



## **Request for Proposal RFP18-LPD-002**

### **Design and Build for the Eagle Point Golf Course Expansion**

**Closing Date & Time:**

Two (2) printed and bound hard copies of response in Word or PDF format  
MUST be received by 4:30 p.m. MDT on September 11<sup>th</sup>, 2018.

**Closing Location:**

2077 Mistassiniy Road North  
PO Box 60  
Wabasca, AB T0G 2K0

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## Part 1 – General Information

### 1.1 REQUEST FOR PROPOSALS

The Municipal District of Opportunity No. 17 (MDO) is seeking quotes for the design and build of the back nine of the Eagle Point Golf Course in Wabasca, Alberta.

The Municipal District of Opportunity No. 17 is a rural municipality of 3200 people adjacent to the South-Western border of the Regional Municipality of Wood Buffalo. It contains four hamlets, three community leases, and is the traditional territory of Bigstone Cree Nation. The golf course is located in the Hamlet of Wabasca, off Highway 813 approximately three hours north of Edmonton. Wabasca is a mix of rural-residential and industrial with a blossoming downtown area. The golf course is located in the north end and has beautiful views of North Wabasca Lake.

The Municipal District of Opportunity No. 17 is requesting proposals from qualified, licensed, and professional contractors to prepare and submit a design-build package for the Eagle Point Golf Course Expansion located in Wabasca. The successful contractor will be responsible for the preliminary and detailed design, construction, and provision of project management services during and post-construction.

#### ISSUE DATE:

**CLOSING DATE AND TIME:** Two (2) printed and bound hardcopies of proposal **must** be received by **4:30 p.m. MDT on September 11<sup>th</sup>, 2018**

**CLOSING LOCATION:** 2077 Mistassiniy Road North  
PO Box 60  
Wabasca, AB T0G 2K0

**CONTRACT:** The anticipated award of this assignment will be **September 12<sup>th</sup>, 2018**. The expected completion date for all work is **September 1<sup>st</sup>, 2019**, including submission of record drawings.

This Request for Proposal does not commit the MDO to award a contract or pay any costs incurred in the preparation and presentation of a proposal, for interviews, demonstrations, or attendance to a meeting with MDO staff.

### 1.2 TENDER CONTACT

1.2.1 For the purposes of this procurement process, please refer all technical and proposal inquiries to Mr. Chad Tullis, Manager of Lands, Planning & Development by email at [chad@mdopportunity.ab.ca](mailto:chad@mdopportunity.ab.ca) or phone (780) 891-3778, hereinafter called "RFP Contact".

1.2.2 Unless otherwise indicated, bidders and their representatives are not permitted to contact any employees, officers, agents, elected officials, or other representatives of the MDO, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder's bid.

### 1.3. TYPE OF CONTRACT FOR DELIVERABLES

1.3.1 The selected bidder will be required to enter into an agreement with the MDO for the provision of the Deliverables in the form attached as Appendix A to the RFP (the

“Agreement”) and/or a purchase order. The term of the Agreement is to be for a period of the duration of time required to complete the work.

1.3.2 The agreement/contract used shall be standard CCDC 14 document, supplied by the Proponent, subject to reasonable amendments and revisions required by the MDO.

1.3.3 The MDO may, prior to or after award, negotiate changes to the scope of work, the specifications, the terms of the contract or any conditions with one or more of the proponents without having any duty or obligation to advise any other proponent or to allow them to vary their proposal as a result of such changes and the Municipality shall have no liability to any other proponent as a result of such negotiations or modifications.

#### 1.4 PROJECT TIMETABLE

1.4.1 The process to complete the project is expected to take five months, inclusive of the tendering process

1.4.2 The project timetable is as follows:

Site Tour	1:00 p.m. August 20 <sup>th</sup> , 2018
Deadline for Questions	September 3 <sup>rd</sup> , 2018
<b>Submission Deadline</b>	<b>September 11<sup>th</sup>, 2018</b>
Preliminary Evaluation Completed	September 12 <sup>th</sup> , 2018
<b>Award of Contract</b>	<b>September, 12<sup>th</sup>, 2018</b>
Project Initiation	October 2018
Phase 1 – Design	October – December 2018
Phase 2 - Construction	May – September 2019

The RFP timetable is tentative only, and may be changed by the MDO at any time.

#### 1.5. SITE TOUR

1.5.1 It is a requirement that all firms submitting a Tender be familiar with all areas and aspects of the Eagle Point Golf Course.

1.5.2 An optional site meeting/walkthrough of the Golf Course will commence at the Eagle Point Golf Course Club House (2600 Eagle Ridge Road) at 1:00 p.m. on August 20<sup>th</sup>, 2018. It is important to note the above date and times as it may be the only opportunity provided to Bidders to familiarize themselves with the facility and requirements.

