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## **REQUEST FOR TENDERS**

### **RESIDENTIAL WATER CONNECTION INSTALLATION AND OTHER WORK IN THE HAMLET OF BROWVALE**

**RFT: MDP202404**

**RFT Closing**

**Wednesday, August 7<sup>th</sup>, 2024**

**2:00 P.M. MST (Mountain Standard Time)**

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## 1. DEFINITIONS

- 1.1 “Contract” shall refer to the contract signed with the successful tenderer.
- 1.2 “Contractor” shall refer to the company that submits the successful tender.
- 1.3 “MD” shall refer to the Municipal District of Peace No. 135.
- 1.4 “Prime Contractor” shall be as described in section 10(1) of the Occupational Health and Safety Act, SA 2020, c O-2.2.
- 1.5 “Tender” is a formal written document used to solicit bids from potential contractors and shall refer to this document.
- 1.6 “Tenderer” refers to the organizations that make formal written offers to carry out the work described in this tender document.

## 2. GENERAL TERMS & CONDITIONS

- 2.1 Tenderer(s) acknowledge and agree that the MD does not have an obligation to provide a response to any written inquiry and that it is in the sole and unfettered discretion of the MD to provide any written response to a written inquiry.
- 2.2 Submission of a tender by a Tenderer gives the MD the right to require the Tenderer to execute the contract to perform the Work as set out within the tender documents. Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the MD for a period of thirty (30) days following the end of the day of the Tender Closing. The Successful Tenderer will be notified in writing of the award of the Tender.
- 2.3 The MD reserves the right to accept or reject any or all tenders and to waive irregularities and informalities at its discretion. The MD reserves the right to accept a tender other than the lowest tender without stating reasons. By the act of submitting its bid, the Tenderer waives any right to contest in any legal proceeding or action the right of the MD to award the work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons the MD deems appropriate.
- 2.4 Without limiting the generality of the foregoing, the MD may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision including but not limiting to the following:
  - a) Previous experience the municipality has with the Tenderer.
  - b) Experience that the Tenderer has in successfully completing similar projects.
  - c) Proposed equipment and labour.
- 2.5 The MD reserves the right to terminate this contract if the contractor fails to provide specified product or fails to meet time deadlines.
- 2.6 The Contractor shall indemnify and hold the MD harmless with respects to all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing the services to the MD with respect to the agreement.

- 2.7 The MD shall not be liable or responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the Contractor, its employees, or agents, in the performance of any agreement.
- 2.8 The Contractor is solely responsible for all Work under this Contract and is the Prime Contractor. The Contractor is also responsible for administration of safety procedures and the subdivision of the Work to his Subcontractors. All disputes as to scope of work to be carried out by the various Subcontractors shall be the responsibility of the Contractor so that all work is to be carried out to the satisfaction of the MD.
- 2.9 Without in any way limiting the liability of the Contractor under this Contract, the Contractor shall obtain and maintain in force the during the term the following insurance, all satisfactory and submitted in writing to the MD, acting reasonably:
- least \$5,000,000.00 (five million dollars) inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
  - A comprehensive general liability insurance policy providing coverage of at least \$5,000,000.00 (five million dollars) inclusive and in respect to or death of any one or more persons or damage to or destruction of property. Coverage to include:
    - Standard automobile, bodily injury and property damage insurance providing coverage of at
    - Broad form property damage and endorsement; and
    - Environmental liability.
  - Employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than \$1,000,000.00 (one million dollars) per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Contractor; and
  - The Contractor shall be responsible for providing insurance against loss or damage of his equipment.
- 2.10 The Cost of all insurance required to be held by the Contractor as set forth herein shall be borne by the Contractor.
- 2.11 The Contractor hereby agrees to indemnify and save harmless the MD, its agents and/or its employees, from and against all actions, suits, claims or demands arising from work described herein.
- 2.12 Any agreement resulting from this RFT is governed and interpreted in accordance with the laws of the Province of Alberta.

