approval by the CAO. Every card holder shall be informed of and must agree to the responsibilities and restrictions regarding the use of the purchase card.
- 8.2. Greenview's Expenditure Officers may sole source items that are equal to or less than \$10,000.00 if it is beneficial to the organization to do so.
- 8.3. Purchases between \$10,000.00 and \$74,999.99:
 - 8.3.1. Expenditure Officers must attempt to obtain a minimum of three Quotes. Quotes must be documented and include the date, name of the supplier and contact person, total cost of quote, and must be signed by the individual requesting the quote. Purchase must be initiated contract. In the event that the vendor provides a unique good, service, or software not readily available on the open market this must be noted in the contract.
 - 8.3.2. The use of Day Labour from service providers who have responded to Greenview's advertisement for Day Labour services and are included in Greenview's Day Labour Source Book, are considered to meet this requirement.
- 8.4. Purchases over \$75,000.00:
 - 8.4.1. Expenditure Officers must abide by the NWPTA for purchases over \$75,000.00 both the NWPTA and CFTA for purchases over \$100,000.00 (see table in Section 9.1). A written contract must be signed for all purchases over this limit. The written contract may be a sales agreement for vehicle and equipment purchases. All written contracts shall clearly indicate each party's responsibilities, date, duration of contract, and have the supplier's authorized agent's signature, and the appropriate Greenview signatures.

9. Tendering/ Requests for Proposals

- 9.1. Tenders or Request for Proposals must be issued in compliance with the NWTA and CFTA in accordance with the financial thresholds established in those agreements, unless such purchase is an excluded procurement as defined by the agreements.

Type	NWPTA	CFTA
Goods	\$75,000.00	\$100,000.00
Services	\$75,000.00	\$100,000.00
Construction	\$200,000.00	\$250,000.00

- 9.2. All tender or request for proposal notices must be posted on the Alberta Purchasing Connection Website www.purchasingconnection.ca. Additional means of tendering notices may also be used.
- 9.3. Greenview will use a weighted criteria to evaluate tender submissions over the NWPTA thresholds. The lowest bid meeting the tender or request for proposal requirements and/or specifications will normally be accepted. Justification in writing along with recommendation must be submitted if the lowest bidder is not selected. Normally the only acceptable reasons for selecting bidder that is not the lowest bidder would be:
 - 9.3.1. Low bidder does not meet specifications;
 - 9.3.2. Low bidder cannot deliver within the required time;
 - 9.3.3. The quality of performance of previous contracts or services may be in question;
 - 9.3.4. The acceptance of the low bid would result in higher overall end costs (such as operating or life cycle costs);
 - 9.3.5. The ability, capacity, experience and efficiency of the bidder.
10. The opening of tenders or requests for proposal must be completed in the advertised public setting.

Title: Vehicle and Equipment Replacement

Policy No: 4006

Effective Date: May 11, 2020

Motion Number: 20.05.279

Supersedes Policy No: NONE

Review Date: May 11, 2023



Purpose: To ensure Greenview maintains a modern and reliable vehicle and equipment pool, at the lowest overall cost, through establishing a standard of equipment procurement, disposal, replacement and sustainable funding. Fire services equipment will be evaluated separately.

DEFINITIONS

ACAO means the Assistance Chief Administrative Officer.

CAO means Chief Administrative Officer.

CFO means the Chief Financial Officer.

GM means General Manager of one of the major departments and includes the Chief Financial Officer.

Greenview means the municipal corporation of the M.D. of Greenview No. 16.

Heavy Duty means a vehicle with a gross vehicle weight of greater than 10,000 lbs, including 1- ton trucks.

Life Cycle means the useful life of a vehicle or piece of equipment based on the average years, kilometres (km), or engine hours a vehicle or piece of equipment operates before maintenance becomes cost prohibitive.

Light/Medium Duty means vehicles with a gross vehicle weight of less than 8,500 lbs, including SUV's, minivans, ½ ton trucks.

Medium Duty means vehicles with a gross vehicle weight of between 8,500 and 10,000 lbs, including ¾ ton trucks.

SLT means Senior Leadership Team comprised of the GMs, CFO, ACAO and CAO.

POLICY

General Principles

1. Administration will recommend the type of equipment and vehicles that will be required to be replaced on a regular basis, to ensure the services of Greenview are provided as directed by Council.
2. Administration will endeavor to purchase the most economical and fuel efficient vehicles and pieces of equipment available and will recommend for purchase the most basic vehicle to suit the department's needs
3. Used vehicles and pieces of equipment may be considered for purchase.
4. Administration may consider leasing vehicles or equipment when economically feasible.
5. All fleet acquisition and disposal will be conducted through the legislated procurement processes and in accordance with Greenview purchasing policies.
6. In circumstances where a vehicle or piece of equipment becomes cost prohibitive to maintain or operate, before the end of its established life cycle, it may be considered for early replacement.
7. Upon review, if a vehicle or piece of equipment has continually performed at a high level, with a satisfactory maintenance record, that vehicle or piece of equipment may be considered for a life cycle extension.
8. Vehicles and equipment will be evaluated for replacement based on the following criteria:

VEHICLE/EQUIPMENT TYPE	TIME IN SERVICE (years/kms/engine hours/condition)
Light/Medium Duty Vehicles	10 years / 200,000 kms
Medium Duty Diesel Vehicles	10 years / 300,000 kms
Heavy Duty Vehicles	10 years / 300,000 kms
Graders	10 years / 7,500 hours
Loaders	10 years / 7,500 hours
Backhoes	10 years / 7,500 hours
Track Excavators	7,500 hours
ATV's/UTV's	15 years
Tractors (all types)	7,500 hours
Zambonis	10 years
Light Duty Mowers (zero -turn, self-propelled)	5 years
Gang Mowers	10 year
Water Tankers	20 years

Administrative Responsibilities:

9. Fleet Coordinator and Managers are responsible to recommend replacement of vehicles and equipment in accordance with this policy.
10. Vehicle accessories must be approved by the GM.

11. Vehicle replacement requests must be approved by the GM.
12. SLT must sign off on department requests for fleet vehicles above light/medium duty.

Equipment and Vehicle Fleet Reserve

13. Administration will establish an Equipment and Vehicle Fleet Reserve.
14. Administration will establish a Capital Reserve Replacement rate, taking into consideration the life span of the equipment and vehicle(s) and the estimated replacement cost.
15. Equipment and Vehicle Fleet Reserve replacement charges will be transferred to a capital reserve fund for equipment and vehicle replacement.
16. Fleet replacement and due to obsolescence or end of life cycle will be financed through the Equipment and Vehicle Fleet Reserve.
17. Fleet replacement due to physical damage will be financed through appropriate insurance procedures, with the balance for replacement coming from the vehicle replacement reserve.
18. Proceeds from the disposal of vehicles or equipment will be allocated to the Equipment and Vehicle Fleet Reserve.
19. Interest earned from the Equipment and Vehicle Fleet Reserve will be allocated to the reserve at year end.
20. Council shall authorize the transfer of funds to and from the reserve.