**-End of Part 1-**

## Part 2 – Standard Terms and Conditions of the Tender Process

### General Information and Instructions

#### 2.1. RFP INCORPORATED INTO TENDER

2.1.1 All of the provisions of this RFP are deemed to be accepted by each Bidder and incorporated into each Bidder's Tender. A Bidder who submits conditions, options, variations, or contingent statements inconsistent with the terms set out in this RFP, including the terms of the Agreement in Appendix A, either as part of its Tender or after receiving notice of selection, may be disqualified. If a Bidder is not disqualified despite such changes or qualifications, the provisions of this RFP, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the Tender.

#### 2.2. BIDDERS TO FOLLOW INSTRUCTIONS

2.2.1 Bidders should structure their Tenders in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Tender should reference the applicable section numbers of this RFP.

#### 2.3. TENDERS IN ENGLISH

2.3.1 All Tenders are to be in English only.

#### 2.4. REFERENCES AND PAST PERFORMANCE

2.4.1 The MDO reserves the right to conduct a past performance evaluation of the submitted Tenders prior to award. If any of the Bidder(s) past performance is deemed unsatisfactory in the sole and unfettered discretion of the MDO, the Bidder(s) will be deemed non-responsible and disqualified.

2.4.2 In the evaluation process, the MDO may include information provided by the Bidder's references and may also consider the Bidder's past performance or conduct on previous contracts with the MDO or other institutions.

#### 2.5. INFORMATION IN TENDER ONLY AN ESTIMATE

2.5.1 The MDO and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to Bidders the general scale and scope of the Deliverables. It is the Bidder's responsibility to obtain all the information necessary to prepare a Tender in response to this RFP.

#### 2.6. BIDDERS TO BEAR THEIR OWN COSTS

2.6.1 The Bidder shall bear all costs associated with or incurred in the preparation and presentation of its Tender, including, if applicable, costs incurred for interviews, demonstrations, or site visits.

2.6.2 If the MDO elects to reject all Tenders, at whatever stage of the RFP acquisition process, including negotiations intended to result in RFP award, the MDO will not be liable to any bidder for any claims, whether for costs or damages incurred by the bidder in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

## 2.7. TENDER TO BE RETAINED BY THE MDO

2.7.1 The MDO will not return the tender or any accompanying documentation submitted by a Bidder.

## 2.8. NO GUARANTEE OF VOLUME OF WORK, EXCLUSIVITY OF CONTRACT, OR AWARD OF CONTRACT

2.8.1 The MDO makes no guarantee of the value or volume of work to be assigned to the successful Bidder. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The MDO may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

2.8.2 The MDO retains the right to accept or reject any or all proposals in whole or in part. All applicants will be contacted with the decision.

## Communication after Issuance of Tender

### 2.9 BIDDERS TO REVIEW TENDER

2.9.1 Bidders shall promptly examine all of the documents comprising of this RFP, and

- a. shall report any errors, omissions, or ambiguities; and
- b. may direct questions or seek additional information in writing or by email to the RFP Contact on or before the Deadline for Questions. All questions or comments submitted by Bidders by email to the RFP Contact shall be deemed to be received once the email has entered into the RFP Contact's email inbox.

2.9.2 No such communications are to be directed to anyone other than the RFP Contact, and the MDO shall not be responsible for any information provided by or obtained from any source other than the RFP Contact.

2.9.3 The MDO is under no obligation to provide additional information. It is the responsibility of the Bidder to seek clarification from the RFP Contact on any matter it considers to be unclear. The MDO shall not be responsible for any misunderstanding on the part of the Bidder concerning this RFP or its process.

### 2.10 ALL NEW INFORMATION TO BIDDERS BY WAY OF ADDENDA

2.10.1 This RFP may be amended only by addendum in accordance with this section. If the MDO, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Bidders by addenda. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Bidders are responsible for obtaining all addenda issued by the MDO. In the Tender Form (Appendix B), Bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

## Submission of Tenders

### 2.11 TENDERS TO BE SUBMITTED ON TIME AND AT THE PRESCRIBED LOCATION

2.11.1 Tenders must be submitted at the location set out in Part 3.7 on or before the Submission Deadline. Late Tenders will not be accepted. Incomplete Tenders will not be considered. Onus and responsibility rest solely with the Bidder to deliver its Tender to the exact location indicated in the RFP on or before the Submission Deadline. The MDO does not

accept any responsibility for submissions delivered to any other location by the Bidder or its delivery agents. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

## 2.12 TENDERS TO BE SUBMITTED IN PRESCRIBED FORMAT

2.12.1 Bidders must submit tender submissions in accordance with the instructions set out in Part 3. Tenders should be prominently marked with the RFP title and number (see RFP cover page), with the full legal name and return address of the Bidder.