- 2.13 The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, (“AIT”) and the New West Partnership Trade Agreement (NWPTA) apply to this Tender.

### 3. SUBMISSION INSTRUCTIONS

- 3.1 Submissions will be accepted digitally in pdf format by email to [cao@mdpeace.com](mailto:cao@mdpeace.com) or in hard copy, by mail or in person. Tenders must be submitted by **2:00 pm** Mountain Standard Time **Wednesday August 7<sup>th</sup>, 2024**.
- 3.2 The package or email must be clearly marked:  
**RESIDENTIAL WATER CONNECTION INSTALLATION AND OTHER WORK 2024** and include the Tenderer’s name and address. Attention to:  
  
Margaret McClarty, CAO  
Municipal District of Peace No.135  
5240 - 52 Ave, PO Box 34  
Berwyn, AB T0H 0E0  
Email: [cao@mdpeace.com](mailto:cao@mdpeace.com)  
Phone: (780) 338-3845
- 3.3 All inquiries related to this RFT should be directed by email only prior to the deadline to [cao@mdpeace.com](mailto:cao@mdpeace.com). Inquiries and responses may be recorded and distributed to all proponents at the discretion of The MD.
- 3.4 Tenders may be revised by written amendment, delivered in a sealed envelope or via email, at any time prior to deadline.
- 3.5 Tender packages will be made available upon request and will be delivered via electronic means, regular mail or can be picked up at the MD office.

### 4. SAFETY PRE-QUALIFICATION

- 4.1 Contracts will only be awarded to Tenderers who, prior to the time fixed for receiving tenders, possess a Certificate of Recognition (COR) or Small Employer Certificate of Recognition (SECOR).
- 4.2 For Tenderers who have not obtained a Certificate of Recognition, a valid Temporary Letter of Certification (TLC) issued by the Alberta Construction Safety Association (ACSA) will be considered acceptable.
- 4.3 Confirmation that the Tenderer possess a COR/SECOR or a valid TLC will be obtained through the Alberta Construction Safety Association.

## 5. WORKS TO BE UNDERTAKEN

- 5.1. Includes the replacement of water services. Water service replacements include main saddle, main stop, water line up to the curb stop and the curb stop/box and rod. The intent is to pull the service whenever possible and limit trenching to only when necessary. The excavations are to be bedded with sand to one foot above the service line. The remainder of the excavation will be filled with excavated material, unless otherwise directed by the MD Representative, with appropriate compaction effort to achieve 98% Standard Proctor density and the area will be finished to the satisfaction of the MD Representative assigned to the project. Any sewer line exposed will be checked for grade and repaired as necessary. Cutting of pavement and concrete curbs may be required. Repairs to pavement and curbs will be completed by the MD separate from this work.
- 5.2. The delivery and work on this project will meet or exceed the requirements of the Plumbing Code of Canada 2010 and all other applicable codes and regulations. The Contractor will be responsible for any repair/replacement due to improper installation for a period of 12 months from the time of project completion.
- 5.3. The MD is responsible for communication with the public at all phases of the project and will notify the residents that the work is to proceed by mail in advance of the project. The Contractor is to politely direct any requests for information to the MD Representative. The Contractor is responsible to notify residents of any water service interruptions.
- 5.4. The Contractor is responsible for arranging utility locates as required to complete the work and to safeguard all located utilities against damage.
- 5.5. The MD will provide the required hardware and materials to complete the installations. The Contractor will be responsible to collect these from the Brownvale Reservoir and to schedule this collection with the MD Representative. Any unused hardware, materials and salvage materials and hardware are to be returned to the Brownvale Reservoir.
- 5.6. Traffic accommodation will be provided by the Contractor.
- 5.7. The Contractor shall supply rates, make, model and year for each type of equipment likely required for the completion of the work. The Contractor shall supply rates, position, name and a brief resume for skilled labour and rates for unskilled labour. The rates shall be inclusive of all cost to have the equipment and personnel onsite and no mobilization to the project will be paid. Travel between sites will be paid at the applicable rates.
- 5.8. Project commencement date to be negotiated between both parties.
- 5.9. The Contractor will be responsible to provide all labour, tools, equipment, and incidentals necessary to complete the work by October 31<sup>st</sup>, 2024.

