

COUNTY OF GRANDE PRAIRIE No. 1

CONTRACT SECTIONS LIST

TABLE OF CONTENTS AND COLOR CODING SYSTEM

Assembly Sequence from Front to Back

PART ONE – Shall consist of the Components below.

Table of Contents and Color Coding System

White

Public Notice To Make Offer

White

Addenda

White

Special Provisions

Pink

Receipt Confirmation Form

White

Proposal Form

Blue

Proposal – Conditions
Proposal – General Terms of Reference
Proposal – Project Considerations
Proposal – Proposer's Details
Proposal – Signature Page
Proposal – Evaluation Sheet
Proposal – Supply Schedule

Agreement

Canary Yellow

Surety and Clearances

White

Workers' Compensation Board Clearance Letter
Insurance Certificate – Certified True copy

Index and General Specifications - Goods

Green

NOTE: The color tabs as shown on this Table represent each section of the document. Each tab is referenced to a section of the Table by its insertion in the upper right hand corner of each page. This will be done only during distribution in the advertising process. Once the contract package is assembled for signature, the color of the contract page(s) will be matched to the tab in the upper right hand corner, and those pages shall represent then the individual sections.

PART TWO – Shall consist of the Information requested in Proposal Form – Proposer's Details, and as submitted by the successful Proposer as a separate document.

White

PUBLIC NOTICE TO MAKE OFFER
REQUEST FOR PROPOSAL (RFP) PROCESS
COUNTY OF GRANDE PRAIRIE No. 1

Description of Project: **Supply, Install, Host and Implement an Automated Vehicle Location (AVL) System**

Offers must be completed **upon the documents labeled as Proposal Form , such Form provided by the County** and such Form consisting of the Sections as shown in the Table of Contents and Color Coding System, placed and sealed in a **self-addressed** brown 10 X 12 inch envelope;

addressed to the County of Grande Prairie No. 1, Information Systems Department, and marked clearly "**Proposal – Information Systems Department – Attention: Natalia Madden, for the Supply, Install, Hosting, and Implementation of an Automated Vehicle Location (AVL) System – RFP No. FN-2010-0058 – Closing March 12, 2010 at 16:00:00 hours Mountain Standard Time;**

and will be received in Hard-Copy format **only** through regular mail, express mail, courier, personal delivery, at the County Main Office, 10001 - 84 Avenue, Clairmont, Alberta T0H 0W0 until 4:00 PM local time, Friday, March 12, 2010.

Location of Project: County Main Building
10001 – 84 Avenue
Clairmont, Alberta

Quantities of Work: One (1) fully functioning AVL System
Five (5) Location-Sender units in vehicles/equipment – initial trial installation

Description of Work: The County of Grande Prairie will be accepting Proposals from qualified individuals or firms to supply, install, and implement an Automated Vehicle Location (AVL) System for use in **five (5)** selected County pieces of self-propelled mobile equipment from the Public Works and Emergency Services Departments. The System must have the capability of hosting the data gathered, at the Proposer's place of electronic storage of information, hereafter called a "House".

The System, must be further capable to deliver information from the Proposer's House to a Map interface (accessible by County Staff via web or ready to use software) that can "run" the County's Objectives.

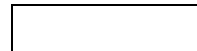
The System must address, if possible, County concerns about existing areas of radio and cell phone access "dead spots", and do so in terms of operator's abilities to electronically request help. The System must provide associated ongoing service from the Proposer as stipulated below and described in layman's terms – In terms of software: maintenance, support, and upgrades, on a yearly basis and for a period not exceeding 3 years, and In terms of individual equipment (location sender unit or tracking device - 5 units); maintenance on a monthly basis for a period not exceeding 3 years.

Contract Documents, including the Proposal Form, may be obtained through the auspices of the **Alberta Purchasing Connection**, website at www.purchasingconnection.ca. **No deposit** is required to obtain such Documents.

The lowest dollar-value Proposal, or any Proposal, will not necessarily be accepted. Such determination will be made solely by the County.

Proposal and Technical Inquiries

Natalia Madden, Information Systems Manager
County of Grande Prairie No.1
10001 – 84 Avenue, Clairmont, Alberta T0H 0W0
Fax: 780- 513- 6492 Telephone: 780 – 532 - 9722
E-mail: nmadden@countygpr.ab.ca



ADDENDA

Number of _____

COUNTY OF GRANDE PRAIRIE No. 1

SPECIAL PROVISIONS

Special Provisions shall over-rule all other General and Detail Specifications, Agreement Terms and Conditions, Quote Form Terms and Conditions; and shall have priority as stated in the applicable General Specifications – Document Conflict.

A. Award Basis

Reference Article 59 – Award Basis – General Specifications. The lowest dollar-value Offer, or any Offer, will not necessarily be accepted. The award, if any, will be based largely on the Evaluation Sheet, highest Point Total, such Point Total determined solely by the County.

B. Availability of Documents

Documents *shall only* be available through the Alberta Purchasing Connection network.

C. Bonds and Surety

No Performance and/or Labour - Materials Payment bonds shall be required with this Proposal or as part of the Contract. The same is applicable to the Consent of Surety.

Reference Item (14.) of the Proposal Form – Conditions, 2nd. Paragraph commencing with the wordingand upon execution of the contract, furnish the County with Delete in its entirety. No Performance Bond nor Labour and Materials Payment Bond is required, neither is an Offer (Bid) Bond or any other Submission Security.

D. Contract Term

The Contract shall be considered as completed at the end of a 6 month successful trial period for the five (5) County selected vehicles-equipment, as evidenced by the issuance of a Final Construction Completion and Acceptance Certificate (FAC). The issuance of the FAC will not abrogate the Proposer's obligation to provide three (3) year maintenance services as stipulated in Proposal Form – Project Considerations, Article (1.) Introduction.

An Initial Construction Completion and Acceptance Certificate (CCC) shall be issued upon the successful installation of the five (5) location-sender units in the five (5) County vehicles when all of the system is fully functional. That certificate shall mark the commencement of the 6 month trial period.

E. Demonstration Travel Expenses – Proposer's Location

Should the Proposer chose to demonstrate his System by providing such demonstration at his technical offices, and should those offices be located outside the boundaries of the Province of

Alberta, the Proposer must provide at his cost for travel and accommodation expenses for a 3 person party from the County to travel to his location and possibly stay over night. Expenses to be accommodated are; travel by air both ways, reasonable hotel with separate rooms, reasonable meals, and taxi fare to and from his place of demonstration.

F. Designation of Act(s) for Work to be Undertaken

For purposes of this Work, the Automated Vehicle Locations System is deemed to be a Goods product with associated technical services, and therefore the Sales of Goods Act of Alberta shall take precedence over any Services Act.

G. Estimated Quantities

Further to Article (10.) Estimated Quantities – Proposal Form – Conditions, the Quantities are not estimated and are considered fixed.

H. General Specifications – Articles not applicable to this Proposal

Reference the County of Grande Prairie No. 1 – General Specifications Index. Articles in that Index that incur a double stroke line through them are herein deemed as not applicable to this Work. Furthermore, as per, Article 1 – Definitions, of the General Specifications, several definitions also incur a double stroke lines and they too are deemed as not applicable to this Work.

I. General Specification – Article 56 – Freedom of Information and Protection of Privacy Act

The contact person at the County of Grande Prairie for issues related to the above, is Brandi Tansem at 780 – 532 – 9722, extension 220; or by email at btansem@countygpr.ab.ca.

J. Head Office Location

The Proposer must have a fully functional North American head office.

K. Holdback

Work done under this Contract as specifically related to Holdback calculation, deduction, and release; shall be undertaken under the jurisdiction of the following Alberta Act(s):

- ☐ Builders' Lien Act (10% Holdback for 45 days)
- ☐ Public Works Act (for Highways or Roads, 10% Holdback for 90 days)
- ☐ Public Works Act (for All Other Construction, 10 % Holdback for 45 days)
- ☒ Sale of Goods Act (0% Holdback as per Act Article 14 unless Lien Notice)
- ☐ Professional's Acts (0% Holdback if Professional Services)
(Holdback as per Builders' Lien Act if non-Professional Services)

The Contractor is hereby advised to be fully cognizant of all terms and conditions applicable within this Act(s) for all aspects of Work undertaken, including particularly the Holdback, Holdback Release, and Partial Acceptance sections.

L. Installation into Other County Vehicles-Equipment

At the conclusion of a successful 6 month trial period for the five (5) County vehicles-equipment, it is the County's intention to negotiate an "installation contract" with this Contractor for the balance of the vehicles and equipment.

M. Lease and/or Lease- Purchase Offers

No such offers will be accepted.

N. Number of Originals per Submission(s)

Two (2) full set of originals shall be required per submission.

O. Opening of Proposals

Further to Article 3.2 – Proposal Form – General Terms of Reference, all Proposals shall be *opened in public*.

Proposer's submitting a completed Receipt Confirmation Form shall be notified of the results, in writing, within 72 working hours of return receipt of a Signed Agreement by the successful Proponent. Those not submitting a completed Receipt Confirmation Form will only be notified when making such requested in writing.

P. Parts of Contract

This Proposal, and the resulting contract, if any, shall consist of two (2) separate parts. Part One shall be this package, and Part Two shall be the package prepared by the Offeror as described in Proposal Form - Proposer's Details.

Q. Proposer's Supply Schedule (Delivery Date(s))

Attention is drawn to Article 61 – Goods Supply Schedule – General Specifications. A properly completed Supply Schedule, draft version as provided in Proposal Form – Supply Schedule, is required to be completed. The Supply Schedule shows Owner's dates which should be met, however the Proposer is *required* to indicate on this schedule when he can actually supply the product even if such date(s) are outside the Owners shown Target and Latest Dates.

This Schedule will be evaluated as an item in the Proposal Form - Evaluation Sheet.

R. Submission on County's Proposal Form

The Proposer does not need to return this entire document when it submits its Proposal. Only those documents that contain the "blue" tab in the upper right hand corner, plus any other information that the Proposer wishes to include, are all that is required. The balance of the document should be retained by the Proposer for its information. The Proposal documents are also identified in the Table of Contents and Color Coding System.

All submissions must be on the County's Proposal Form so as to allow for reasonable comparison and evaluation of all proposals received. Failure to submit on the County form may result in disqualification.

S. Terminology

In all cases in these documents, reference to the Owner shall be deemed as meaning the County of Grande Prairie No. 1.

In all cases in these documents, reference to a Offeror shall be deemed as meaning a Proposer and all references to a Proposer shall also be deemed as meaning an Offeror.

In all cases in these documents, reference to the Engineer shall be deemed as meaning the Manager – Information Systems for the County of Grande Prairie No. 1.

T. Warranty

Any Warranty on Goods and associated services provided, shall be applicable to only the Work specified in the title of this Proposal. The Warranty must be applicable to, valid in, certifiable, enforceable, and exercisable in Alberta and in Canada.

Request For Proposal #: *FN -2010-0058*FOR: Supply, Install, Host, and Implement an AVL System - 2010

Please complete this form and return WITHIN 4 WORKING DAYS to:

County Information Systems Manager
10001 – 84 Ave.
Clairmont, AB, T0H 0W0

Attention: Manager – Natalia Madden
Fax Number: 780 – 513 - 6492

Failure to return this form may result in no further communication regarding this RFP

COMPANY: _____

ADDRESS: _____

CITY & PROVINCE: _____ POSTAL CODE _____

CONTACT PERSON: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS _____

I have received a copy of the above noted RFP. I authorize the Information Systems Manager to send further correspondence concerning this RFP by the following method:

COURIER COLLECT: [☐] MAIL: [☐] EMAIL [☐]

I understand that whether or not I submit a proposal, that our status as a potential supplier to the County of Grande Prairie in the future will not be affected.

SIGNATURE _____ DATE _____

PRINT NAME _____ TITLE _____

COUNTY OF GRANDE PRAIRIE No. 1

PROPOSAL FORM – CONDITIONS

TO: County of Grande Prairie No. 1, Grande Prairie, Alberta,

SUBMITTED FOR THE FOLLOWING WORK:

The Supply, Install, Host, and Implement an AVL System - 2010

RFP #. FN -2010-0058

LOCATION: North American Head Office: _____
Regional Office: _____
Supply Depot if different from above: _____

PROPOSAL FOR: The Supply, Installation, Hosting, and Implement an AVL System

NAME OF PROPOSER: _____

ADDRESS: _____

to furnish and deliver all materials, to provide all necessary equipment and to do and perform all work in accordance with the Contract Documents for the above named Work.

The undersigned **PROPOSER**, having carefully examined the Contract Documents (listed in the Table of Contents and Color Coding System) and the locality of the proposed Work, and having full knowledge of the Work required and of the materials to be furnished and used, hereby agrees to provide all necessary materials, supervision, labour, and equipment and perform and complete all Work and fulfill everything that is set forth in strict accordance with the Contract Documents and Addendums numbered * _____ for the prices stated in the Proposal Form – Evaluation Sheet.

***NOTE:** To be completed by Proposer.

The Proposer understands and agrees:**(1.) Definition - Request for Proposal (RFP)**

An RFP is the original *uncompleted series* of documents posted on the Alberta Purchasing Connection network, or otherwise, requesting prospective Proposers to submit a proposal or proposals, on Work described by the County. An RFP defines the situation or objective for which the goods and/or services are required, how they are expected to be used and/or problems that they are expected to address. Proponents are invited to propose solutions that will result in the satisfaction of the County's objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may not be the primary consideration.

Definition – Proposal

A Proposal is a fully *completed series* of documents, completed by a Proposer, wherein information is placed on the specified County Proposal Forms and submitted by the Proposer to the County for consideration in obtaining the Work. The Proposer is encouraged to submit brochures or other pieces of information he feels is necessary to support his Proposal, if such information is so applicable.

Definition – Submission

Submission is defined as the process of submitting a Proposal, or Proposals, to the County, at the designated Department and time, at or immediately before the closing deadline.

Definition – Early Submission

Early Submission is defined as the process of submitting a Proposal, or Proposals, to the County, at the designated Department and time, one (1) hour, or earlier, before the closing deadline. Proposer's are encouraged to comply with this requirement so as to allow the County Staff processing time in the event of a withdrawal request.

Definition – Contract

A notice in writing by the County Department to a Proponent of the acceptance of its Proposal, and the subsequent full execution by both parties of a written agreement, shall constitute a Contract for the Work, and no Proponent shall acquire any legal or equitable rights or privileges whatever relative to the Work until the occurrence of both such events.

(2.) Overview of the RFP Process

- a.) Needs identified, and if applicable, preliminary approvals obtained by County.
- b.) RFP documentation completed by Proposer according to the instructions contained herein.
- c.) Proposal process begins with the issue of the RFP document by the County and concludes with the receipt of the Proposal (Submission) as specified in the Public Notice to Make Offer document.
- d.) Evaluation of Proposals, undertaken by County and according to Evaluation Sheet, if such sheet is included in the issued RFP documents.
- e.) Negotiation may be entered into between County and Proposer, but only at the request of the County and in due consideration of other Proposer's Confidentially and Security – Article (5.) – General Terms of Reference.
- f.) Selection will be undertaken by County.

g.) Notification by County of successful Proposer.

(3.) Understanding the Scope

Proposer must fully understand the scope of the RFP. A County contact is provided at the bottom of the Public Notice to Make Offer document and should be used to clarify any conditions or ask any questions related to the Work.

(4.) Proposal Form – Receipt Confirmation Form

This form must be forwarded to the County Department within four (4) working days after receiving the RFP. The completion and forwarding of this form is to identify to the County which Proposers are seriously interested in the Work, and allows for proper lines of communication to be established. Award information will be automatically sent to those Proposers who complete and return this Form, otherwise Award information will only be provided to those Proposer's who request such information in writing.

(5.) Mandatory Requirements

Specific Mandatory Requirements in the RFP are:

Proposal Form – Conditions Fully completing the Signature and Supplementary Information section in the bottom half of the page 8 of 10.
 Fully completed Consent of Surety Company, page 10 of 10, or if not required as stipulated in the Special Provisions, do not complete.
 Proposal Form – General Terms of Signature and date on page 9 of 9.
 Reference
 Proposal Form – Proposer's Details Signature and date at bottom of the *final page*. If no wording modifications nor other details, then state "none" at top of page and still sign.
 Proposal Form – Signature Page Complete and Sign.

General Mandatory Requirements are given by wording used in the RFP, as provided in Article (1.1) RFP Terminology, Proposal Form – General Terms of Reference, and are equally applicable to the proposed Contract Documents.

All mandatory requirements of the RFP and the proposed Contract Documents must be met excepting those that the Proposer has modified and listed such modifications in the Proposal Form – Proposer's Details. Modification of mandatory requirements, although allowed, will be considered by the County as particularly significant and may result in rejection of the Proposal. Reference Proposal Form – General Terms of Reference, Articles (4.4) Modifications by Proposer to RFP and/or Proposal Wording and/or proposed Contract Documents

(6.) Clearly Marked Submission Package

Proposals are to be clearly marked with name and address of the proponent and RFP number if one is provided, on page 1 of 10 of Proposal Form – Conditions; and completed and signed where so indicated on all Forms pages, *and must be submitted along with the other Forms that constitute the Proposal Package, such Forms as identified in the Table of Content and Color Coding System.*

(7.) Number of Submissions

One (1) set of originals of the Proposal Package are to be submitted unless indicated otherwise by the Special Provisions.

