

Instructions to Bidders

1. Read the Bid and Contract Form, these Instructions to Bidders and Conditions of Contract, and any supplemental specifications and drawings identified in the Bid and Contract Form (collectively the "Bid Documents") before submitting your bid.
2. Complete Part 7 of the Bid and Contract Form (type or print legibly) and submit the form (one page only) to the bid submission location before the specified bid closing date and time (bid closing).
3. You may hand-deliver, courier, mail, fax, or e-mail your bid. You are solely responsible for ensuring that your bid is received at the specified location, fax number, or e-mail address before bid closing.
4. If you choose to submit your bid in a sealed envelope, ensure the envelope is clearly marked "bid" and identifies the contract name and location. If you fail to so mark the envelope, or if you choose to submit your bid via fax or e-mail, you assume the risk of loss of confidentiality of your bid before bid closing.
5. If you choose to submit your bid via e-mail, send a scanned copy of the completed Bid and Contract Form to the specified e-mail address only. Any other form of e-mail submission will not be accepted.
6. Up until bid closing, you may, by written request, withdraw a previously submitted bid. After bid closing, your bid cannot be withdrawn and is open to acceptance by us until 35 days after bid closing.
7. If requested by one or more bidders, bids will be opened and read aloud publicly shortly after bid closing. Alternatively, you may request the bid results from the Contact Person indicated in the Bid and Contract Form.
8. We may not necessarily accept the lowest or any bid. We reserve the right to reject any and all bids.
9. A legally binding contract will result if and when we complete Part 8 of the Bid and Contract Form and we return a copy to you within 35 days after the bid closing.
10. Contact the Contact Person indicated in the Bid and Contract Form if you need more information.

Conditions of Contract

1. Materials and Labour

Unless otherwise specified, you (the "Contractor") will provide and pay for all materials, labour, tools and equipment necessary for the execution of the work. Unless otherwise specified, all materials will be new. Materials and workmanship will be of the quality specified, or if not specified, suitable for the purpose intended. You will not employ any unfit person or anyone not skilled in the work assigned to him/her.

2. Assignment

You will not assign this contract, in whole or part, nor sublet this contract as a whole, without our (the "Minister's") written consent, which consent will be at our sole discretion.

3. Termination

We (the "Minister") may, by giving a written notice of termination to you, terminate this contract at any time.

4. Subcontracts

No contractual relationship will be created between any subcontractor and us. You agree to bind every subcontractor to the terms of this contract, as far as applicable to work of the subcontract.

5. Goods and Services Tax (GST)

The contract price excludes GST. We certify that the purchaser of the goods and services provided under this contract is the Government of Alberta, and is not subject to GST.

6. Protection of Work and Property

You will take all reasonable precautions necessary to protect the work and our property from damage during performance of this contract and you will make good any damage caused by you or any of your subcontractors.

7. Hold Harmless Agreement

You will indemnify and hold us harmless from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which you are legally responsible, including those arising out of negligence or willful acts by you or your employees or agents. This hold harmless provision will survive the contract.

8. Insurance

1. You will, at your own expense and without limiting your liabilities under this contract, insure your operations under a general liability insurance policy, placed with an insurer that complies with the Insurance Act (Alberta). Coverage shall be in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, including loss of use. Such insurance shall include blanket written contractual liability.
2. You will maintain automobile liability insurance on all vehicles owned, operated or licensed in your name, in an amount not less than \$2,000,000.00.
3. Where such risks exist, you will maintain property insurance in the form of an all risks builder's risk policy or an all risks installation floater, insuring not less than the full insurable value of the work.
4. If requested by us, you will provide, in a form acceptable to us, proof that the specified insurance coverage is in effect.

9. Regulatory Requirements

1. You will comply with all laws, ordinances, rules, regulations, orders, codes and other legally enforceable requirements applicable to the performance of this contract.
2. You will apply and pay for necessary permits or licenses required for the execution of the work.
3. You will comply with the Occupational Health and Safety Act and its regulations.

10. Cleaning

You will keep the work site free from accumulations of waste material and will leave the premises "broom clean" or its equivalent.

11. Contract Time

Time is of the essence of the contract. You will perform the work expeditiously and with adequate forces to complete the work by the completion time specified.

12. Product Options and Substitutions

1. For products specified by non-proprietary specifications, you will select any product, by any manufacturer, which meets requirements of the contract.
2. For products specified by proprietary specifications and accompanied by words indicating that substitutions will not be accepted, you will select only products or manufacturers named. Substitutions are not permitted.

- .3 Except where substitutions are not permitted, when a product is specified by proprietary specifications, we will accept unnamed products, subject to such substitutions being the same generic type as, being capable of performing the same functions as, and meeting or exceeding the standards of quality and performance of the named product. Substitutions must not require revisions to the contract.