## 2.13 AMENDMENT OF TENDERS

2.13.1 Bidders may amend their Tenders prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title, number, and the full legal name and return address of the Bidder to the location set out above. Any amendment should clearly indicate which part of the Tender the amendment is intended to amend or replace.

2.13.2 The Bidder may not amend their Tender after the Submission Deadline and no words or comments will be added to the Tender unless requested by the MDO for purposes of clarification.

## 2.14 WITHDRAWAL OF TENDERS

2.14.1 Bidders may withdraw their Tenders prior to the Submission Deadline. To withdraw a Tender, a notice of withdrawal must be sent to the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the Bidder. The MDO is under no obligation to return withdrawn Tenders.

## 2.15 TENDERS IRREVOCABLE AFTER SUBMISSION DEADLINE

2.15.1 Tenders shall be irrevocable for a period of 90 days running from the moment that the Submission Deadline passes. Prices will be firm for the entire contract period. By submission of a Tender, the bidder agrees that should its proposal be deemed successful the bidder will enter into a contract with the MDO.

## 2.16 NO AMENDMENT TO FORMS

2.16.1 Other than inserting the information requested on the mandatory submission forms set out in the RFP, a Bidder may not make any changes to any of the forms. Any Tender containing any such changes, whether on the face of the form or elsewhere in the Tender, may be disqualified.

## Evaluation of Submissions

### 2.17 STAGES OF EVALUATION

2.17.1 The MDO will conduct the evaluation of Tenders in the following three stages:  
Stage 1 - evaluation of mandatory submission requirements  
Stage 2 - evaluation of mandatory technical requirements  
Stage 3 - evaluation of submissions in accordance with the published criteria weighting

### 2.18 STAGE 1 – MANDATORY SUBMISSION REQUIREMENTS

2.18.1 Stage 1 will consist of a review to determine which Tenders comply with all of the mandatory submission requirements. Tenders that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the



express and implied rights of the MDO, be disqualified and not evaluated further. The mandatory submission requirements are as set out in Part 3 – Tender Format, Content, Submission, and Evaluation Information.

## 2.19 STAGE 2 – MANDATORY TECHNICAL REQUIREMENTS

2.19.1 Stage 2 will consist of a review to determine which Tenders comply with all of the mandatory technical requirements. Tenders that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the MDO, be disqualified and not evaluated further. The mandatory technical requirements are listed in the Project Information and Requirements (Appendix C).

## 2.20 STAGE 3 – CRITERIA AND WEIGHTING REQUIREMENTS

2.20.1 Stage 3 will consist of an evaluation of the submitted pricing of compliant Tenders in accordance with the evaluation criteria and weights set out in the Part 3 – Tender Format, Content, Submission, and Evaluation Information. The evaluation of the submissions in accordance with the criteria and weights will be undertaken after the evaluation of mandatory requirements has been completed. Criteria and Weighting are found in Part 3.7 – Evaluation of Submission.

## 2.21 VERIFY, CLARIFY, AND SUPPLEMENT

2.21.1 When evaluating Tenders, the MDO may request further information from the Bidder or third parties in order to verify, clarify, or supplement the information provided in the Bidder's Tender. The response received by the MDO shall, if accepted by the MDO, form an integral part of the Bidder's Tender.

## Award of Contract

### 2.22 EXECUTION OF AGREEMENT, NOTIFICATION, AND DEBRIEFING

2.22.1 Notice of selection by the MDO to the selected Bidder shall be in writing. The selected Bidder shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection. This provision is solely for the benefit of the MDO and may be waived by the MDO.

2.22.2 In addition to all other remedies available to the MDO, if a selected Bidder fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the MDO may, without incurring any liability, withdraw the selection of that Bidder and proceed with the selection of another Bidder.

2.22.3 Once the Agreement is executed by the MDO and a Bidder, the other Bidders will be notified directly in writing.

2.22.4 Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the Bidder in presenting a better Tender in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

2.22.5 If a Bidder wishes to challenge the RFP process, it should provide written notice to the RFP Contact. The notice must provide a detailed explanation of the Bidder's concerns with the procurement process or its outcome. Written notice must be received by the MDO's RFP Contact within ten (10) business days from the notification of award.