(8.) Submission Deadlines

All originals of the *entire* Proposal Package (as shown on the Table of Contents and Color Coding System) are to be received at the Office of the County Department issuing the RFP, by the time stipulated on the closing date as indicated in the Public Notice to Make Offer. Late Proposals will not be accepted and will be returned courier collect to the Proponent.

Early Submissions can be withdrawn and re-submitted without consequence, subject to the Proposer providing a written reason for the withdrawal on the County's Summary of Offers Received sheet and signing and dating in the appropriate space.

Withdrawals requested after Submission will incur consequences, refer to Proposal Form – Terms of Reference, Article (4.8).

(9.) Acceptance

Any one, any group, or all proposals shall not necessarily be accepted.

(10.) Estimated Quantities

Where quantities are estimated and provided by the County, the Proposer acknowledges that where Schedules to this Proposal Form contain quantities of items to be bid at unit prices, *the quantities are approximate only* and the unit prices offered will apply whether the quantities are increased or decreased from the amounts shown. Quantities, depending on the nature of the Work, may be fixed as opposed to approximate, and must be checked against the Conditions stipulated in the Special Provisions.

(11.) Payment for Work

Payment for the Work done will be made on the basis of the actual progress measured and assessed by the Engineer and the prices shown on the Proposal Form – Evaluation Sheet, or the Proposal Schedule of Fees; and shall be compensation in full for the Work done under the terms of the Contract, including all freight and incidental costs; unless stipulated as otherwise in the Special Provisions.

(12.) Contingency Allowance

Payment of the Contingency Allowance or portions thereof shall only be made in the event that the Engineer authorizes Changes to Work, in which case the amount of the payment shall be determined as specified in the General Specifications Article 45.

(13.) Irrevocability

The opened Proposal is irrevocable for sixty (60) days after closing time.

(14.) Execution of Contract

It is the County's intent to enter into a Contract with the successful Proposer, if such Proposer is so determined by this process. The Proposer must satisfy himself with, and agree to, all aspects of the County's Document List as given in the Table of Contents and Color Coding System as posted on the Alberta Purchasing Connection network or as otherwise made available.

Within ten (10) working days from the date of "Notice of Award Letter" of this Proposal, to execute a Contract and upon execution of the Contract, furnish the County with a Contract Performance Bond from an acceptable Surety Company in the amount of fifty percent (50%) of the Contract Sum (Agreement-Article 4) covering the faithful performance of the Contract. The Contractor shall supplement a Performance Bond with a Labour and Material Payment Bond in the amount of fifty percent (50%) of the Contract Sum. The Bonding Conditions, depending upon the nature of the Work, may be waived from time to time and need to be checked against any instructions given in the Special Provisions.

(15.) Commencement of Work

Subject to Article 26 of the General Specifications, Notice to Proceed, to commence and actively proceed with the Work within ten (10) working days of the date of "Notice to Proceed **Letter**", and to complete all work under the Contract as specified in the Special Provisions or elsewhere in the Contract.

(16.) Failure to Complete in time

That should he fail to complete the Work in the time specified above, he shall be required to compensate the County of Grande Prairie in accordance with Article 25 and 28 of the General Specifications. That no bonus will be allowed for completion in less time than that stated above.

(17.) Extra Work

To do all Extra Work not reasonably inferable from the specifications or drawings but called for in writing by the Engineer and to accept as full compensation thereof, payment in accordance with provisions of Article 46 of the General Specifications.

(18.) Warranty / Maintenance Period

To guarantee and maintain the Work for a **Maintenance / Warranty Period of (see Proposer's Details)**. Such guarantee and maintenance to be related only to materials, workmanship, construction practices, and structural integrity under normal winter and summer County-maintenance activities. The Maintenance Period shall **exclude** the following aspects of Work maintenance:

_____ none _____

LIST OF SUBCONTRACTORS

We have listed below the names of the subcontractors whom we will be employing on the items of work listed. No further subcontractors will be employed without the written approval of the County to a request made in writing by the Contractor.

SUBCONTRACTOR**ADDRESS****WORK TO BE DONE**

LIST OF SUPPLIERS

We have listed below the name of suppliers we shall be using for the items of work listed. No further suppliers will be used without the written approval of the Engineer to a request made in writing by the Contractor.

SUPPLIER**PRODUCT BRAND NAME****ITEM**

LIST OF EQUIPMENT

The undersigned states that the equipment listed here will be available for the work specified.

Unit Description	Capacity or Size	Condition	Age	Other Comments

REFERENCE

List names and phone numbers of towns/cities/municipalities in which you have recently provided similar services within the last two years.

Name	Person	Phone
Name	Person	Phone
Name	Person	Phone
Name	Person	Phone

Registration with the Alberta Construction Safety Association will be a definite advantage during the evaluation of the Proposal. The successful Proposer must have a proven history of being capable to perform the necessary work both safely and to quality standards.

Proposals will only be considered from proposers that have proven capabilities to perform this type of work to the satisfaction of the County.

PERSONNEL**A. Work Force**

The undersigned agrees to employ _____ people, of which _____ people are to be hired locally, if required for the work specified in this Document.

B. Supervision

The name of the Superintendent / Team Leader that the Proposer will place on the project and his previous experience on this type of Work is as follows:

SIGNATURE AND SUPPLEMENTAL INFORMATION

Authorized Representative: _____ (Signed)

_____ (Printed)

DATE: _____ Workers' Compensation No. _____

C.O.R. No. _____
(Reference Article 57 – General Specifications)

NAME OF CORPORATION, PARTNERSHIP OR ORGANIZATION: _____

LEGAL STATUS: Corporation _____ Partnership _____ Sole Ownership _____

MAILING ADDRESS: _____

Corporation (SEAL)



NAMES AND ADDRESSES OF CORPORATION OFFICES OR MEMBERS OF ORGANIZATION:

Position: _____

Name: _____

Address: _____

----- NOT REQUIRED -----

Position: _____

Name: _____

Address: _____

Position: _____

Name: _____

Address: _____

Position: _____

Name: _____

Address: _____

Witness

Address

Corporation (SEAL)

CONSENT OF THE SURETY COMPANY

Should it be required, the undersigned Surety Company, do hereby consent and agree to become bound as sureties in an approved Performance Bond in the amount of FIFTY PERCENT of Bid _____ Dollars and an approved Labour and Material Payment Bond in the amount of FIFTY PERCENT of Bid _____ Dollars for the fulfillment of the Contract for the works named in the annexed specifications, which may be awarded to _____ at the prices set forth in the attached tender which Bonds we understand are to be filed with the Owner within thirty (30) days of the awarding of the Contract. We hereby declare that our Company is legally entitled to do business in the Province of Alberta and is worth over and above our present liabilities the amount herein set forth.

~~-----NOT REQUIRED-----~~

(Signatures of Company)

(Name and Address of Company)



COUNTY OF GRANDE PRAIRIE No. 1

PROPOSAL FORM – GENERAL TERMS OF REFERENCE

(1.) INTRODUCTION AND SCOPE

(1.1) RFP Terminology

Throughout this RFP (Request For Proposal), terminology is used as follows:

- "must", "mandatory", "will", "shall" or "required":
A requirement that must be met in an unaltered form in order for the proposal to receive consideration.
- "should" or "desirable":
A requirement having a significant degree of importance to the objectives of the RFP.

(2.) SELECTION CRITERIA AND PROCEDURES

(2.1) Proposal Format

Proponents must conform to the instructions given regarding proposal preparation and submission as outlined in Term (3) in order to be considered for evaluation.

(2.2) Evaluation Criteria

The following criteria will be considered in the evaluation:

- resources available
- technical and customer relations reputation of the proponent
- financial stability
- past performance
- quality of proposal
- project team strength and experience
- service delivery, including guarantees of performance
- fee schedule

A specified Value – Set Evaluation sheet: **x** is attached in Proposal Form – Evaluation Sheet.

 is not therein attached.

(2.3) Short list

The evaluation procedure may include a short list based on the stated criteria. The short listed proponents may be asked to prepare a presentation or provide additional technical information or clarification prior to the final selection.

(2.4) Negotiation Notification

At the discretion of the County, the County may desire to negotiate with the Proposer, and shall advise so by means of a written communication, shortly after the review of all proposals.

(2.5) Negotiation Delay

If a negotiated proposal cannot be concluded within thirty (30) days of notification to the designated proponent of the County's desire to negotiate, the County Department may, in its sole discretion, terminate negotiations with that proponent and negotiate an acquisition agreement with another proponent of its choice.

(2.6) Financial Stability

The proponent may be required to demonstrate financial stability with the provision of financial statements or information from the proponent's financial institution.

(3.) PROPOSAL PREPARATION AND SUBMISSION

This section defines the proposal preparation and submission procedures which are to be followed by all Proponents. Proponents are cautioned to carefully read and follow the procedures required by this Request For Proposal as any deviation from these requirements may be cause for rejection.

Proposer must confirm it has obtained and carefully examined all of the documents making up this Request for Proposal issued by The County of Grande Prairie and any addenda issued in connection therewith.

The Proponent must also confirm that it understands that the Proposal or Proposal Package that *is required for submission is comprised of the following Segments*; Proposal Form - Conditions, Proposal Form – General Terms of Reference, Proposal Form - Project Considerations, Proposal Form – Proposer's Details, Proposal Form – Signature Page, Proposal Form – Evaluation Sheet, and Proposal Form – Supply and/or Installation Schedule. All segments must be part of the Proposal Package submitted for consideration to the County, otherwise the County may reject the Proposal.

Proposals are not to be sent by facsimile, unless otherwise noted in the Special Provision.

(3.1) Closing Date

Each Proposal must be received by the local time on the date specified in the Public Notice to Make Offer document.

Late proposals will not be accepted and will be returned courier collect to the proponent.

(3.2) Opening of Proposals

All proposals received in the County Department Office by the submission deadline date shall be opened in public; but if so decided by the Department Head, may be opened in private.

(3.3) Additional Information

Proposals may contain additional information. If alternative solutions are offered, the Proposer shall submit the information in the same format *but as a separate proposal*.

If the County chooses to negotiate with a Proposer, no new information will be accepted except in the case of clarification or request from the County.

(4.) GENERAL TERMS OF PROPOSAL

(4.1) Inquiries

All inquiries of significant importance, as related to this Request for Proposal, are to be directed in writing to the County Department. Information obtained from any other source is not official and may be inaccurate. Inquiries and responses will be recorded and may be distributed to all Proponents at the County's option. The Proposer is encouraged to submit written questions, however verbal inquiries will also be accepted.

(4.2) Availability of RFP Documents

Documents *shall only* be available through the Alberta Purchasing Connection network.

(4.3) Modifications by County and Notification of Proposer

All recipients of this RFP will be notified through the Alberta Purchasing Connection network with regard to any modifications made to this RFP and/or proposed Contract Documents, for purposes of clarification or correction, and shall generally be so advised by the issuance of an Addendum from the County which will be distributed by the Alberta Purchasing Connection network.

The County reserves the right to modify the RFP at any time in its sole discretion, until five (5) calendar days prior to the submission deadline.

(4.4) Modifications by Proposer to RFP and/or Proposal Wording and/or proposed Contract Documents

Prior to the submission deadline, the Proposer may modify wording and intent through his Proposal, that Proposal consisting of the various segments and Contract Documents shown in the Table of Contents and Color Coding System. Such modifications must be clearly referenced to the appropriate segment (Forms) and /or Contract Documents, *and clearly written / listed in the Proposal Form – Proposer's Details sheet*. Modifications will be considered by the County, but should such modification significantly and negatively impact on the County's desired Work or normal contract administration, such modifications may be cause for rejection. Modifications of mandatory requirements (reference Proposal Form – Conditions Article (5.) Mandatory Requirements) are particularly serious and highly likely to lead to rejection of the Proposal.

The Proponent shall not modify any wording or intent after the submission deadline, and no words or comments shall be added nor deleted to the Proposal unless requested by the County of Grande Prairie for purposes of clarification.

For Submission withdrawal conditions, withdrawals being made for purposes of modifications, reference Article (6.8) Withdrawal of Proposal(s) for Modification Purposes in this section.

(4.5) Ownership of Proposals

All documents submitted become the property of the County of Grande Prairie. An unsuccessful Proposer wishing to have his proposal returned, may apply in writing to the County, see Article (6.9).

(4.6) Proponents' Expenses

Prospective Proponents are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the County of Grande Prairie, if any.

(4.7) Acceptance of Proposals

This Proposal should not be construed as a contract to purchase Goods or Services until it is accepted formally by the County by means of an Executed Agreement. The County of Grande Prairie is not bound to accept the lowest price, or any Proposal, of those submitted. Proposals will be assessed as per the evaluation criteria and / or evaluation sheet, if such sheet is including in the RFP documents.

Neither acceptance of a Proposal nor execution of an Agreement shall constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

Subsequent to the submission and closing of Proposals, interviews and negotiations may be conducted with some of the Proponents, but there shall be no obligation to receive further information, whether written or oral, from any Proponent; nor to disclose the nature of any proposal received.

(4.8) Withdrawal for purposes of Full Release and Forfeiture of Offer Deposit

If the Proposer withdraws this proposal after the proposals have been officially opened but before it is considered by Administration and/or Council, the amount of any Offer Deposit *may be* forfeited to the County as liquidated damages, however the County will not seek other or additional costs from the Proposer.

(4.9) Failure or Default of Proposer

If the Proposer for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proposer under the terms of this Proposal, the County at its option may either consider the Proposer has abandoned the offer made, or the contract if the offer has been accepted, whereupon the acceptance, if any, of the County shall be null and void and the County shall be entitled to retain the Offer Deposit as liquidated damages; **or** require the Proposer to pay the County the difference between the offer made in this Proposal and any other proposal which the County accepts, if the same is for a larger amount, **and in addition** to pay to the County any cost which the County may incur by reason of recalling the Proposal. Furthermore the Proposer will fully indemnify and save harmless the County, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proposer.

The Proposer includes herewith a Certified Cheque or Bid Bond in the amount of 10% of the total bid amount payable to the County of Grande Prairie. The cheque shall be returned to the Proposer after a contract is executed. Bid Bonds will only be returned, if requested by the Proposer in writing, otherwise it shall be allowed to expire.

(4.10) Rejection of Proposal

The County reserves the right to reject any and all Proposals. Without limiting the generality of the foregoing, any Proposal which contains:

- a.) erasures to County entries, interpolations, and other changes in the proposal containing any conditions, omissions, erasures, alterations, or items not called for or allowed in the RFP, may be rejected by the County Department Office as being incomplete;
- b.) is obscure, irregular or unrealistic;
- c.) RFP or Contract wording or intent has been modified, which is unacceptable to the County;
- d.) has non authorized (not initialed) erasures or corrections in the completion of the Proposer's Offer or any Schedule thereto;
- e.) omits or fails to include any one or more items in the Proposal Offer for which a price is required by the RFP;
- f.) fails to complete the information required by the RFP to be furnished with a Proposal or fails to complete the information required whether the same purports to be completed or not;
- g.) is accompanied by an insufficient or irregularly Certified Cheque or by a Bid Bond in an unsatisfactory form or insufficiently executed or of an insufficient amount; may at the County sole discretion be rejected;
- h.) any other reason that the County may ascertain, the County acting reasonably.

Further, a Proposal may be rejected on the basis of the Evaluation Criteria and/or the Evaluation Sheet, including non-compliance with Federal, Provincial and Municipal legislation. As it is the purpose of the County to obtain a Proposal most suitable to the interests of the County and what it wished to accomplish, the County has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed most favourable to the interest of the County.

(4.11) Liability for Errors

While the County of Grande Prairie has used considerable efforts to insure an accurate representation of information of this RFP, the information contained in this RFP is supplied solely as a guideline for proponents. The information is not guaranteed to be accurate by the County of Grande Prairie, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions in respect of the matters addressed in this RFP.

(4.12) Clarification

The County reserves the right to seek Proposal clarification with the Proposers to assist in making evaluations.

(4.13) Discussion, Negotiations, or Modifications

The County reserves the right to negotiate with a selected Proposer or Proposers.

Subsequent to the submission and closing of Proposals, interviews and negotiations may be conducted with some of the Proponents, but there shall be no obligation to receive further information, whether written or oral, from any Proponent; nor to disclose the nature of any proposal received.

Subsequent to any discussions, negotiations, or modifications, any of the reviewed proposals shall not necessarily be accepted. The County of Grande Prairie shall not be obligated in any manner

to any Proponent whatsoever until a written Agreement has been duly executed relating to an approved proposal.

The County of Grande Prairie shall incur no liability to any Proposer as a result of such discussions, negotiations, or modifications.

(4.14) Negotiated Proposals as Part of Contract

Proposals may be negotiated with Proponents, and if accepted, may form part of any contract awarded.

(4.15) Acceptance of RFP Proposal Package and Contract Documents

All the aspects of this RFP and Contract Documents are assumed to be accepted by the Proponent and incorporated in its Proposal, unless specifically stated otherwise in the Proposal Form – Proposer's Details. Reference Article (4.4) Modifications in this section.

(4.16) Quotes from Marketplace

The County of Grande Prairie reserves the right to consider proposals from others than those invited to respond to this competition.