13. Warranty

Neither final payment, nor any provision in the contract will relieve you from responsibility for faulty materials or workmanship which appear within one year from the date of completion of the work, or such other time as may be specified for parts of the work. You will remedy any defects, and pay for any damage to other work resulting from such defects, which appear within such time period(s).

14. Changes in the Work

We may order changes in the work by means of a written change order, subject to agreement between us on adjustment to contract price and contract time, if any. You will not proceed with any change in the work without a written change order.

15. Valuation of Changes

- .1 The value of a change, and the change in Contract Price and Contract Time, shall be as agreed upon in writing, before the Minister orders the Contractor to proceed with the change in the Work.
- .2 Alternatively, if the Minister orders the Contractor, in writing, to proceed with a change in the Work before there is an agreement on the value of the change, the value of the change shall be based on the Contractor's actual costs and savings attributable to the change. If a change results in a net increase in the Contractor's costs, the Contract Price shall be increased by the amount of the net increase in costs, plus an allowance for overhead and profit, as follows:
 - .1 For work performed by Contractor's own forces, including work performed to accommodate work performed by Subcontractors, the Contractor shall be entitled to a mark-up of 15% on actual costs of material and labour related to the change in the work for overhead and profit.
 - .2 For work performed by Subcontractors:
 - .1 each Subcontractor shall be entitled to a mark-up of 15% on actual costs of material and labour related to the change in the work for overhead and profit, and
 - .2 the Contractor shall be entitled to 10% of Subcontractors' total.
 - .3 For work performed by Sub-subcontractors:
 - .1 each Sub-subcontractor shall be entitled to a mark-up of 15% on actual costs of material and labour related to the change in the work for overhead and profit,
 - .2 Subcontractor shall be entitled to 10% of Sub-subcontractors' total, and
 - .3 Contractor shall be entitled to 10% of above total.
 - .4 If a change results in a decrease in cost, amount of credit to be given to Minister shall be amount of actual decrease, without overhead and profit.
 - .5 If a change involves both extras and credits and results in an increase in cost, overhead and profit shall be allowed on increase only.

16. Payment

If you complete the work of the contract, including correction of deficiencies, in less than one month, and you submit an invoice in the amount of the contract price:

- .1 we will make a payment in the amount of the contract price, less a 10% holdback, approximately 30 days after the invoice date, and
- .2 we will make a second payment in the amount of the holdback, after 45 days has expired from the last day that work was performed at the work site, provided that:
 - 1) we have a letter of clearance from the Workers' Compensation Board, and
 - 2) any third party claims received by us have been resolved, or
- .3 we will, at our discretion, make a single payment in the full amount of the contract price, with no holdback, subject to the same conditions specified in 16.2 above for release of holdback.

If the duration of the work of the contract is more than one month, you may submit a monthly progress claim for the value of work performed and products delivered to the work site at that date, in which case:

- .1 we may adjust the amount payable by us on the monthly progress claim,
- .2 we will retain a holdback of 10% of the amount payable by us on each progress claim,
- .3 you must submit with your second and any subsequent progress claims, and as a condition of holdback release, a Statutory Declaration of Payment Distribution acceptable to us, and
- .4 we will release the holdback after 45 days has expired from the last day that work was performed at the work site, provided that:
 - 1) we have a letter of clearance from the Workers' Compensation Board, and
 - 2) any third party claims received by us have been resolved.

17. Claims and Disputes

- .1 If you intend to claim any additional payment in excess of the contract price, you will give notice of your intention to us promptly after you become aware of the circumstance giving rise to the claim.
- .2 You and we will make bona fide efforts to resolve the claim as soon as possible after receipt thereof. When we issue a final written position on the claim, or if we fail to do so within a reasonable time, and the claim remains unresolved, the claim will be considered a dispute.
- .3 If a dispute of any kind arises between you and us, the matter will be settled in accordance with the processes identified in the "Dispute Resolution Process for Government of Alberta Construction Contracts" (Appendices A, B, C, D, and E) available from the Queen's Printer.

18. Right of Review

You will permit us, or anyone acting on our behalf, to review, inspect and critique your performance of the work. We may, at the completion of the work, evaluate your performance of the work. The results of the performance evaluation will be reviewed with you.

19. Recycling

You will ensure that work on our property is provided in an environmentally friendly manner using best practices that mitigate harmful environmental impacts. You will provide us with a waste management plan listing materials that will be salvaged, reused or recycled during the course of the project for cardboard, wood, beverage containers, land clearing debris, aggregate (including concrete, asphalt and masonry), metals, gypsum board, plastic and carpet.

Other waste materials resulting from your activities under this Contract will be disposed of as per provincially regulated recycling programs should they apply. This includes but is not restricted to electronics, paint, oils, cleaners, pesticides and tires.

20. COUNTERPART SIGNATURES

This Contract may be executed by the parties in counterparts, and may be delivered by electronic transmission in Portable Document Format (PDF), each of which upon execution and delivery shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.