- 5.10 A proposed schedule to complete the work on time is required of the successful Tenderer. Start date to be no sooner than August 15th, 2024 and, weather permitting, to be completed within 4 weeks. The Work must be finished on or before October 31st, 2024.
- 5.11 Failure to complete project within specified time frame will be considered breach of contract.
- 5.12 The scope of work may change as work progresses with consideration of timelines and budgetary requirements. Any changes are at the discretion of the MD Representative.
- 5.13 The work must not commence until after 8:00 a.m. each day and must conclude for the day before 6:00 p.m.. No work is to occur on Sundays.

## 6. LOCATIONS OF WORK

- 6.1 The work is to be performed within the Hamlet of Brownvale.

## 7. UNIT PRICE AND INCLUDED INFORMATION

The quote must contain the following information:

- 1) Prices for: Hourly rate for each type of Skilled/Unskilled Labour and Equipment.
- 2) Rate, Make and Model of each type of equipment
- 3) Names and brief resume for skilled labourers
- 4) 2 references from municipalities for which the proponent has recently performed similar services.

## 9. SCHEDULE

### SCHEDULE

**Proposed Start Date:** \_\_\_\_\_

**Proposed End Date:** \_\_\_\_\_

10. CONTRACT

MUNICIPAL DISTRICT OF PEACE NO. 135  
RESIDENTIAL WATER CONNECTION INSTALLATION AND OTHER WORK IN THE HAMLET OF  
BROWNVALE 2024

THIS Agreement made this \_\_\_\_ day of August, 2024

BETWEEN:

**Municipal District of Peace No. 135**  
PO Box 34, Berwyn, AB T0H 0E0 in the Province of Alberta  
(hereinafter called “the MD” of the first part)

-and-

Contractor Name  
Company Address  
(hereinafter called “the Contractor” of the second part)

WITNESSED that for and in consideration of the covenants and agreements on the part of the MD, hereinafter contained and the unit prices as set forth in the “Unit Price Schedule” the Contractor for himself, his executors, administrators and assigns, covenants and agrees with the MD to do, furnish and perform the works, materials, matters, and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the following work or works, namely:

RESIDENTIAL WATER CONNECTION INSTALLATION AND OTHER WORK IN THE HAMLET OF  
BROWNVALE AS SET FORTH IN THIS DOCUMENT

IT is mutually agreed that the Terms and Conditions, herein designated and referred to in the tender documents are hereby made and shall be considered part of this Agreement the same as if therein fully set forth.

IN CONSIDERATION WHEREOF, and upon the Contractor fully completing and executing in every particular the Work herein contracted for within the time hereinbefore set out, and upon the said Contractor satisfying the said MD that all just claims for labor and materials and for damages in connection with the Work have been paid, the said MD covenants, promises and agrees to pay unto and to the said Contractor for the actual amount of work done and materials in place at the unit prices stated in the “Unit Price Schedule”.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal on the day and year herein mentioned, and these presents have been signed and sealed by Municipal District of Peace No. 135.



ON BEHALF OF THE CONTRACTOR  
SIGNED, SEALED (OR WITNESSED)

\_\_\_\_\_  
Contractor: Print Name

\_\_\_\_\_  
Contractor: Signature

\_\_\_\_\_  
Witness: Print Name

\_\_\_\_\_  
Witness Signature

ON BEHALF OF THE MUNICIPAL DISTRICT OF PEACE NO. 135  
SIGNED AND SEALED BY

\_\_\_\_\_  
Margaret McClarty, Chief Administrative Officer