(4.17) Project Sponsor

A project sponsor may be assigned to oversee the contract awarded to the successful proponent. In addition, the successful proponent will be expected to name a counterpart project manager. The proponent project manager will be responsible for providing scheduled status reports to the project sponsor or a designate.

(4.18) Compliance With Laws

The Proponent shall give all the notices and obtain all the licenses and permits required to perform the Work. The Proponent shall comply with all the laws applicable to the work or the performance of the contract.

The law applicable to this Proposal shall be the law in effect in the Province of Alberta.

(5.) CONFIDENTIALITY AND SECURITY

(5.1) Seal and Irrevocability

All Proposals shall be under seal. In the case of a body corporate, the Proposal shall be under corporate seal of the Proposer. In the case of an individual person, the Proposal shall be under the seal of that person. In the case or an association of persons or a firm, each member of the association or firm shall affix his seal to the Proposal.

The Proposal Forms provided in the Proposal Package is to be executed as specialty instruments and once the Proposal(s) have been officially opened, the Proposal shall be irrevocable until it is considered and awarded by Administration, or by the Council of the County of Grande Prairie, or until 90 days from the date of opening has expired.

(5.2) Use of Document

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

(5.3) Confidential Information

Access to this document, and any additional information gained while completing the proposal process, must be strictly controlled to maintain the confidentiality of the information.

Information pertaining to the County of Grande Prairie obtained by the proponent as a result of participation in this Project is confidential and must not be disclosed without written authorisation from the County of Grande Prairie.

The County in turn, if discussing, negotiating, or proposing modifications with any Proposer, shall use extreme discretion in not revealing any other Proposer's key information vital to their Offer or Offers. Reference Article (4.13) of this Section.

The County, when disclosing information in public with respect to the recommendation to award, will disclose only the Dollar Value Total and the Evaluation Point Total of the Proposal. No unit rate dollar values or individual criteria evaluation points will be disclosed.

Unsuccessful Proposer(s) seeking disclosure other than that stated in the preceding paragraph, must obtain from the successful Proposer's, permission for the County to disclose information that the County deems as confidential. Such permission must be granted in writing and must be very specific as to what information is to be disclosed.

(6.) PROPONENT INFORMATION AND REQUIREMENTS**(6.1) Proponent Representation**

Each Proponent, by submitting a Proposal in response to this RFP, represents that the Proponent has read and understands the Proposal documents, specifications, and drawings if any, and has familiarised itself with all federal, provincial, and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress, or performance of the work.

The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions, existing at the site, shall in no way relieve any Proposer from any obligations with respect to its proposal or to the resulting contract.

(6.2) Equipment

Where the supply of equipment forms part of this RFP, the following information shall be included in the Proposer's response:

name of the manufacturer(s) of the proposed equipment;

brochures, descriptive literature and other relevant material supplied by the manufacturer(s) which describes the proposed equipment;

details of all warranties offered by both manufacturer(s) and Proposer;

details of manufacturer's offer of continued long-term support of the equipment;

where warranties for equipment and/or service form part of sales or lease purchase agreements, these shall be described and copies of relevant documentation included.

Note: The County requires the Warranty Period of equipment commence at date of delivery, supply, or installation and not the date of acceptance (Letter of Award) by the County. Written proof that all equipment proposed conforms to Canadian Standards Association and Department of Communications and all other applicable standards in Alberta. All equipment shall be certified for use in the Province of Alberta.

Reconditioned or refurbished equipment may be proposed *only as an alternate*. Full details shall be provided and all equipment shall carry an equivalent to new warranty.

(6.3) Time of the Essence

Unless otherwise provided, time shall be of the essence.

(6.4) Addenda

Proponents requesting clarification or interpretation of the proposal Conditions, General Terms of Reference, Project Considerations, specifications, or drawings shall make a written request at least seven (7) calendar days prior to the submission deadline.

Any changes to the proposal Conditions, General Terms of Reference, Project Considerations,, specifications or drawings shall be in the form of a written addendum from the County Department Office, and it shall be signed by a duly authorised representative. An addendum shall be issued no later than three (3) calendar days prior to the submission deadline.

An addendum extending the date for receipt of proposals, or an addendum withdrawing the RFP may be issued any time prior to the submission deadline.

Each Proponent shall be responsible for determining that all addenda issued by the County Department Office have been received before submitting a proposal.

Each Proponent shall acknowledge the receipt of each addendum on the Proposal Form – Condition (page 1 of 10) and on the Proposal Form – Signature Page.

(6.5) Environmental Considerations

Proposers are advised that The County of Grande Prairie will consider offers on products containing reclaimed materials and that preference will be given to those products containing the highest percent content of recycled post consumer waste, when price, quality and delivery are equal. In proposing products manufactured with recycled material, the Proposer must indicate the percentage of post consumer waste contained in the product offered. In addition, Proposers are encouraged to advise suppliers to provide environmentally friendly products to The County of Grande Prairie and invite Proposers to bid as requested in the specifications and alternately on products which will meet the County's needs and assist in reducing damage to the environment.

(6.6) References

Proponents shall include a list of locations where similar goods and/or services have been performed. Contact names and telephone numbers should be included. References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short-listed proposers are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by the proponent.

(6.7) Submission of Proposals

All Proponents shall include all the County Proposal Forms which comprise the Proposal Package as given in the Table of Content and Color Coding System, and shall provide the entire Package in their submitted Proposals.

The County Department Office shall not accept oral proposals, nor proposals received by telephone, Fax, or any other electronic media unless so specified in the Special Provisions.

The Proposal, and any other documents required, shall be enclosed in a sealed and self-addressed brown envelope as specified in the Public Notice to Make Offer document. Proponents are responsible for insuring that their proposals are time stamped and initialled by the County Department Office.

All proposals received in the County Department Office will be kept in a secure area until the time set for opening proposals.

Proposals received after the submission deadline will be returned unopened to the Proposer.

(6.8) Withdrawal of Proposal(s) for Modification Purposes

A proposal may be withdrawn and modified by the Proponent *anytime prior to the Submission deadline*.

The Proponent shall notify the County Department Office in writing of its intention to withdraw a proposal, or attend in person at the County Department Office, and therein the Proposer providing a written reason for the withdrawal, such reason written on the County's Summary of Offers Received sheet, and signing and dating in the appropriate space, may withdraw his Proposal.

If a modification of the Proposal is requested by the Proposer without withdrawal of the Proposal and prior to the Submission deadline, a proposer's Modification Letter must be submitted to the County, clearly identifiable as applicable to which proposal, and so worded by the proponent as to not reveal the original value of the proposal. The Modification letter must be delivered with identical labelling as the original proposal except it must be identified as "Modification Letter". The Modification Letter need not be in a sealed envelop or any envelop, however the Modification Letter must be "signed in" by the County identical to how the original was submitted. The County shall attach the Modification Letter to the original proposal and it shall form part and parcel of the original submission.

Withdrawn and modified proposals may be resubmitted to the County Department Office prior to the Submission deadline, following the same labeling and County signing-in requirements (Summary of Offers Received) as the original submission.

(6.9) Withdrawal of Proposal(s) by Unsuccessful Proposer for Return Purposes

No Proposal can be withdrawn after the submission deadline, and for ninety (90) days thereafter. The County, if requested in writing and subject to Article (4.5), will decide in its sole discretion if it shall return the original submitted per each proposal.

(6.10) Anti-collusion

That this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a proposal for the same Work. And that no person or firm other than the Proposer whose signature is affixed below has any interest in this Proposal or in the proposed Contract. The Proposer is required to sign the “Anti-Collusion” Statement provided as part of the Proposal Package.

(6.11) Commencement, Prosecution and Completion of Work

If awarded the contract the Proposer shall begin work on the date set out in the Contract Documents and shall execute the work in such a manner as to complete the project within the time specified.

SIGNATURE

The undersigned understands and agrees with the General Terms of Reference herein.

Authorized Representative: _____ (Signed)

_____ (Printed)

DATE: _____

COUNTY OF GRANDE PRAIRIE No. 1
PROPOSAL FORM - PROJECT CONSIDERATIONS

(1.) INTRODUCTION

The County of Grande Prairie will be accepting Proposals from qualified individuals or firms to supply, install, and implement an Automated Vehicle Location (AVL) System for use in **five (5)** selected County pieces of self-propelled mobile equipment from the Public Works and Emergency Services Departments.

The System must have the capability of hosting the data gathered, at the Proposer's place of electronic storage of information, hereafter called a "House".

The System, must be further capable to deliver information from the Proposer's House to a Map interface (accessible by County Staff via web or ready to use software) that can "run" the County's Objectives.

The System must address, if possible, County concerns about existing areas of radio and cell phone access "dead spots", and do so in terms of operator's abilities to electronically request help.

The System must provide associated ongoing service from the Proposer as stipulated below and described in layman's terms:

- In terms of software; maintenance, support, and upgrades, on a yearly basis and for a period not exceeding 3 years.
- In terms of individual equipment (location sender unit or tracking device - 5 units); maintenance on a monthly basis for a period not exceeding 3 years.

(2.) STATEMENT OF WORK

(2.1) General Requirements

The basic scope of the Work includes, but is not limited to, provision of real time and historic time GPS/GIS based automated vehicle location system for selected County owned equipment along with the monthly and yearly service needed to maintain a high quality system functionality.

By integrating Global Positioning System (GPS) hardware with wireless communications networks and GIS mapping technology, the Proponent shall provide highly skilled technical services combined with proven physical products, including installation and implementation of such products, so that the County receives a high quality fully functioning AVL system.

Proponent '**hosting**' of the data at his House, is a **Mandatory Requirement**. For delivery of data (information): Web interface is preferred and ready-user software is acceptable.

(2.2) Objectives include but are not limited to the following User Needs:

- i.) Real time tracking ability of the vehicle with respect to:
 - Date, and time to the nearest minute
 - GPS position-location (identified by rural address or legal rural address – data can be provided by County)
 - Speed and Direction of travel
 - Ignition on or off
 - Location detailed activity – categorize between routine and response missions. Types of activities given in iii.) but these to be confirmed in preliminary meetings with the County.
- ii.) Real time graphical display of vehicle location using a map interface, including superimposition of all aspects in i.) except for the Location detailed activity – see iii.).
- iii.) Real time graphic display of vehicle location using a map interface, now including Location detailed activity, showing vehicle information as per ii.) and to include a display showing type of mission and giving detailed activity at a location – leveling grader operations, spot-gravelling operations, snow plowing operations, ice-control operations, bridge inspection operations, fire fighting operations, fire rescue operations, fire accident assistance operations, enforcement accident assistance operations, and enforcement investigation operations. Mission / Activity Identifier should be “upon user request” and not automatic.
- iv.) Historical time tracking ability for vehicle, and to provide a record for a period of time not less than 30 months and preferably for 60 months, from any given date as to:
 - Date and time for vehicle travel route to a location (originating trip-site leaving time, location arrival time, and post-activity leaving time; times to nearest minute)
 - Travel route/path to a location using GPS position-location in 1 minute intervals
 - Description of Mission and Location detailed activity at a location, same activities as in iii.)
- v.) Historical time graphic using a map interface, and to provide a record of vehicle location and as per the tracking data in sub-article iv.). Viewer image is to be reproducible in color hard copy, on tabloid size paper, and at “user specified” variable time intervals i.e. 1 minute, or 2 minute, or 5 minute or 20 minute intervals; whatever the user specifies.
- vi.) The electronic ability for an equipment operator to “request emergency help” in radio and cell phone dead areas. Small and mobile device with computer-like toggle key, easily accessible by the operator and protected by a guard mechanism to prevent accidental engagement, such mechanism and electronics designed and specifically installed in an effort to mitigate the considerations of Alberta Working Alone Legislation in dead areas of radio coverage – see (2.4) System Area Coverage”. If any such Emergency system is determined to be practical and feasible, the Proposer will specify and demonstrate how this Emergency equipment and process would work and allow the County the opportunity to decide if the Emergency system is warranted.

- vii.) System ability to generate easy to understand reports that allow identification of abnormalities, and, but not limited to the inconsistency, spatial positions, distances, events, speeding, maintenance, locations, arrival and departure.
- viii.) System ability to generate standardized and custom graphs, statistic tables, and reports.
- ix.) System ability to add modules at a later time. i.e. Road Maintenance – reporting in details the activities of working fleet (gravelling and snow plowing operations).
- x.) Future desirable: Ability to keep an internal vehicle odometer that logs mileage, calculates odometer readings, and sends information back to the host so that records can be used for maintenance and other records/reports.
- xi.) Future desirable: Routing Systems for best route to get from point A to B. Must be able to identify road closures and construction delays, and provide alternate route(s). Identify if proposed system can accommodate this task at a later time.

(2.3) Hardware (in-vehicle/equipment)

Specify the type of wireless communication device to be used;

- i.) Brand name and model of device
- ii.) Network Specs (if applicable)
- iii.) Coverage area (Test coverage. Present report and proof of test coverage)
- iv.) Bandwidth (if applicable)

Using clear graphs, explain how the equipment will be installed, the necessary parts, and cost of each.

(2.4) System Area Coverage

The County of Grande Prairie boundaries have dead areas for radio and basic cell telephone coverage. Specify the coverage limitations that the proposed equipment will have. Also specify how, or if, the Proposer is planning on providing a solution to the County's coverage problem. Identify the work necessary to mitigate the coverage limitation as a separate work item and include a separate cost estimate.

(2.5) System Workability

Using maps, charts, and graphs as necessary, Proposer must explain how the system is intended to work.

(2.6) Confirmation of County Acceptability of Materials proposed

Interested parties wishing to submit demonstration materials and/or requiring assistance may contact Kevin Seymour, GIS Tech by e-mail only kseymour@countygp.ab.ca Deadline for inquiries is March 5th, 2010. Contact is required by email so as to allow a record of the decisions made by both parties. Proposer's are encouraged to undertake this step so as to minimize possible difficulties in the demonstration phases.

(2.7) Operations Training

In house training will be required for end –users. Proposer to specify training plans.

(2.8) Systems Demonstration (Mandatory Requirement)

A minimum of three (3) demonstrations are required. The demonstrations are required to be "staged" as stipulated below.

Firstly, a demonstration of the Proposed System is required **before the County approves any Proposal**. Failure to provide a “working model” at the County’s office or failure to provide a “demonstration at the Proposer’s technical facility” will result in immediate disqualification. Reference the Special Provisions with respect to demonstrations outside the Province of Alberta. The demonstration is part of the Evaluation Process and carries 40 out of a total of 100 award points. See Proposal Form – Evaluation Sheet, Stage 2.

Secondly, a successful systems demonstration is required on one (1) of the County vehicles **before authorization is given for installation** of the system / hardware into the remaining four (4) vehicles.

Thirdly, a successful demonstration of the “emergency request for help device” in one (1) of the County vehicles is required **before installation is authorized** into the remaining four (4) vehicles. The authorization is will be dependent on both the reliability of the emergency device to provide a 99% coverage rate and the feasibility of the device (cost), both as ascertained and decided upon by the County.

All demonstrations to include access to the web interface or software installed at no cost to the County.

Proposer to explain the process to obtain the demonstration and the time frame involved.
Allow County to demo for at least two weeks.

- (2.9) Materials - Hardware Availability Schedule and Installation – Setup – Training Schedule
Availability of hardware, installation, set up and training. Include a schedule chart.

(3) SUBMISSION OF MATERIALS AND SOFTWARE

Any software will be required to be submitted on CD to accommodate for any installation requirements in future. Licensing expectations must be submitted as part of the proposal (*must include cost and number of applications and or licenses included). As well as cost for yearly maintenance, support and upgrades. All proposals must include a detailed time line for software installation and utilization expectancy.

(4.) PROPOSER’S METHODOLOGY

As a minimum, provide the following:

- i.) Detailed Work Outline Plan and attach Project Management Concepts
- ii.) Separate Fees Schedule, but tied into Work Outline Plan
- iii.) Separate Project Execution Plan by means of a time table chart

(5.) PRICING

Proposals will only be accepted in Canadian funds.

With restricting the generality of the Work, a fees and price schedule should include at the minimum the following units of work and their related costs:

- Developing a clear understanding of the Project, including contact with County and if necessary possible meetings with County.
- Developing clear and detailed Plans as per (4.)
- Identifying costs related to copyright or licensing, to County.
- Confirming with the County the acceptability of hardware to be proposed, and seeking alternatives
- Availability of In-vehicle hardware
- Staging of demonstrations as per (2.8)
- Installation of hardware **(5 vehicles)**
- Development of “emergency request for help” electronic device.
- Hosting (monthly cost-if applicable)
- Yearly Maintenance: maintenance, support, and upgrades to software up to a maximum of 3 years after initialization of the system
- Monthly Maintenance; of equipment “location sender units” up to a maximum of 3 years after initialization of the system
- Software Training
- Related hidden cost, if any, otherwise they shall be deemed as incidental to the work
- Warranty costs, if any
- Travel and accommodations estimated costs, but also specifying unit rates, and employed when request by County to attend meetings or other functions.

(6.) TRAVEL AND MEETINGS

It may be assumed that the Proponent will be required to participate in various meetings in the County of Grande Prairie No.1 office prior to installation of materials. Travel will be at the request of the County of Grande Prairie Systems Manager. Travel expenses must be separated from other costs and labeled under “travel expenses” to this RFP if required for this project. The County reserve the right to call proponents to come and present their project to the County during the evaluation process, and the success proponent may be called to make a brief presentation to Council.

(8.) PROPOSER’S QUALIFICATIONS AND REFERENCES**(8.1) References**

Provide at least THREE valid references. References must be related to a similar project and at least one person that worked directly in the implementation and testing stages.

(8.2) Key Personnel

List available personnel dedicated to this project, their assignments and qualifications. For installation, troubleshooting and training, are key personnel located in the Grande Prairie area? Are such personnel required to travel to Grande Prairie? If so, provide a plan, availability and cost.

(9.) PROPOSER INSURANCE

The Proposer is required to carry insurance satisfactory to the County of Grande Prairie Policies. Proof of this insurance may be requested by the County of Grande Prairie No.1. It is the obligation of the Proposer to ensure that all Subcontractors (at whatever level) carry a similar program which provides the types of coverage, limits of liability, inclusion of the County of Grande Prairie No.1 as an additional insured, waiver of subrogation and cross liabilities clause; that would be applicable to the nature of this work.

(10.) PRIVACY STATEMENT

All Proposals submitted to the County of Grande Prairie #1 are governed by the access and privacy provisions of the Freedom of Information and Protection of Privacy Act. Those responding to this request for proposal are encouraged to identify any portions of their submission in which they may find (if revealed) harmful to the business interests of the company as per section 16&17 of the FOIP act.

(11.) CONFLICT OF INTEREST

Proposers must fully disclose within their submissions, on or before the closing date, the circumstances of any possible conflict of interest of the Vendor to the potential contract.

(12.) INVOICING

Invoicing will be accepted on a monthly basis only, and shall utilize the end of each month as a cutoff date. In order for payment to be facilitated by the end of the following month, the invoice must be received at the Information Systems Department by no later than the 7th.

The Schedule of Costs will serve as the basis for invoicing. Invoices must be supplemented with a brief Expenditure Report showing per Phase costs this period, costs to date, projected final costs, and original estimated costs. As well, a total in each expenditure column summarizing the Total Costs will be required.

All Extra Work or Add On Work must be accounted for separately and identified separately against the Work Order issued to cover this work. These costs must not be “mixed in” with other member Phase costs of the RFP. Failure to do comply may result in rejection of the invoice.

All invoices submitted for payment must be checked over and “signed off” by a project-knowledgeable representative of the firm. Failure to do so may result in rejection of the invoice.

The Expenditure Report must include the costs represented by the current invoice and must be attached to the current invoice for easy reference.

As stipuated in the Special Provisions, this Proposal, shall consist of two Parts. The first Part is the package provided by the County. The second Part is the package to be provided by the Proposer in the format given below. The following format must be followed to provide consistency in proponent response.

Title Page

Show RFP number and title, proponents name and address, closing date and time, proponents telephone number, and contact person.

Letter of Introduction

The Proponent must provide a brief company profile.

Table of Contents

Include page numbers.

Project Overview

Short one or two page summary of the key features of the proposal.

Proposed Methodology and Work Plan

Outline in considerable detail, activities the Proponent plans to take in order to see the project through to a successful conclusion. Identify various Phases of Work and proposed methodology.

Schedule of Costs and Work Schedule

Provide detailed Schedule of Costs and Work Schedule.

Project Team

The Proponent must provide the names of key technical and engineering staff to be involved in the Project, including their experience, technical background, respective position descriptions, and the extent of their involvement in the project. No change in key staff will occur without written permission by the County of Grande Prairie.

Appendices

Any additional information, brochures, etc.

Name: _____
(Signature) (Print)

Date: _____

By submitting this Proposal I/We agree to comply with the requirements stated in this RFP and the subsequent Contract if I / We are awarded the Work.

My/Our Business License Number is:_____

I/We acknowledge the receipt of:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Each Proposer shall acknowledge receipt of each addendum on this form. Failure to do so may result in the proposal being considered non-responsive.

DECLARATION

The Proposer further declares that he has complied in every respect with all the instructions to Proposers, that he has read all addenda, if any, issued prior to the opening of proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general conditions of the agreement and all relevant information to which this proposal pertains.

ANTI-COLLUSION STATEMENT

The undersigned, as Proposer (herein used in the masculine singular; irrespective of actual gender and number) declares, under oath that no other person has any interest in this proposal or in any resulting agreement to which this proposal pertains, that this proposal is not made with connection or arrangement with any other persons and without collusion or fraud.
Respectfully submitted,

Signature

Printed Name

Firm

Telephone # Fax #

Address

Date

I / WE HEREBY PROPOSE TO SUPPLY THE COUNTY OF GRANDE PRAIRIE NO.1 WITH THE FOLLOWING PRODUCT:

(1.) Purchase Price Submission:

(to be completed by the Proposer)

(reference Special Provision: Lease and/or Lease-Purchase Offers will not be accepted)

	Quantity	Total Price (Canadian Dollars) (Written) (Without GST)	Total Price (Canadian \$) (Numerical) (Without GST)
(includes all Taxes except GST) AVL System (fully functioning) (F.O.B. at County Offices in Clairmont, Alberta)	1.0		
Contingency Allowance	0.0	Zero	0.00

In the event the written and numerical prices differ, the written price shall take precedence.

I am the authorized representative of the Proposing Company to sign this document.

Proposer's Name: _____
(printed name) (signed name)

Date: _____

(2.) Evaluation Criteria**(to be completed by the County after opening)**

The following criteria will be considered in the evaluation:

No.	Evaluation Criteria STAGE 1 – General	Proposal Points	Evaluated Points
1.	Rate / Price Schedule – Section (1.) Price Submission – Total Dollars. Minimum = 15 Points. Evaluation based on percentage of most favourable price to the County.	15	
2.	Strength of References by Other Users – proven abilities of system and description of what the system can do, longevity of system i.e. how long has it been in use, number of down times, amount of repairs necessary since system went into operation, user friendliness, ease of repairs, quality of generation of reports or maps and information contained on them, letters of reference and reference contact information.	7	
3.	System Workability Information – as given in the Project Considerations and Proposer's Details. Based on clarity and detail.	8	
4.	Strength of Warranty being offered – more favourable conditions and longer duration warranty results in higher point rating.	6	
5.	Quality of Proposal – well written, clear, all mandatory information provided, ample product background information included, warranty issues favourably addressed	5	
6.	Local Technical office – the closer to the City of Grande Prairie, the higher the score	6	
7.	Past Performance of Proposer and Proven Capability to honour Warranty Conditions.	5	
8.	Training – how much and how often	4	
9.	Delivery Schedule	4	
Sub -Total		60	

No.	Evaluation Criteria STAGE 2 – Demonstration of Objectives (as given in detail in the Project Considerations)	Proposal Points	Evaluated Points
i.)	<u>Real time tracking ability</u> • Date, and time to the nearest minute • GPS position-location (identified by rural address or legal rural address – data can be provided by County) • Speed and Direction of travel • Ignition on or off • Location detailed activity – categorize between Routine and Response missions. Types of activities given in iii.).	1 1 1 1 2	
ii.)	<u>Real time graphical display on Map interface of vehicle location</u> • Map interface capability • Superimposition of all aspects in i.) except Location detail activity	2 2	
iii.)	<u>Real time graphical display on Map interface of vehicle location, now including Location detailed activity</u> • Showing type of mission • Showing type of Location activity (see list in Project Considerations)	2 2	
iv.)	<u>Historical time tracking ability for vehicle, and to provide a record</u> • Date and time for vehicle travel route to a location • Travel route/path to a location using GPS position-location in 1 minute intervals • Description of Mission and Location detailed activity at a location, same activities as in iii.)	2 2 3	
v.)	<u>Historical time graphical display on Map interface and to provide a record</u> • using a map interface and as per the tracking data in sub-article iv.). • Viewer image is to be reproducible in color hard copy, on tabloid size paper, and at “user specified” variable time intervals	3 4	
vi.)	<u>The electronic ability for an equipment operator to “request emergency help</u>	3	
vii.)	<u>System ability to generate easy to understand reports</u>	2	
viii.)	<u>System ability to generate standardized and custom graphs, statistic tables, and reports</u>	2	
ix.)	<u>System ability to add modules at a later time</u>	2	
x.)	<u>Future desirable: Ability to keep an internal vehicle odometer</u>	1	
xi.)	<u>Future desirable: Routing Systems for best route to get from point A to B.</u>	2	
Sub -Total		40	

Sub-Total Stage 1 = _____

Sub-Total Stage 2 = _____

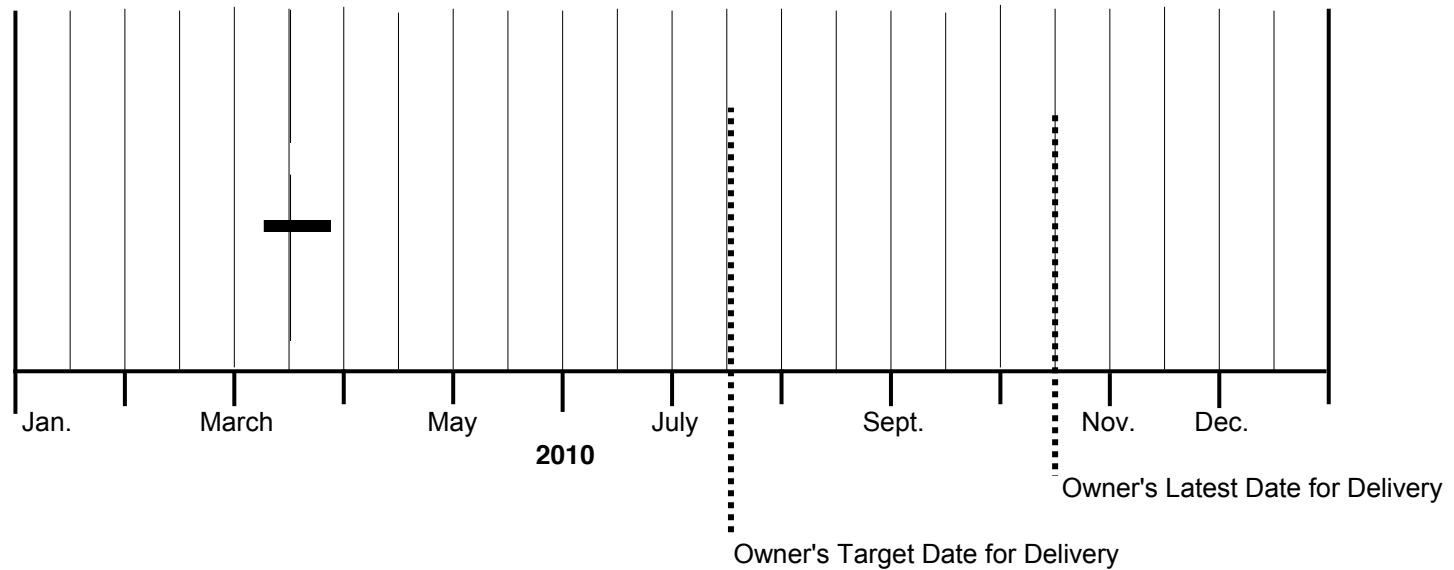
TOTAL = _____

Proposer's Supply Schedule

Project: Supply, Install, Host, and Implement AVL System - 2010

Proposer: _____

Date: _____



Signature: _____



AGREEMENT

This Agreement made on the _____ day of _____ 20____

by and between

County of Grande Prairie No.1

PARTY OF THE FIRST PART, hereinafter called the "**County**"

and

PARTY OF THE SECOND PART, hereinafter called the "**Contractor**"

WITNESSETH, that the County and the Contractor, for the considerations hereinafter named, agree as follows:

ARTICLE 1 - Scope of the Work

The Contractor hereby agrees to furnish all Goods and/or Materials, except as otherwise specified to be supplied by others, and all equipment and labour necessary to perform all of the Work as described in the project title:

Supply, Install, Host, and Implement an AVL System - 2010

ARTICLE 2 - Inclusion

The Public Notice to Make Offer, Special Provisions, Proposal Form, General Specifications, Detail Specifications, Drawings and all Addenda incorporated herein, are annexed hereto and form a part of this Agreement as fully to all intents and purposes as though recited in full herein, and the whole shall constitute the Contract between the parties, and it shall endure to the benefit of and be binding upon them and their successors, executors, administrators, and assigns.

ARTICLE 3 - Time of Completion

As shown on the Proposers Supply Schedule.

It is understood and agreed that time is of the essence of this Agreement and in the event said Work is not completed on or before the date named above for its completion, the Party of the

Second Part, the Contractor, shall pay the added County expense as liquidated damages to the County of Grande Prairie caused by the extra time required for the completion of the Work. Extra time shall in all cases be construed as the time required for completion after the date herein named, the amount of such expense shall be deducted from any monies due the Contractor.

ARTICLE 3a. – Term of Contract

The Term of the Contract shall be from the Date of Execution by the County (_____ **2009**) to such date or conditions as specified in the Special Provisions.

ARTICLE 4 - The Contract Sum

The County shall pay the Contractor for the performance of the Contract subject to additions deductions, changes, and options provided herein, in current funds at the prices named in the Proposal Form, attached to and a part of these Contract Documents, and **determined to be in the Amount of \$ _____ excluding GST, which such taxable GST shall be applied to the Contractor's payment(s) at the Current Federal Government Rate during the prosecution of this Contract.**

ARTICLE 5 - Progress Payments

The County shall make payment on account of the Contract as certified by the Engineer and in accordance with the Special Provisions of these documents.

ARTICLE 6 - Security Deposit

The Contractor hereby and herewith deposits with the County of Grande Prairie approved security deposits as follows:

- a) Performance Bond in the amount of **\$ 0.00** inclusive of GST at 5 %.
- b) Labour and Material Payment Bond in the amount of **\$ 0.00** inclusive of GST at 5%.

It is the expressed understanding that the above security deposits shall be held and retained by the County of Grande Prairie as security for the due and faithful performance, observance and fulfillment by the Contractor of all the covenants, provisions, agreements, conditions and reservations in this Contract contained, on the part of the Contractor to be observed, performed, and complied with.

Upon the due and faithful performance, observances and fulfillment by the Contractor of all and every one of the terms, provisions, covenants, agreements, conditions and reservations herein



contained, on the part of the Contractor to be observed and performed and complied with, the Contractor shall be entitled to receive again the said Surety deposited.

In the event of any breach, default or non-performance, being made or suffered by the Contractor, in or in respect of any of the terms of conditions, covenants, provisions, agreements, or restrictions herein contained which on the part of the Contractor should be observed, performed or complied with, the County of Grande Prairie may at their option, if any indemnity bond has been deposited under the terms hereof, enforce said bond.

ARTICLE 7 - Agreement Supersedes

In the absence of any Special Provisions or Addenda to the contrary, this Agreement shall supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement prior to the execution and delivery thereof.

ARTICLE 8 - Communication

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual, or to a member of the firm, or to any officer of the corporation for whom they are intended, or sent by mail or by telegram addressed as follows:

The Contractor at:

Attention:

The County at:

10001 – 84 Ave.

Clairmont, Alberta

T0H 0W0

Attention: Natalia Madden



IN WITNESS WHEREOF the Parties hereto have executed this Agreement, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

(Witness)

(Address)

(Witness)

(Address)

(Witness)

(Address)

(Party of the First Part)
(COUNTY)

(Party of the First Part)

(Party of the Second Part)
(CONTRACTOR)

COUNTY OF GRANDE PRAIRIE NO. 1

GENERAL SPECIFICATIONS

FOR SUPPLY – OR – SUPPLY AND INSTALL

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County of Grande Prairie No. 1

GENERAL SPECIFICATIONS - GOODS For Supply – or – Supply and Install

ARTICLE 1 – Definitions

ACCEPTANCE CERTIFICATES

“Initial Construction Completion and Acceptance Certificate” (CCC) shall mean a written document issued by the Consulting Engineer, or the Engineer if a Consulting Engineer is not engaged upon the Project, on a form and in manner acceptable to the Engineer, and upon satisfactory and actual completion of the Work as per the purposes for which the Work was intended and for which it is being used. The issuance of this Certificate shall mark the commencement of the Maintenance / Warranty period as defined further in this Section. Such Certificate may be issued with deficiencies, if such deficiencies are considered by the Engineer to be of a minor nature and do not impede the utilization of the Work. The Engineer shall be the sole authority, acting within the jurisdiction delegated to him, in making the decision to accept the Work as represented by the Certificate.

“Final Construction Completion and Acceptance Certificate” (FAC) shall mean a written document issued by the Consulting Engineer, or the Engineer if a Consulting Engineer is not engaged upon the Project, on a form and manner acceptable to the Engineer, within fourteen (14) days of the expiration of the Maintenance / Warranty period provided all conditions of the Contract have been met by the Contractor. Generally, the issuance of this Certificate shall relieve the Contractor of all his contractual obligations and the contract shall be considered as closed. The Engineer shall be the sole authority, acting within the jurisdiction delegated to him, in making the decision to accept the Work as represented by the Certificate.

ADDENDUM

“Addendum” is a written communication issued from the office of the Consulting Engineer, or the office of the Engineer if a Consulting Engineer is not engaged upon the Project or protocol requires the Engineer to do so, informing Offerors of changes to be made in the Work before the end of the period allowed for receiving Offers.

ADD-DELETE WORK

“Add-Delete Work” shall mean Work within the original scope of the Contract but with increased or decreased quantities, as determined by the Consulting Engineer, and the Engineer where the County is the Owner, and only the Engineer if a Consulting Engineer is not engaged upon the Project. The location of the Add-Delete Work may vary from that shown in the Contract, but must be reasonably close to the Work limits and consistent with the intent of the originally Tendered Work. Generally, advisement is done through a Work Order.

CERTIFICATE OF SUBSTANTIAL PERFORMANCE

“Certificate of Substantial Performance” shall mean, without limiting the definition in the Builders’ Lien Act, a document issued by a Contractor or Subcontractor for purposes of holdback release as per the terms and conditions of such Act. Certificate(s) of Substantial Performance are not applicable to Work carried out under the Public Works Act.

CHATTEL

“Chattel” shall mean a moveable possession, a piece of property that is not attached to the land.

CONSTRUCTION COMPLETION DATE

“Completion Date” shall be the date by which the Work is required to be completed to a state warranting the issuance of a CCC, and as further stated in Article 3 and / or 3a. of the Contract Agreement, Time of Completion.

COMPLETION LEVELS OF WORK

“Substantial Performance” shall mean a level of Work completion meeting the terms and conditions stipulated in the current edition of the Builders’ Lien Act, and warranting the issuance of a Certificate of Substantial Performance by the Contractor or Subcontractor. Substantial Performance is only applicable to release of holdback, will not necessarily result in the issuance of a CCC, and does not apply in any aspect for Work done under the Public Works Act.

"Initial Construction Completion" shall mean a level of Work completion warranting the issuance of a CCC with or without deficiencies. Should a CCC be issued with deficiencies, the Engineer shall specify a time frame for the total correction of all deficiencies, as solely determined by him acting reasonably. Failure to meet the specified time frame for correction will result in the revocation of the first CCC in its entirety, and will further result in the Maintenance / Warranty period commencing only upon the date of the total correction of all deficiencies and the issuance of a second CCC.

"Final Construction Completion" shall mean a level of Work completion wherein all the contractual obligations of the contractor have been fully met. This shall include the successful conclusion of all repairs to the Work under Maintenance / Warranty obligations at time of expiration of the Maintenance / Warranty period; and as officially confirmed by the issuance of a FAC by the Consulting Engineer, or the Engineer if a Consulting Engineer is not engaged upon the Project.

CONTRACT OR CONTRACT DOCUMENTS

"Contract" shall mean the written agreement package covering the performance of the Work and the furnishing of the necessary labour, equipment and material in the prosecution of the Work. This may include, as appropriate and without limiting the generality of the foregoing, a Cover Page, an Award Letter, a Table of Contents and Color Coding Systems page, Notices, Addenda, Special Provisions, a Tender form, a Quote Form, a Proposal Form, a Contract Agreement Form, Contract bonds, General Specifications, Detail Specifications, Plans, and Other such documents as required to complete the Work.

CONSULTING ENGINEER

"Consulting Engineer" shall mean a Professional engineering firm retained by the Owner to be responsible in total or in part for the design, horizontal and vertical layout, testing, inspection of the Work, certification of the quality of the Work including the preparation of accurate record drawings; and performing these and other such duties as may be called for in connection with the provision of Municipal Services as set out in the County. The Consulting Engineer must be a firm applicable to and qualified for the Project to be undertaken, a member of the Association of Professional Engineers, Geologists, and Geophysicist of Alberta, and licensed to practice Engineering in the Province of Alberta.

CONTRACTOR

"Contractor" wherever used in these documents shall mean the party of the second part, as named in the Contract Agreement, who has been duly appointed and authorized by the Owner to proceed with the Work as outlined herein.

COUNTY

"County" shall mean the County of Grande Prairie No. 1, a municipal corporation in the Province of Alberta in the Dominion of Canada, representing the party of the first part as named in the Contract Agreement, for whom the Work is to be performed.

DEFICIENCY

"Deficiency" shall mean completed Work, as determined by the Consulting Engineer and the Engineer, and only the Engineer if a Consulting Engineer is not engaged upon the Project, and such Work is being used for what it was intended, however it does not fully meet the Conditions or Specifications of the Contract.

ENGINEER

"Engineer" shall mean the County of Grande Prairie Department responsible for the Project, operating within current protocols with other Departments such as Purchasing, Parks, and Public Works, and as generally represented by the assigned Project Sponsor.

ENGINEERS

"Engineers" shall be deemed to mean as follows and as applicable to whichever engineering services contractual situation applies:

In the first instance, where the Owner is the County of Grande Prairie, the Engineer shall mean the Consulting Engineer engaged by the County of Grande Prairie. The Consulting Engineer has primary obligations for all necessary approvals from the County, all quantity and quality processes and assurances to the County, including appropriate and safe construction processes to the County; as generally stipulated in these Definitions.

In the second instance, where the Owner is the County of Grande Prairie and no Consulting Engineer is engaged by the County, the Engineer shall mean the County of Grande Prairie Department responsible for the Project, operating within

current protocols with other Departments such as Purchasing, Parks, and Public Works, and as generally represented by the assigned Project Sponsor. The Engineer has primary obligations for all quantity and quality processes and assurances, and for safe and proper construction processes; as generally stipulated in these Definitions.

EQUIPMENT OR PLANT

"Equipment or Plant" shall mean anything and everything except persons used by the Contractor in the performance of the Work and except material as defined herein.

EXTRA WORK

"Extra Work" shall mean Work outside the original scope of the Contract, as determined by the Consulting Engineer and the Engineer where the County is the Owner, and only the Engineer if a Consulting Engineer is not engaged upon the Project; and generally authorized in writing by a Work Order.

FIELD MEMORANDUM

"Field Memorandum" is a written communication from the Consulting Engineer, or the Engineer if a Consulting Engineer is not engaged upon the Project, and delivered at the site to the Contractor.

GOODS

"Goods" shall mean the chattels described in a Project title and specified in a Schedule of Quantities where applicable, and wherein the intent is to purchase such chattels; and where the context requires, one or more units or portions of such chattels. In situations where materials attached to the land are processed or are to be processed for the purpose of sale, thereby forming a materials' product, such materials will be deemed as goods.

HEREIN AND HEREOF

"Herein and Hereof" and similar expressions wherever used in the Contract Documents shall relate to the whole of the Contract Documents and not to any one (1) paragraph alone, unless the context specifically requires it.

IMPLIED PROVISIONS

In the Contract:

- (a) words importing male persons include female persons and corporations;
- (b) words in the singular include the plural and words in the plural include the singular, excepting Engineer and Engineers as given in Definitions;
- (c) the applicable law shall be the law of the Province of Alberta;
- (d) time shall be of the essence;
- (e) headings and subheadings are not substantive and are inserted for convenience of reference only.

MAINTENANCE / WARRANTY PERIOD

"Maintenance / Warranty Period" shall be the period of time specified in the Tender or Quote or **Proposal** Form and during which the Contractor shall warrant the Work to be free from any defect or failure due to his neglect, faulty workmanship or faulty material supplied under the Contract and to withstand climatic, maintenance, and normal operational conditions. Such period of time shall commence immediately following the date stated in the Initial Construction Completion and Acceptance Certificate (CCC). Routine maintenance of defective Work by the Contractor, solely at his cost, may be required if such maintenance is deemed necessary by the Owner or the Engineer to protect the interest or interests of the Public, and shall be so undertaken until such time as the Work is fully corrected.

MATERIAL OR MATERIALS

"Material or Materials" shall, unless otherwise specified, mean anything and everything other than persons or the Contractor's equipment; that is manufactured, processed, or transported to the site or existing on the site, and incorporated into the complete Works.

Depending on the context of a statement, "Material or Materials" may also mean and be interchangeable with the term "Goods".

OFFEROR

"Offeror" shall mean any individual, partnership, or corporation submitting a Tender, Quote, Proposal, or the like, wherein an Offer for the contemplated Work is or will be made, acting directly or through a duly authorized representative.

OTHER CONTRACTOR

"Other Contractor" wherever used in these documents means any person or firm or corporation employed by or having a Contract directly or indirectly with the Owner, other than through this Contractor.

OWNER

"Owner" means a person having an estate or interest in land at whose request, expressed or implied, and

- a) on whose credit,
- b) on whose behalf,
- c) with whose privity and consent, or
- d) for whose direct benefit,

Work is done on, or material is furnished for, an improvement to the land; and includes all persons claiming under him whose rights are acquired after the commencement of the Work or the furnishing of the Material.

Wherein property or right of way is leased, or owned, or legislatively administered by the County of Grande Prairie; for purposes of this Contract the Owner shall be deemed to be the County of Grande Prairie as represented by County Council.

Wherein Goods are purchased, the "Owner" shall mean the Purchasing Party, in this case the County of Grande Prairie No. 1 as represented by County Council.

PERSON OR PERSONS

"Person" or "Persons" shall mean, individuals, corporations, partnerships and all other legally existing entities.

PROGRESS PAYMENT CERTIFICATES

"Progress Payment Certificate" shall mean a certificate issued periodically by the Consulting Engineer, or the Engineer if a Consulting Engineer is not engaged upon the Project, to the Owner, based on which payments on account are made to the Contractor.

PROJECT

"Project" shall mean, without restricting the generality of the foregoing, the boundaries and undertakings of the Work as defined or described by the Owner, and as limited to that which is contracted herein subject to extensions or revisions as allowed in this Contract.

PROJECT MANAGER

"Project Manager" shall mean the agent or official assigned by the Consulting Engineer to the Work, acting within the scope of the particular duties entrusted to him.

PROJECT SPONSOR

"Project Sponsor" shall mean the agent or official assigned by the Engineer to the Work, acting within the scope of the particular duties entrusted to him.

SPECIFICATIONS

"Specifications" shall include all specifications and the directions, schedules, special provisions and requirements contained herein, together with all written agreements made or to be made, pertaining to the method and manner of performing the Work, or to the quantities or quality of Material to be furnished under the Contract.

SUB-CONTRACTOR

"Sub-Contractor" wherever used in these documents includes only those having a direct contract with the Contractor, and it includes one who furnishes material worked to a special design according to the plans or specifications of this Work, but does not include one who merely furnishes material not so worked.

SUBSTANTIAL PERFORMANCE

"Substantial Performance" shall be defined as is provided by Sections of the Builders' Lien Act, current edition. Substantial Performance should not be construed necessarily as Substantial Completion of the Contract.

SURETY

"Surety" shall mean the Company bound with the Contractor to provide security, respectively, for one or more of:

- a) the due performance of the Contract;
- b) the payment in full for all items of labour and materials used or reasonably required for use in the performance of the Contract;
- c) the repair of any damage to or failure in the Work to which the Contract relates and for which the Contractor is responsible under the Contract.

The Company must be licensed to do business in the Province of Alberta.

UTILITIES OR UTILITY INSTALLATIONS

"Utilities or Utility Installations" shall mean utilities and facilities which are located on, in, or near the Work, and which may be affected by the construction, and shall include but not be limited to pipelines, drainage works, irrigation works, water works, sewage works, power facilities, telephone facilities, cable facilities; and their related appurtenances.

WORK ORDER

"Work Order" is a written document issued by the Consulting Engineer, and approved by the Engineer where the County is the Owner, and written solely by the Engineer if a Consulting Engineer is not engaged upon the Project; describing the work and authorizing an estimated amount by which the contract sum is to be substantially altered as a result of changes in quantities, modifications to the Work, or addition of Extra Work. Such statement, including authorization to proceed with the Work, shall be delivered to the Contractor prior to the Work being undertaken.

WORK OR WORKS

"Work or Works" shall mean, unless the context otherwise requires, all or any part of the work to be performed under this Contract, whether complete or incomplete, as originally set forth or as revised by the Owner. Work shall mean to include any and all materials, labour, equipment supplied by or for the Contractor; and all matters and things required to be done, furnished, and performed by the Contractor as work under this Contract.

WRITTEN NOTICE

"Written Notice" shall be deemed to have been duly served if delivered in person for the individual or to a member of the firm or to one office of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the Notice.

ARTICLE 2 - Intent Of Contract Documents

The Contract Documents shall be signed in triplicate (3) by the Owner and the Contractor. The intent of the Contract Documents is that the Contractor shall provide all necessary permits, processes, materials, supervision, labour, equipment, and all else necessary for the proper execution of the Work unless specifically noted otherwise. The Contractor shall do all the Work shown on the drawings and described in the specifications and all incidental Work necessary to complete the project.

ARTICLE 3 - Drawings And Specifications Furnished

Except as provided for otherwise, a maximum of five (5) copies of drawings and specifications for the execution of the Work shall be furnished to the Contractor without charge.

Additional instructions may be issued by the Engineers during the progress of the Work by means of drawings or otherwise for clarification of the drawings and specifications, or as may be necessary to explain or illustrate changes in the Work to be done. One (1) complete set of drawings and specifications shall be maintained at the job site and shall be available to the Engineers at all times.

ARTICLE 4 - Shop Drawings

The Contractor shall furnish to the Engineers, at proper times, all shop and setting drawings or diagrams which the Engineers considers necessary in order to clarify the Work intended or to show its relation to adjacent Work of other trades. The Contractor shall make any changes in such drawings or diagrams which the Engineers may require consistent with the Contract, and shall submit sufficient copies of the revised prints to the Engineers for approval, following which three (3) copies shall be returned to the Contractor if approved by the Engineers.

When submitting shop drawings and setting drawings, the Contractor shall notify the Engineers in writing of changes made therein from the Engineers' drawings or specifications.

The Engineers' approval of such drawings, or of the revised drawings shall not relieve the Contractor from responsibility for errors made by the Contractor therein or for changes made from the Engineers' drawings or specifications not covered by the Contractor's written notification to the Engineers.

ARTICLE 5 - Document Conflict

In case of any inconsistency or conflict between the provisions of the Contract Documents, the provision of such documents thereto shall take precedence and govern in the following order:

1. Addenda
2. Special Provisions
3. Contract Agreement
4. Tender / Quote / Proposal Form
5. General Specifications
6. Detail Specifications
7. Drawings
8. Instructions to Tenderers / Quoters / Proposers
9. Public Notice / Invitation to Tenderers / Quoters / Proposers
10. All Other Documents

Figured dimensions on the drawings take precedence over measurement scale from the drawings, and large scale drawings take precedence over those of smaller scale. In case of conflict in materials and methods, the specifications govern. Supplementary drawings and specifications supersede their antecedents. In case of conflict between figured dimensions on a drawing and the dimensions of a specified product, the dimensions of the specified product govern. The drawings and specifications compliment each other and anything called for by one shall be as binding as if called for by both.

ARTICLE 6 - Discrepancies

Any discrepancy found between the drawings and specifications or any errors or omissions in the drawings and specifications shall immediately be reported to the Engineers who shall promptly correct such error or omission in writing. Any Work done after discovery of such discrepancy errors or omissions shall be done at the Contractor's risk.

ARTICLE 7 - Material Tests And Mix Designs

The Contractor shall furnish for the Engineers' approval such material tests and mix designs as they may reasonably require. The cost of providing the foregoing beyond the extent called for in the specifications shall be charged to the Owner. The Work shall be in accordance with approved material tests and mix designs.

ARTICLE 8 - Location Of The Works

The intended locations of the Works shown on the drawings are approximate unless location dimensions are shown. In the approximate case the exact location of the Works will be established by the Engineers on the site.

Unless otherwise specified, the Engineers shall establish base lines for the location of the principle component parts of the Work together with a suitable number of bench marks adjacent to the Work. The Contractor shall assume responsibility for detailed dimensions and elevations measured from the base lines and bench marks established by the Engineers. The Contractor shall supply the survey stakes and an assistant to the Engineers for the purpose of staking lines and levels.

The Contractor shall provide reasonable and necessary opportunities and facilities to enable the Engineers to complete the surveys. He shall not proceed until he has made timely demands upon the Engineers for, and has received from them, such points and instructions as may be necessary for the Work to progress.

The Contractor shall carefully preserve all survey markers such as bench marks, reference points, legal survey iron posts, and wooden construction stakes. In case of willful or careless destruction or disturbance of survey markers, he shall be charged with the expense of replacing them and shall be responsible for any mistakes that may be caused by the destruction, loss or disturbance. The Contractor must satisfy himself before commencing the Work as to the correctness and meaning of all stakes, measurements and marks. No claim will be allowed on account of alleged inaccuracies, unless the Contractor notifies the Engineers thereof in writing in time for the Engineers to verify or check such stakes or marks before the Work is commenced.

ARTICLE 9 - Local Conditions

The Contractor shall by personal inspection, examination, calculation, or testing; satisfy himself with respect to the local conditions to be encountered and the quantity, quality, and practicability of the Work.

No verbal agreement or conversation with any officers, agent or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

ARTICLE 10 - The Engineers and The Contractor

The Engineers are in the first instance the interpreter of the Contract and judge of its performance. Subject to the following two paragraphs of this General Specification, the Contractor shall have complete control of his operation or operations at the site.

The Engineers shall have the authority to stop the Work whenever such stoppage may be necessary, in their reasonable opinion, to ensure the proper execution of the Contract or that there exists a danger to life or property.

Should the Contractor hold any decision of the Engineers to be at variance with the Contract, or to be in error, he may refer any dispute to arbitration in accordance with the Arbitration section of these General Specifications.

ARTICLE 11 - Supervision

The Contractor shall keep on the Work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Engineers. The superintendent shall not be changed unless with the consent of the Engineers unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ. The superintendent shall represent the Contractor in his absence and directions on minor matters given to him shall be held to be given to the Contractor. Important

decisions shall be given in writing to the Contractor. The Contractor shall give efficient supervision to the Work using his best skill and attention.

The successful Contractor must have a representative on call or standby for twenty-four (24) hours a day for the duration of the Contract. The Contractor will supply the Engineers in writing with the name, residing address and telephone number of the standby representative for use in case of emergencies.

ARTICLE 12 - Project Meetings

A Pre-construction meeting may be required by the Engineers after the Contract is awarded. These meetings will be held at the Engineers' office or at an alternate location at or near the site.

Progress meetings will be held on a regular weekly basis or more frequently if requested by the Engineers. Accommodation for progress meetings shall be provided by the Contractor at or near the site. The Engineers shall give to all parties advance notice of the meeting dates, times and locations. The Contractor shall have in attendance the superintendent and, if requested by the Engineers, representatives of the sub-contractors. The Engineers shall also have the Project Manager and/or the Resident Engineer in attendance. The Owner may have a representative in attendance. Notes of the meeting will be taken by the Engineers and copies will be distributed to attendees.

ARTICLE 13 - Sub-Contractors

The Contractor shall, as soon as possible after Notice of Award, notify the Engineers in writing of the names of sub-contractors not identified in the Tender / Quote / Proposal, and shall not employ any that the Engineers may, within a reasonable length of time, object to as incompetent or unfit. Nothing in the Contract Documents shall create any contractual relation between the sub-contractors and the Owner. The Contractor agrees that he is fully responsible for acts or omissions of his sub-contractors, and of person or persons directly or indirectly employed by them. The Engineers shall upon request furnish to any sub-contractor, whenever practicable, evidence of the dollar amount certified to on his account. None of the Work contemplated under this Contract shall be sublet to other Contractors without the written permission of the Owner.

ARTICLE 14 - Other Contracts

The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his with theirs.

If any part of the Contract Work depends for proper execution and results on the Work of any other Contractor, this Contractor shall inspect and promptly report to the Engineers any defects in such Work that render it unsuitable for the proper execution and results. His failure to inspect and report shall constitute an acceptance of the other Contractor's Work as fit and proper for the reception of his Work, except as to defects which may develop in the other Contractor's Work after the execution of the Work.

To ensure the proper execution of his Work, the Contractor shall measure Work done by others and shall at once report to the Engineers any discrepancy between the executed Work and drawings.

ARTICLE 15 - Material Supplied By The Contractor

The Contractor shall use materials of North American manufacture to the fullest extent practical.

The Contractor shall supply all materials unless it is especially stipulated to the contrary. Materials used in the Work shall meet the requirements of the specifications, or where not detailed in the specifications, shall be to the Engineers' satisfaction. Unless otherwise specified all materials shall be new.

Schedules of piping, fittings, reinforcing, or other materials indicating quality and/or dimension, which are shown on the drawings or in the applicable section of the specifications, are intended only to assist the Contractor in his quantity takeoff.

Quantities and dimensions shown therein are not guaranteed to be accurate and shall be checked by the Contractor prior to placing an order for such material.

Any requests the Contractor may have regarding materials equal to those specified, or any substitutions of materials, shall be brought to the Engineers' attention prior to the date of Tender / Quote / Proposal closing. Sufficient time shall be allowed for the Engineers to evaluate whether the proposed materials or changes are acceptable within the required specifications of the Contract.

Should the Contractor or supplier wish to use another product prior to Tender / Quote / Proposal closing or during construction, that is not specified, he shall provide to the Engineers and the County, upon request, a portion or all of the following information:

- a) sample of the product if logistically possible;
- b) documentation showing CSA and ASTM and/or AWWA certification;
- c) Three letters of recommendations from previous non-partisan users of the product;
- d) 10 individuals, companies or institutions who have used the product including phone numbers and addresses;
- e) a field of history of over 3 years of successful implementation.

The product information so submitted by the Contractor, will be jointly reviewed by the Engineers and the County. A decision will be made as to the suitability of this product. Providing information alone does not guarantee use of that product for construction.

Unless otherwise stipulated, the Contractor shall provide all water, light and power, and gas necessary for the execution of the Work.

ARTICLE 16 - Materials By Owner

The Owner will provide only such materials as are specifically listed as being supplied by the Owner.

Immediately after Contract execution, materials supplied and delivered by the Owner to the site prior to Contract execution, or stockpiled at another designated location but dedicated to this site, the Contractor shall be required to examine such materials for quality and defects. The same shall apply to materials delivered following execution of the Contract. The Contractor shall sign a statement of materials' acceptance specifically listing materials and quality thereto, and noting all defective material. In so accepting these materials, the Contractor shall assume responsibility for their protection and, except for latent defects not reasonably noticed at the time of examination, for their quality.

Unless otherwise specified, the Contractor shall take delivery of materials supplied by the Owner at the point of delivery nearest to the Works. The Contractor shall, at his own cost, pay all demurrage, insurance, standby charges, and other unloading costs, and costs of transporting such material from the point of delivery to the site. The Contractor shall verify the delivery dates of materials provided by the Owner and shall arrange Work Schedules to comply therewith.

ARTICLE 17 - Material Storage

The Contractor at his own cost, shall store all materials provided for the Work either by himself or the Owner, until they have been incorporated into the completed Works. Storage of materials shall be confined to the immediate work area and no stockpiling of materials in advance of this area is allowed unless otherwise provided in the Contract or otherwise approved by the Engineers. Materials shall be stored in such a manner so that pedestrian and property safety is not compromised. The storage of materials shall not obstruct normal pedestrian flows and shall not interfere with traffic movement adjacent to the work area.

Material shall be so stored as to ensure the preservation of their quality and fitness for the Work, and shall be protected from vandalism and theft. Storage material shall be located so as to facilitate prompt inspection. Faulty materials shall not be stored on the site.

ARTICLE 18 - Rejected Work And Materials

All materials that do not conform to the requirements of the Contract, are not approved by the Engineers, or are in any way unsatisfactory or unsuited for the purpose for which they are intended, will be rejected. Any defective Work, which shall include materials, whatever the cause thereof, and without limiting the generality of the foregoing, whether the result of poor workmanship or use of defective material, shall be removed within ten (10) days after written notice is given by the Engineers, and the Work shall be re-executed by the Contractor. The removal of Work and the re-execution thereof shall be at the expense of the Contractor, and he shall pay the cost of replacing the Work that shall include materials of other Contractors destroyed or damaged by the removal of the rejected Work or materials and the subsequent replacement with acceptable Work. The fact that the Engineers may have previously overlooked such defective Work shall not constitute an acceptance.

Repeat or corrective Work made necessary by adverse weather, or failure of the Contractor to adequately protect the work during the prosecution of the Work, shall be at the Contractor's expense.

If, in the opinion of the Engineers, it is not expedient to re-excavate defective Work, the Owner may deduct from the Contract price the difference in value between the Work done and that called for by the Contract, the amount of which shall be determined by the Engineers.

ARTICLE 19 - Owners Right To Correct Deficiencies

Upon failure of the Contractor to perform the Work in accordance with the Contract, and after ten (10) days written notice to the Contractor, or without notice if an emergency or danger to the Work or public exist; the Engineers may, without prejudice to any other remedy he may have, correct such deficiencies. The cost of Work performed by the Owner in correcting deficiencies shall be paid by the Contractor.

ARTICLE 20 - Protection Of Work And Property

The Contractor shall verify limits of construction with the Engineers prior to commencement of construction.

The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect the County's and/or Owner's property from injury or loss arising in connection with this contract.

It is the intention of the Contract to minimize the extent of damage to areas surrounding the immediate Work sites. The Contractor shall take whatever means are necessary to minimize this damage at no extra cost to the Owner. He shall make good any such damages, injury or loss and shall be responsible for any costs incurred to rectify such damages.

The Contractor shall exercise due care and attention, at his sole expense, in environmentally sensitive areas such as streams, creek banks, and river banks which adjoin or are located near the Work; and shall conduct his operations in such a manner as not to contaminate such waterways by means of siltation and/or seepage of gasoline, diesel, oil, and other petroleum or chemicals entering into waterways. On permeable soils, special attention must be applied to all gasoline, diesel, oil, and other petroleum and chemical based spills by means of containment. All gasoline, diesel, oil, and other petroleum and chemical spills on non-permeable soils must be cleaned up and the material disposed of at an approved disposal site.

Burning of trees, brush, and other debris, if allowed, shall be done in strict accordance with Local and Provincial regulations.

The Contractor shall provide and maintain at his cost all high quality signs, passage ways, detours, guard fences, proper barricades, lights and other facilities for protection required by public authority and local conditions.

a) Non-County Utilities and Structures

At a minimum of one week prior to commencing any excavation, the Contractor will notify the utility company of the location and the nature of the Work to be undertaken. He will investigate and determine the location of all applicable overhead and buried utilities including, but not limited to, the following:

- i) Telephone Lines
- ii) Power Lines
- ii) Gas Lines
- iv) Telegraph and Signal Lines
- v) Cablevision Lines
- vi) Pipelines

The Contractor at his expense is to conduct his operations in accordance with the requirements of the utility authorities having jurisdiction.

b) Traffic Accommodation – Motor Vehicular

- i.) Minor Interruption

Barricade Permits shall not be required for minor traffic interruptions although the Contractor must comply with traffic signing, control, and safety processes as required by the County. Generally this shall apply to local roads and short term delays.

- ii.) Moderate Interruption

Barricade Permits may be required. The Contractor shall consult with the Engineers to determine the need for a permit application. Generally this shall apply to minor collector roads and intermediate term delays.

iii.) Major Interruption

Barricade Permits shall be required. The Contractor shall complete and provide to the Engineers an application 48 hours in advance of the Work. Under no circumstances are detour signs to be installed, removed, or relocated by the Contractor unless specifically approved to do so by the Engineers. Generally this shall apply to roads designated as major collectors or higher, and the disruption is expected to be long term.

Unless special permission is obtained from the County through the Engineers, traffic shall not be completely blocked off for more than three (3) blocks at any one time. Necessary signs, barricades and signal men shall be provided by the Contractor in order to direct and protect the public. Service stations, garages and businesses of such nature that depend on vehicle trade, must be given special consideration in order to prevent excessive or unnecessary financial loss due to blocked traffic.

c.) County or Aquatera, Utilities and Structures

Prior to commencement of any Work in a construction area, it is the Contractor's responsibility to inspect and check the condition of all affected valves, manholes, catchbasins, or any other County or Aquatera appurtenances, including legal iron post, lot pins and Survey Control Monuments. Deficiencies or damages are to be noted and such documentation to be forwarded to the Engineers three (3) work days prior to the start of work in the area. Failure to complete such an inspection, or failure to provide the Engineers with deficiency or damage documentation, shall constitute acceptance by the Contractor. The Contractor, having accepted such items, shall be required to restore such items to a condition satisfactory to the Engineers at his own expense.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instructions or authorizations from the Engineers, shall act, at his discretion, to prevent such threat, loss or injury, and he shall so act, without appeal if so instructed or authorized.

ARTICLE 21 - Workers' Compensation Regulations

The Contractor shall ensure compliance, including payments due thereunder, on his part and on the part of all his sub-contractors, with the Workers' Compensation Act and Regulations thereunder, especially provisions having to do with the prevention of accidents and disease and the provision of safe working conditions.

At any time during the term of the Contract, when requested by the Engineers, the Contractor shall provide such evidence of compliance by himself and his Subcontractors.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor, or one of his sub-contractors in respect to their operations under this Agreement to cease operations because of failure to install or adapt safety devices or appliances or methods directed by order of the Board, or required by the Act or Regulations thereunder, or because the Board is of the opinion that conditions or immediate danger exists that would be likely to result in injury or to any person, the Engineers shall have the authority to stop the Work under the Article pertaining to the Engineers and the Contractor.

ARTICLE 22 - Lands By Owner

The Owner shall provide lands upon which the Work is to be performed. Where Work is to be performed on lands owned by others, the Owner shall obtain the necessary easements or right-of-ways.

ARTICLE 23 - Lands By Contractor

Any lands other than those which the Work is to be performed which may be required for temporary facilities, storage purposes or access to the Work site, other than those provided by the Owner, shall be provided by the Contractor with no liability to the Owner.

ARTICLE 24 - Permits And Regulations

The Contractor shall, at his own expense, procure all permits, certificates and licenses required by law for the execution of the Work and shall comply with all federal, provincial, and local laws, regulations and ordinances affecting the execution of the Work.

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The Contractor shall make all arrangements with the local authorities, Alberta Infrastructure / Transportation, and the operating department of the railways; for detours, traffic signs, traffic lights and/or signals, as required, prior to and during construction of the Works under or across highways and railway right-of-ways; and shall be responsible for all operations and maintenance and costs of same.

ARTICLE 25 - Work Schedule And Failure To Complete on Time

The Contractor shall submit at such time(s) as may be requested by the Engineers, schedules which shall show the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and estimated dates of completion of the several parts.

Should the Contractor fail to complete the Work under this Contract within the Time specified in the Contract, the Owner shall be entitled to make deductions from payments due to the Contractor not as a penalty but as liquidated damages, the cost to the Owner of maintaining its engineering and inspection force on the Work beyond the completion date; or the cost to the Owner for public inconvenience as provided for in the Site Rental condition in the Special Provisions, or both.

No bonus to the Contractor will be allowed for completion in less time than the completion date.

ARTICLE 26 - Notice To Proceed

Following the execution of the Contract Agreement by the Contractor, written Notice to Proceed with the Work shall be given to the Contractor by the Owner. The Contractor shall begin Work within ten (10) days of the Notice to Proceed and shall prosecute the Work regularly and without interruption thereafter, unless otherwise directed in writing by the Engineers, in such manner as to secure the completion of the Work contracted for within the Time stated in the Contract Agreement. Time shall be the essence of the Contract.

ARTICLE 27 - Extension Of Contract Time

The time for completion of the Work under the Contract may be extended in the event of one (1) or more of the following:

- a) Where Extra and/or Add-Delete Work as herein provided, is added to the Work under this Contract increasing the original contract work.
- b) Where the Work is suspended as provided for in the Article 30 pertaining to the Contractor's Right to Stop Work or Terminate Contract.
- c) Where the Work is delayed on account of conditions which could not have been foreseen or which were beyond the control of the Contractor and which were not the result of the fault or negligence of the Contractor, his agents, or his employees, provided however rain, wind, flood or other natural phenomena of normal intensity for the area shall not be construed as cause for an extension of time for completion of the Work.
- d) Where delay occurs in the progress of the Work as a result of the act of negligence of the Owner.
- e) Where, in the opinion of the Engineers, the Contractor is entitled to an extension of time.

A claim for an extension of contract time shall only be considered when submitted by the Contractor to the Engineers in writing within seven (7) days of the occurrence of the delay on which the claim is based, provided, however, that in a case of continuing cause of delay only one (1) claim shall be necessary.

Within a reasonable period after the Contractor submits a request for extension of time, the Engineers will present their written recommendation on the request to the Owner.

The granting of additional time to complete the Work pursuant to this Article shall not give the Contractor grounds to make any claims whatsoever for additional payment save on the grounds set out in (a) above.

The Contractor shall, within fourteen (14) days of such granting, provide documentation from his Bonding Company accepting the extension. Failure to supply such documentation shall nullify the extension.

ARTICLE 28 – Site Rental

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Site Rental will be charged to the Contractor for each calendar day starting at the Contractor's Start up date as the Contractor has shown on the Installation Schedule by the wide horizontal bar and date printed at the beginning of the bar, and applied daily until the actual Construction completion date or seasonal shut-down date is reached. Upon subsequent seasonal construction restart, the Site Rental shall again come into effect and continue to be in effect until the construction completion date is reached.

Should the Contractor start construction later than his Scheduled startup date as he provided in the Installation Schedule, or should he leave the site during the Site Rental application period, the Site Rental rate application shall continue to be in effect unless such adjustments are approved, in advance by the Owner, or conditions in Article 27 Extension of Contract Time are employed.

Minor Work is not required to be complete prior to the end of the rental period although the intent is for the rental period to be in effect until the site(s) is open for its' intended use(s) and only minor items of Work will be required to totally complete Work in the area.

Delays due to Work by other contractors, utility companies, or exceptionally bad weather, will be considered in finalizing the length of the rental period.

The Site Rental rate shall be as stipulated in the Special Provisions and/or as given in the Installation Schedule, applied per calendar day, and shall be deducted from payments due the Contractor.

ARTICLE 29 - Owner's Right to Terminate Contract

Should the Contractor fails to begin Work under the Contract within the period of time specified, or fails to prosecute the Work with sufficient workmen and equipment, or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitable, or shall neglect or refuse to remove materials, or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or shall fail or refuse to place additional equipment on the Work when so ordered by the Engineers, in order to complete the Work within the time specified; the Owner shall give notice to the Contractor and his Surety of such delay, neglect or default, specifying the same.

If the Contractor, within a period of six (6) days after such notice, shall not proceed in accordance therewith, then the Owner shall have full power and authority, without violating the Contract, to take the prosecution of the Work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable, and may enter into an agreement for the completion of the Contract, according to the terms and provisions thereof, or use such other methods as in its opinion may be required for the completion of the said Contract in an acceptable manner.

All costs of completing the Work, shall be deducted from any monies due, or which may become due, to the Contractor. In the case the expense so occurred by the Owner shall be less than the sum which would have been payable under the Contractor, if it had been completed by the said Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor shall be liable and pay to the Owner the amount of the excess.

ARTICLE 30 - Contractor's Right to Terminate Contract

The Contractor shall have the right to terminate the Contract, subject to the Article pertaining to payment withholding, if at any time:

- a) The Work is stopped for three (3) months, under an order of any Court, or other public authority through no act or fault of the Contractor, or anyone employed by him.
- b) The Owner fails to pay the Contractor any sum certified by the Engineers or Arbitrator, provided that written notice of intention to terminate the Contract is given the County after twenty (20) days have elapsed since certification, and payment is not made within ten (10) days of receipt of said notice.

ARTICLE 31 - Use of Completed Portions

The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding that the Time for completion of the entire Works or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract. If such prior use increases the cost of, or delays the completion of, uncompleted Work or causes refinishing of completed Work, the Contractor shall be entitled to extra compensation or extension of time, or both as the Engineers may determine.

If a plan taking possession and use of portions of the Work has been stipulated in the Contract, then the Contractor shall have no claim for compensation or extension of time on that account.

ARTICLE 32 - Clean-up

Clean-up during construction shall be an ongoing process and areas becoming available at the site or providing access to the site, such access being utilized by the Contractor and / or public vehicular traffic or pedestrians; shall be kept in a clean state as determined by the Engineers and upon request, cleaned by the Contractor without cost to the Owner. Furthermore the area shall not be encumbered with products that are unnecessary and have no further use in that immediate area.

On or immediately before the completion of the Work, or in immediate preparation for a CCC or FAC inspection, the Contractor shall, without extra charge thereof, carefully clean all structures and roads, and shall tear down or remove or otherwise dispose of all temporary structures built by him and shall remove all rubbish from the grounds which he has occupied or utilized as access along the line of Work.

ARTICLE 33 - Disposal of Excavated or Otherwise Removed Materials

Large sections of unmanageable curb and gutter or sidewalk containing reinforcing steel or wire mesh, may be hauled to alternative disposal sites as selected by the Contractor, or shall be subject to the County Landfill fee schedule when hauled there, if no alternative site is available.

All milled asphalt is to be removed to the disposal site indicated on the Contract Plans.

Clean fill will be accepted at the Landfill Site at no charge and loads will be directed to the stockpile area within the Landfill Site.

The Contractor shall be responsible for the maintenance of disposal sites and access roads when necessary. All associated Work is to be carried out at no additional cost to the Owner.

ARTICLE 34 - Project Record Drawings

The Engineers will provide the contractor with two (2) sets of white prints for record drawing purposes. At the Engineers' discretion, the contractor will maintain project record drawings and accurately record significant deviations from Contract documents caused by site conditions and changes ordered by the Engineers.

The contractor will mark changes in (red) and at the completion of the project and no later than six (6) months post date of the CCC inspection, neatly transfer any notations to the second set and submit both sets to the Engineers.

ARTICLE 35 - Assignment

Neither party to the Contract shall assign the Contract nor any monies due thereunder without the written consent of the other, such consent not being unreasonably withheld.

ARTICLE 36 – Hold Harmless

The Contractor shall hold harmless the County, their employees and agents from any and all claims, demands, actions and costs whatsoever, that may arise directly or indirectly out of any act or omission of the Contractor, his employees, agents or sub-contractors, in the performance of the Work.

The obligation of the Contractor under this General Specification shall apply only to the extent that such claims, demands, actions and costs do not arise out of a negligent act or omission of the Owner, the Engineers, their agents or employees.

Such Hold Harmless shall survive the Contract.

ARTICLE 37 - Royalties and Patents

The Contractor shall pay all royalties and license fees and shall save the Owner harmless from loss of account of suits or claims for infringements of patents in the doing of the Work.

ARTICLE 38 - Water Used by Contractor

No persons other than County employees, or Aquatera employees if applicable, are to operate County fire hydrant valves or other appurtenances for any reason. Failure to comply with this order will result in prosecution under applicable County By-Laws.

The Contractor may obtain water from Aquatera or County bulk water sales locations. The current purchase rate will apply. The Contractor shall contact the current Utilities administrator for further information and current rates. The cost of water is to be included in the Contract cost and will not be paid as a separate item, unless stipulated otherwise in the Contract.

ARTICLE 39 - Insurance

The Contractor shall maintain and keep in force Insurance during the Term of this Contract until all work required to be performed under the terms and conditions of this Contract are satisfactorily completed, and in the case of a construction contract as evidenced by formal final acceptance of the Work by the Owner through the issuance of a Final Construction Completion and Acceptance Certificate (FAC). Insurance must include coverage for the making good of faulty Work and materials, in an insurance Company or Companies and under policies of insurance acceptable to and approved by the Owner.

Policies shall be only issued by companies authorized to do business under the laws of the Province of Alberta.

The Contractor shall maintain and keep in force the following:

a) Comprehensive General Liability Insurance

Comprehensive General Liability Insurance protecting the Owner, the Consulting Engineer if applicable, the Contractor and their respective servants, agents or employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations and completed operations of the Contractor, its subcontractors, and their respective servants, agents or employees under the Contract.

This insurance shall be for an amount of not less than THREE MILLION DOLLARS (\$3,000,000.00) inclusive per occurrence and shall include a standard form of cross liability clause.

b) Automobile and Mobile Equipment Insurance

Automobile Liability Insurance on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death) and from claims for property damage arising from the operations of the Contractor, its servants, agents or employees.

This insurance shall be for an amount of TWO MILLION DOLLARS (\$2,000,000.00) inclusive per accident.

Contractor's Equipment Insurance covering all equipment owned or rented by the Contractor and its servants, agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement, and shall contain a waiver of subrogation against the Owner.

"Certified True" Certificates of Insurance reflecting evidence of the required insurance, shall be filed with the Owner prior to the execution of the Contract.

Certificates shall contain a provision that coverage afforded under these policies will not be cancelled until at least THIRTY (30) days prior written notice has been given to the Owner.

In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Contractor shall furnish, at least THIRTY (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect.

The Contractor shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect. When changes in the Contract are material to the risk, the Contractor shall notify the Insurance Companies and have the insurance coverage adjusted. In the event that the Owner uses completed portions of the Works prior to the date of completion, any increase in cost of insurance arising out of this use shall not be at the Owner expense.

ARTICLE 40 - Fire Insurance

The Contractor shall maintain fire insurance acceptable to the Owner, with standard extended coverage endorsement, in the joint names of the Owner and the Contractor to a total no less than eighty percent (80%) of the total value of the Work done and

material delivered to the site, payable to the Owner and Contractor as their respective interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone of the insured thereunder.

In the event of a loss, the Contractor shall act on behalf of the Owner and himself, for the purpose of adjusting the amount of such loss with the insurer.

On completion of such an adjustment, the Contractor shall repair the damage and complete the Work, and shall be entitled to receive from the Owner, in addition to any sum due under the Contract, the amount at which the Owner's interest has been appraised in the adjustment, to be paid as the Work of restoration proceeds and in accordance with the Engineers' certificates. Damage shall not affect the right and obligations of either party under the Contract except as aforesaid, and except that the Contractor shall be entitled to such reasonable extension of time for the completion of the Work as the Engineers may decide.

ARTICLE 41 - Occupational Health and Safety

The Contractor shall comply with the provisions of the current Occupational Health and Safety Act, Statutes of Alberta, 1980, Chapter 0-2, and amendments thereto and regulations thereunder, and shall at all times ensure that all equipment and manpower at the worksite shall comply with the requirements of the said Act and regulations thereunder. The Contractor shall be the general representative and agent of the Owner for the purposes of ensuring compliance with safety regulations for himself.

The Contractor shall at all times during the continuation of this Contract with the Owner observe all the provisions of the current Labour Relations Act, Workers' Compensation Act, Employment Standards Act and the Occupational Health and Safety Act as well as rules and regulations pursuant thereto. In the event the Contractor fails to comply with the said Acts and any regulations thereunder, and the Owner is required to do anything or take any step or pay any sums to rectify such non-compliance the Owner may subtract the costs of such rectification's from any monies owing to the Contractor.

ARTICLE 42 - Bond

The Contractor, prior to the execution of the Contract, shall furnish a Contract Performance Bond from an acceptable Surety company in the amount of fifty percent (50%) of the total Contract dollar amount covering the faithful performance of the Contract.

The Contractor shall supplement the Performance Bond with a Labour and Material Payment Bond in the amount of fifty percent (50%) of the total Contract dollar amount covering the faithful performance of the Contract.

Both Bonds shall include the value of the Goods and Services Tax.

The Bonds shall remain in force after completion of construction for the duration of the period of maintenance / warranty and shall not be released until the Final Construction Completion and Acceptance Certificate (FAC) has been issued.

When the Contract sum is increased, the Contractor shall advise the Surety to have the Bonds amended to cover this additional amount.

ARTICLE 43 - Maintenance / Warranty Period

If at any time after the date of the Initial Construction Completion and Acceptance Certificate (CCC) and before expiration of the Maintenance / Warranty Period, any portion of the Work requires repair by reason of faulty material, or workmanship, or failure of backfill material(s) by means of settlement, or failure to meet specifications, the Owner shall notify the Contractor that such repairs are necessary and shall define the amount and nature of work to be done in order to make repairs.

If the Contractor does not make repairs within ten (10) days after such notice, delivered either in person or by mail, the Owner shall have the right to purchase materials and employ men and equipment necessary to execute such repairs. In the case where immediate restoration of services are required, then the Owner may arrange for the immediate restoration of services and charge to the Contractor or his Surety the cost of such repair.

Should the Contractor fail to complete all Maintenance / Warranty repairs, whether or not notice is served by the Owner, before the expiry of the Maintenance / Warranty Period, and should the Owner elect not to undertake the repairs himself, the Maintenance / Warranty Period shall automatically be extended an additional one (1) year from the original CCC date with all terms and conditions of the Maintenance / Warranty obligation remaining in effect, and shall be inclusive of additional failures that may develop in the additional period.

ARTICLE 44 - Contingencies

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When called for in the Contract Documents, the Contractor shall include contingencies in the calculation of the Contract Sum as required in the Schedule of Quantities. Expenditures from these allowances shall be made only upon the written authority of the Engineers. The unexpended balance shall be deducted from the final Contract Amount.

ARTICLE 45 - Changes in the Work

The Engineers may as the need arises, order changes in the Work by additions, deletions, modifications or variations without invalidating the Contract and without notice to the Contractor's Surety. The value, if any, of such changes shall be taken into account in ascertaining the amounts of the Contract Sum. Notification and authorization of such changes shall be by Owner approved Work Orders.

All such Work shall be executed under the conditions of the Contract supplemented where necessary for varying conditions.

Add-Delete Work shall be at the Contract unit prices, the work total established as determined by the Engineers.

Extra Work authorization may be supplemented by a Field Order Memorandum. The Value of any Extra Work shall be determined as per Article 46, Unclassified Work.

Advisement of the Bonding company, for significant increases in value of the Contract Sum due to changes in work, shall be the responsibility of the Contractor as per Article 42.

ARTICLE 46 - Unclassified Work

Where there is a requirement for Work not covered by the Contract unit prices, it shall be known as Unclassified Work. The value of such Work may be determined as described in the following:

- a) by agreement between the Engineers and the Contractor, or
- b) by account, which shall be on the basis of actual cost to the Contractor of the materials and applied labour including additional payroll costs covering Workers' Compensation, Unemployment Insurance, Holiday Pay, Statutory Holidays, public liability and property damage insurance and such other payroll costs as may be mandatory as according to the laws of the Province of Alberta, plus fifteen percent (15%) to cover the use of tools, office expense, overhead and Contractor's profit. The services of superintendents, timekeeper and the like shall not be included. Costs of material shall be invoiced cost less trade discount. Labour costs shall be actual hours worked at payroll rates plus the additional payroll costs. Equipment rental shall be at locally accepted rates or, failing such rates, at the current Alberta Roadbuilders and Heavy Equipment Users approved rates. For equipment which has to be brought in for the purpose, transportation costs will be negotiated. A piece of equipment shall mean a unit complete including operator, fuel, grease and maintenance and such costs as are normal to an operating unit. Rental shall be paid for actual hours of work only.

When an Extra Work Order involves Work by a sub-contractor, the payment for materials and services shall be similar to that for Contractor. The Contractor shall be entitled to a fee of ten percent (10%) for general supervision. No multiple mark-up on unclassified Work shall exceed twenty-five percent (25%).

Each day on which Unclassified Work is being done, the Contractor shall submit to the Engineers a statement in triplicate of the man-hours, equipment rental hours and materials used. Each copy shall be signed by the Engineers; one copy shall be returned to the Contractor, the second copy will be the Engineers' field copy, and the third copy used in calculating the actual costs of the unclassified Work and attached to the Work Order.

The Performance Bond shall be extended to cover unclassified Work. The Maintenance / Warranty period shall apply to this Work.

ARTICLE 47 - Inspection of Work

- a) General

The Contractor shall allow the Engineers access and provide adequate facilities for access to any part of the Works at all times.

If the specifications, Engineers' instructions, laws, ordinances, or any public authority requires any Work to be specially tested or approved, the Contractor shall give the Engineers advance notice of his preparedness for such inspections, and if the inspection is by an authority other than the Engineers, of the date fixed for such inspection.

The Engineers shall inspect the Work promptly and without causing unreasonable delay to the Contractor. Extra payment will not be made to Contractor for delay occasion by any inspection, and extension of completion time will not be allowed for delay resulting therefrom.

b) Construction Contracts

On request by the Engineers, the Contractor shall open for inspection any part of the Work that has been covered up. If the Contractor refuses to comply with such a request, the Owner may employ other persons to uncover the Work.

If the Work is found to be in accordance with the Contract requirements, then the cost of uncovering and recovering the Work shall be borne by the Owner. If any of the Work was uncovered by the Contractor in contravention of the Engineers' instructions, or if the uncovered Work is found not to be in accordance with the Contract requirements, then the cost of uncovering the Work shall be charged to the Contractor.

The acceptance, or the lack of comment on the part of the Engineers, of methods of construction employed by the Contractor shall not relieve the Contractor of any responsibility of any errors therein and shall not be regarded as an acceptance of responsibility for the Work done by the Contractor.

CCC and FAC inspections shall be scheduled by the Engineers and the Contractor at a mutually agreed date, time, and place.

Immediately prior to CCC and FAC inspections, the Contractor shall clean the site as per Article 32 of these General Specifications.

Immediately prior to CCC and FAC inspections, the Contractor shall inspect the Work and satisfy himself that all aspects of the Work are in good working order, subject to ascertaining repair status with the Engineers by means of the inspection itself, what the Contractor would consider as questionable repairs. Failure to do so may result in immediate suspension of the inspection.

ARTICLE 48 - Progress Payment and Certificates

The Engineers will estimate all progress payments and prepare certificates recommending payment by the Owner. Where unit prices apply, payment will be calculated on the basis of the unit prices and the units of Work completed as determined by the Engineers. Where a lump sum price applies, payment will be calculated on the basis of the Engineers' estimated percentage of Work completed.

Ninety percent (90%) as per the Builders' Lien Act or ninety percent (90%) as per the Public Works Act of the value of Work, including Extra Work and less Deductions Certified by the Engineers, up to and including the 25th. day of the month in which the Work is being prosecuted, less the aggregate of previous payments, will, with the exception of the Final Progress Payment which will be paid in accordance with the Article pertaining to Final Progress Payment of these General Specifications, become due and be payable by the Owner to the Contractor on or about the thirtieth (30th) day of the subsequent month. The Owner will retain the balance of the value of the Work done in compliance with the requirements of the Builders' Lien Act or the Public Works Act, depending upon which Act is stipulated in the Special Provisions.

The monthly estimates shall not bind the Owner in any manner in the preparation of the final estimate of the Work done, but shall be construed and held to be approximate only, and shall in no case be taken as an acceptance of the Work or as a release of the Contractor from his responsibility therefore.

ARTICLE 49 - Payment Withheld

The Owner may withhold or nullify the whole or part of any progress payment to the extent necessary to protect itself from loss on account of one (1) or more of the following:

- a) That the Contractor is not making satisfactory progress in the opinion of the Engineers.
- b) That defective Work is not being remedied at all, or in the alternative, in a manner satisfactory to the Engineers. The Owner shall be entitled to retain from the payment a sum equal to two (2) times the value of any defective work, which value shall be determined by the Engineers.
- c) That there exists unsatisfied claims for damages caused by the Contractor to anyone employed on the site or in connection with the Work.
- d) That lawful affidavit(s) of claim of lien exist as per current Builders' Lien Act of Alberta, if applicable.
- e) That lawful letter(s) of claim exist as per the current Public Works Act of Alberta, if applicable.

ARTICLE 50 - Release of Holdback

Release of Holdback shall be as per the following Acts, which so ever is specified in the Special Provisions as applicable to the contract.

a) Builders' Lien Act

- i) Pursuant to the provisions of the Builders' Lien Act, if the Contractor or a Sub Contractor issues a Certificate of Substantial Performance relating to his Contract or Sub-contract, a major lien fund shall be thereby created as at the date of such certificate.
- ii) Upon the issuance of a Certificate of Substantial Performance the Engineers shall within ten (10) days of his receipt of such certificate, determine whether the Work of the Contractor or Sub-contractor has in fact been substantially performed.
- iii) If the Engineers determine that the Work of the Contractor or Sub-Contractor has in fact been substantially performed to their satisfaction, they shall recommend that the Owner make payment of the holdback existing as at the date of the issuance of the Certificate of Substantial Performance, in so far as that holdback relates to the Work done by the Contractor or Sub-contractor as the case may be, and as stipulated in the time frame iv).
- iv) Forty-six (46) days after the date of the issuance of the Certificate of Substantial Performance, the Owner will pay the holdback existing as at the date of the issuance of the Certificate of Substantial Performance as that relates to the Work of the Contractor or Sub-contractor as the case may be.

b) Public Works Act

- i) Ninety one (91) days after the date of the issuance of the Initial Construction Completion and Acceptance Certificate (CCC), the Owner will pay the holdback existing as at the date of the issuance of the CCC that relates to the Work of the Contractor.

For Work completed under either Act, release of holdback payment will be made only if:

- the Engineers have recommended such payment; and
- no liens, claims of lien, or claims as applicable to the Public Works Act or the Builders' Lien Act, are filed or registered against the lands or premises on which the Works are being done; and
- the Contractor or Sub-contractor as the case may be has filed with the Engineers a Certificate from Workers' Compensation Board certifying that all assessments due from the Contractor or Sub-Contractor as at the date of the Substantial Performance Certificate or the Initial Construction Completion and Acceptance Certificate (CCC), as per the applicable Act, have been paid; and
- the Contractor or Sub-contractor as the case may be has filed a Statutory Declaration with the Engineers declaring that all claims for the supply of materials and labour or other claims arising directly or indirectly on account of the Works have been fully paid. In the case of the Builders Lien Act, such declaration shall be made after issuance of the Substantial Performance Certificate but prior to request for payment.

Any payment made by the Owner pursuant to this Article shall be received by the Contractor or Sub-contractor as the case may be in trust for the persons who provided work or furnished materials to the Contractor or Sub-contractor, to the extent that the Contractor or Sub-contractor owes money to such persons, all in accordance with Section 16.1 of the Builders' Lien Act and the applicable Section(s) in the Public Works Act, which ever is applicable.

ARTICLE 51 - Removal of Liens and/or Claims

The Contractor shall, prior to requesting release of holdback, remove at his own expense all affidavits of claim of lien, or Letters of Claim filed or registered against the lands, premises, or project upon which the Work is done or is being done, or reasonable evidence of the probable filing of such Letters of Claim or affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien);

and the Contractor shall indemnify and save harmless the Owner from liability arising out of any such actions.

ARTICLE 52 – Initial Construction Completion and Acceptance of the Work

On completion of construction, all portions of the Work shall be pre-inspected carefully by the Contractor who shall satisfy himself that every item has been completed, and that the whole Works are in a clean and tidy condition, and ready in all respects for Acceptance by the Owner. The Contractor shall then, by writing to the Engineers and completing a Construction Inspection Request form, or a similar document, request a completion inspection of the Works.

Subsequent to the inspection and on receipt of a written recommendation from the Engineers, the Owner, subject to its acceptance of this recommendation and provided the Contractor has complied with all the provisions of the Contract, shall issue the Initial Construction Completion and Acceptance Certificate (CCC). Such recommendation will only be made by the Engineers following:

- a) A full and detailed inspection of the Work has been undertaken and documented by the Engineers.
- b) A written statement from the Contractor has been received by the Engineers, detailing the nature and estimating the dollar value of any and all claims and demands of the Contractor for Extra Work, quantity adjustment, unit rate application, or otherwise in connection with payments to be received from the Owner.

Should the Contractor determine that no such claims or demands exist, he is nonetheless obligated to so advise the Engineers by a written statement stating the same. Failure to submit either statement will suspend the issuance of the CCC.

If the Contractor considers that all the deficiencies are minor, and the Contractor believes that he cannot rectify all the deficiencies promptly for reasons beyond his control other than for reasons of inclement weather and / or season shutdown, he may in writing request a conditional acceptance of the Works at the Initial Construction Completion level. Such a request must state a time frame / date by which deficiencies shall be totally completed and such request shall be submitted to the Engineers, but shall not be considered by the Engineers until the statement referred to in b) above has been submitted. Subject thereto, the Engineers will consider the request, and will make such recommendation thereon to the Owner as he shall in his absolute discretion think fit.

The Owner will consider the Engineers' recommendation and will decide in its absolute discretion how far, if at all, and on what terms to accede to the Contractor's request. Without limiting the generality of the foregoing, the Owner will require assurance that acceding to such request will not prejudice its rights under any applicable lien legislation or bonds.

Under the Municipal Government Act and for City of Grande Prairie Contracts only, within fifteen (15) days of the issuance of the Initial Construction Completion and Acceptance Certificate (CCC), the Engineers shall prepare a public advertisement as required by Section 137 of the Municipal Government Act, and place such advertisement in a local newspaper within thirty (30) days of the same date of issuance of the CCC.

The advertisement shall include:

- brief description of the project/work,
- quote the applicable section,
- provide the address and attendee to whom any claim may be sent
- provide the last date which a claim may be filed,
- date the publication, and
- date the advertisement

ARTICLE 53 - Final Progress Payment

The Final Progress Payment will represent the total payment due to the Contractor for the completed Work. The Final Progress Payment Certificate will be prepared and recommended for payment by the Engineers following:

- a) A written statement from the Contractor to the Engineers stipulating his agreement to all quantities and all claims or demands for Extra Work, quantity adjustment, unit rate application, or otherwise in connection with payments to be received from the Owner.

The final progress payment will be made by the Owner within thirty (30) days following the date of receipt of the written statement by the Engineers. No holdback will be retained if the holdback retention period has expired and the required holdback release documentation has been received.

The final progress payment certificate may be suspended for the following reasons:

Latest Release: Feb. 8, 2010

Latest Revision: Feb. 8, 2010 – Long Form

Proposal to Supply, Install, Host, and Implement an AVL System - 2010

- b) Failure of the Contractor to submit such statement as required in a) within Sixty (60) calendar days of the Initial Construction Completion and Acceptance Certificate (CCC), will be deemed as acceptance of the authenticity and correctness of all payments and all payments shall be deemed as final. However, the Final Progress Payment will be suspended until the Contractor intentions are known as per c).
- c) In the event the Contractor fails to appropriately communicate with the Engineers in writing, or still disagrees with the payment or payments after due negotiation with the Engineers, and upon expiration of the Sixty (60) day period as per b), the Contractor must state his intentions in writing within Seven (7) calendar days and by Registered Mail.

Failure to do so will result in revocation of the Initial Construction Completion and Acceptance Certificate (CCC). Pending the Contractor's disclosure, the Owner may continue to suspend the payment.

ARTICLE 54 - Final Acceptance of the Work

Sufficiently prior to expiration of the Maintenance / Warranty period, all portions of the Work shall be pre-inspected carefully by the Contractor who shall satisfy himself that the whole Works are in a clean and tidy condition, and ready in all respects for Acceptance by the Owner. The Contractor shall then, by writing to the Engineers and completing a Construction Inspection Request form or similar documentation, request a final completion inspection of the Works.

On receipt of a written recommendation from the Engineers, the Owner, subject to its acceptance of this recommendation and provided the Contractor has complied with all the provisions of the Contract, will issue the Final Construction Completion and Acceptance Certificate (FAC) within 14 days after expiration of the Maintenance / Warranty period.

Such recommendation will only be made by the Engineers following the completion inspection of the Works.

Record drawings, if applicable and still not received as per Article 34, must be provided prior to the issuance of the Final Construction Completion and Acceptance Certificate (FAC), otherwise the FAC will not be issued.

No Certificate other than the Final Construction Completion and Acceptance Certificate (FAC) shall be deemed to constitute acceptance of any Work or any other matter in respect of which it is issued or be taken as an acceptance of the due performance of the Contract or of any part thereof, or the accuracy of any claim or demand by the Contractor or of additional or varied Work having been ordered by the Owner nor shall any other Certificate conclude or prejudice any of the powers of the Engineers.

ARTICLE 55 - Arbitration

In the case of any dispute between the Owner and the Contractor or any questionable decision of the Engineers subject to Arbitration, during the progress of the Work or in no event after final payment has been made and accepted, either party hereto shall be entitled to give to the other notice of such dispute and to demand Arbitration thereof. Such notice shall be in writing and shall specify the matter to be submitted to Arbitration, and in it said party shall name a person to act as Arbitrator; thereupon within ten (10) days after receipt of such notice, the other party by written notice shall choose a name of second Arbitrator; the two (2) Arbitrators so chosen shall forthwith jointly select a third Arbitrator, giving written notice to both parties of the choice so made, and fixing a place and time for meeting not later than thirty (30) days thereof, at which both parties may appear and be heard, touching such controversy relating to the matters aforesaid. In the case the two (2) Arbitrators shall fail to agree upon a third Arbitrator, or in case the party notified of the demand for Arbitration shall fail to name the second Arbitrator within the time stipulated, such third Arbitrator, or such second and third Arbitrators as the case may be, upon application of either party, of which the other shall be given notice shall be named pursuant to the statutes of the Province of Alberta. The parties may agree to submit the matter to one (1) Arbitrator, whose award shall be as binding as that of the three (3) Arbitrators.

The submission and arbitration proceedings shall be under the provisions of the Arbitration Act of the Province of Alberta. The decision of the said Arbitrator(s) shall be made in writing within thirty (30) days after the completion of hearings thereon, and signed by a majority of them.

Arbitration proceedings shall not take place until after the completion or alleged completion of the Work except:

- a) on a question of Certificate for Payment;
- or
- b) in the case where either party claims that the matter in dispute is of such nature as to make immediate Arbitration proceedings necessary while the evidence is available.

The Arbitrator(s) in their decisions shall determine which party shall bear all or a portion of the cost and expenses of the Arbitration including the fees of the Arbitrator(s) and the said Arbitrator(s) may in such decision allocate such costs and expenses between the parties in such amounts as they deem fair and equitable by reason of such decision.

ARTICLE 56 - FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

As applicable to Municipalities.

All documents submitted to the County are subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*. While this *Act* allows persons a right of access to records in the County's custody or control, it also prohibits the County from disclosing the Engineers' or Contractor's personal or business information where disclosure would be harmful to the Engineers' or Contractor's business interests or would be an unreasonable invasion of the Engineers' or Contractor's personal privacy as defined in **Sections 15 and 16** of the *Act*. The Engineers or the Contractor is encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure.

The purpose for collecting the personal information required to be provided in their offer request is to enable the County to ensure the accuracy and reliability of the proposal or contract, and to enable the County to evaluate the Engineers' or Contractor's response to a request for services and for other related program purposes of the County.

The Engineers or Contractor may contact the County's **Corporate Records and Information Administrator** at 10001 – 84 Ave., Clairmont, AB if they have any questions about the collection of information pursuant to this service request.

The records stipulated in this service request as being required to be maintained by the Engineers or Contractor may be subject to the protection and access provisions of the *Freedom of Information and Protection of Privacy Act*. Should the County receive a request for any of these records that are in the Engineers' or Contractor's custody it would be the Engineers' or Contractor's responsibility to provide such records, at their expense, to the County's Purchasing Administrator within seven (7) calendar days from official notification by the Purchasing Administrator.

The *Freedom of Information and Protection of Privacy Act* requires the protection of the privacy of individuals whose information may be involved with meeting Agreement or Contract requirements. In accordance with the standards established by the requirements of **Part 2** of the *Act*, the County will be required to protect the confidentiality and privacy of each individual's personal information, accessible to the County or collected pursuant to this service request or Agreement or Contract.

ARTICLE 57 - CERTIFICATE OF RECOGNITION (C.O.R.)

The Engineers and the Contractor are encouraged to register in a Certificate of Recognition (C.O.R.) Program under the Alberta Construction Safety Association appropriate to their industry as an Active member or an Associate member.

The Prime Contractor, to qualify for work values of \$ 50,000.00 or more, shall provide a Certificate of Recognition identifying him as an active member of the Alberta Construction Safety Association.

A subcontractor, to qualify for work values of \$ 25,000.00 or more, shall provide a Certificate of Recognition identifying him as an active member of the Alberta Construction Safety Association.

Contractor's and/or subcontractors not complying with this Article, will not be accepted as qualified to compete on County Work or Work on County administered projects.

ARTICLE 58 – OWNERS RIGHT TO SUSPEND BUSINESS RELATIONS

The Owner may at solely his discretion, suspend business relations for a period of not more than Five (5) years during and/or after completion of legal proceedings, with a Contractor or Subcontractor who is involved in legal action against the Owner. The privilege of directly or indirectly offering to the Owners work, and the opportunity to subcontract the Owners work, will be suspended by the Owner for this time frame.

ARTICLE 59 – AWARD BASIS

Award shall be upon the basis of the lowest dollar value Offer meeting the Specification(s), Evaluation(s), and Supply or Installation Schedule(s). The Owner's Earliest Date(s) and Completion Date(s), as given in the Schedule(s), constitute part and parcel of the Schedule(s).

An Award may be withheld on the basis of an Offeror's propensity for frivolous litigation or other forms of dispute, or an Offeror's negative history related to resolving disputes.

In no circumstances shall the Owner be required to disclose to the Offeror(s) the Owners reasoning or explanation behind its decision to either award a Contract or to reject any one or all Offers.

ARTICLE 60 – CONSTRUCTION INSTALLTION SCHEDULE

Wherein the Offeror is required to complete an Installation Schedule, such Schedule located immediately behind the Schedule of Quantities in the Offer documents, such Schedule is to be completed by means of a wide solid horizontal bar with Start Date printed at the beginning of the bar and Completion Date printed at the end of the bar.

Such Installation Schedule has set parameters of acceptability, set by the Owner, and showing the Owner's desired date of completion as the Target Completion Date and the Owner's latest acceptable construction date as Latest Completion Date. Site Rental, if applicable, may also be shown on this Schedule. All attempts should be made to comply with the Target Completion Date, however the *Contract Completion Date shall be the last date shown by the wide horizontal bar on the Offeror's Supply Schedule* as submitted by the successful Offeror. The Term of the Contract in the Agreement will be set based on the Offeror's Latest Completion Date plus the length of the Maintenance / Warranty Period. Date(s) provided for by the Offeror and submitted on the Installation Schedule and forming part of the Offer package, will be used in evaluating the offers received. Deviation beyond the Owner's Target Completion Date and/or the Owner's Latest Completion Date, will be factored into the award considerations. Failure to submit a properly completed Schedule such that the Start Date and the Completion Date is easily readable, may result in disqualification of the Offer.

No Work will be allowed to commence work prior to the Earliest Start Date unless approved otherwise by the Owner, such restriction being necessary to allow the Owner to undertake pre-construction activities.

ARTICLE 61 – GOODS SUPPLY SCHEDULE

Wherein the Offeror is required to complete a Supply Schedule, such Schedule located immediately behind the Schedule of Quantities in the Offer documents, such Supply Schedule is to be completed by a wide solid horizontal bar with Start Date printed at the beginning of the bar and Completion Date printed at the end of the bar. The formation of such Schedule accepts that Goods may be delivered in "stages" or "instalments".

Such Supply Schedule has set parameters of acceptability, set by the Owner, and showing the Owner's desired date of completion as the Target Completion Date and the Owner's latest acceptable delivery date as Latest Completion Date. All attempts should be made to comply with the Target Completion Date, however the *Contract Completion Date shall be the last date shown by the wide horizontal bar on the Offeror's Supply Schedule* as submitted by the successful Offeror, and that Date shall set the Term of the Contract in the Agreement. Date(s) provided by the Offeror and submitted on the Supply Schedule and forming part of the Offer package, will be used in evaluating the offers received. Deviation beyond the Owner's Target Completion Date and/or the Owner's Latest Completion Date, will be factored into the award considerations. Failure to submit a properly completed Schedule such that the Start Date and the Completion Date is easily readable, may result in disqualification of the Offer.

No Work will be allowed to commence prior to the Earliest Start Date unless approved otherwise by the Owner, such restriction being necessary to allow the Owner to undertake pre-supply activities.

ARTICLE 62 – HISTORICAL RESOURCES

Pursuant to Section 27 of the Historical Resources Act, should any palaeontology or historical resources be discovered during the conduct of construction activities, the Engineer / Engineers are to be informed immediately. Pursuant to information from the appropriate Government governing body, it may be necessary for the Engineer / Engineers to issue further instructions regarding the documentation of these resources, including possible relocation or rescheduling of the Work.

ARTICLE 63 – CLAIM DAMAGES

An Offeror, by submitting an Offer, agrees that it will not claim damages in any court proceeding or other dispute resolution forum in respect of any aspect of the Offer process, including but not limited to representations made or purported to be made at any time before, during or after the Offer process and anything arising during the contract negotiation phase, if such negotiation phase is applicable, in excess of an amount equivalent to the reasonable costs incurred by the Offeror in preparing its Offer, and each Offeror, by submitting an Offer, specifically waives any claim for loss of profits if no agreement is entered into with the Offeror.