## Conflict of Interest and Prohibited Conduct

### 2.23 CONFLICT OF INTEREST

2.23.1 For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- a) in relation to the RFP process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (a) having, or having access to, confidential information of the MDO in the preparation of its Tender that is not available to other Bidders, (b) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (c) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Bidder's other commitments, relationships or financial interests (a) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (b) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

2.23.2 For the purposes of section (2.23.1)(a) above, Bidders should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the Tender; **AND** (b) were employees of the MDO within twelve (12) months prior to the Submission Deadline.

2.23.3 Bidders shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Tender Form (Appendix B).

2.23.4 The MDO may disqualify a Bidder for any conduct, situation, or circumstances, determined by the MDO, in its sole and absolute discretion, to constitute a Conflict of Interest.

### 2.24 PROHIBITED CONDUCT

2.24.1 The MDO may disqualify a Bidder, rescind a notification of selection or terminate a contract subsequently entered into if the MDO determines that the Bidder has engaged in any conduct prohibited by this RFP.

2.24.2 Bidders shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Bidder(s).

- 2.24.3 Bidders shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the MDO; deceitfulness; submitting Tenders containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.
- 2.24.4 The MDO may reject a submission or prohibit a supplier from participating in a procurement based on inappropriate conduct in the current or a prior procurement process, including but not limited to the following:
- a. illegal or unethical conduct as described above;
  - b. the refusal of the supplier to honor submitted pricing or other commitments; or
  - c. any conduct, situation or circumstance determined by the MDO, in its sole and absolute discretion, to have constituted a Conflict of Interest.

## Confidential Information

### 2.25 THE MDO'S CONFIDENTIAL INFORMATION AND FOIPP

- 2.25.1 All information provided by or obtained from the MDO in any form in connection with this RFP either before or after the issuance of this RFP:
- a) is the sole property of the MDO and must be treated as confidential;
  - b) is not to be used for any purpose other than replying to this RFP and the performance of the Agreement;
  - c) must not be disclosed without prior written authorization from the MDO; and
  - d) shall be returned by the Bidder to the MDO immediately upon the request of the MDO.
- 2.25.2 All Tenders submitted to the MDO become the property of the MDO in their entirety and are subject to the disclosure provisions of the Freedom of Information and Protection of Privacy Act (FOIPP Act). This Act allows any person a right to access to records in the custody or under the control of the MDO subject to limited and specific exceptions.
- 2.25.3 The purpose of collecting the information required in this RFP is to enable the MDO to ensure the accuracy and reliability of the proposal, and to enable the selection committee to evaluate responses to this RFP.
- 2.25.4 The bidder acknowledges that Part 2 of the FOIPP Act applies to personal information about Clients. The bidder shall treat any information, that it acquires as a result of the Contract, in strict confidence, and shall not disclose this information to anyone. The bidder shall not use personal information about clients for any purpose other than the provision of the services.
- 2.25.5 The successful Bidder will promptly notify the MDO, no later than two (2) business days from the date that the successful Bidder becomes aware of the disclosure, of any collection, access, use, disclosure, or destruction of information or Records contrary to

the terms of this Contract, and promptly take all reasonable actions to prevent further unauthorized collection, access, use, disclosure, or destruction.

2.25.6 The successful Bidder will provide to the MDO any or all records within its custody or control collected for or relating to this Contract within seven (7) days of the MDO's written request and at the conclusion of this Contract will dispose of the records as directed by the FOIPP Act or the MDO's authorized Records representatives.

## Reserved Rights, Limitations of Liability and Governing Law

### 2.26 RESERVED RIGHTS

2.26.1 The MDO reserves the right to:

- a) make public the names of any or all Bidders;
- b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- c) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Tender;
- d) assess a Bidder's Tender on the basis of:
  - a financial analysis determining the actual cost of the Tender when considering factors including quality, service, price, and transition costs arising from the replacement of existing goods, services, practices, methodologies, and infrastructure (howsoever originally established); and
  - in addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;
- e) reject a Tender that is incomplete, conditional, illegible, unbalanced, obscure, or that contains additions not called for, reservations, erasures, alterations, or irregularities of any kind;
- f) verify with any Bidder or with a third party any information set out in a Tender;
- g) check references other than those provided by any Bidder;
- h) disqualify a Bidder, rescind a notice of selection, or terminate a contract subsequently entered into if the Bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- i) disqualify a Bidder based on unsatisfactory past performance;
- j) select a Bidder other than the Bidder whose Tender reflects the lowest cost to the MDO;
- k) cancel this RFP process at any stage;
- l) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- m) cancel the RFP process if no compliant Tenders are received and then:
  - cancel the acquisition or project;
  - immediately retender the acquisition or project (with or without significant scope changes);
  - delay the acquisition or project and retender at a later time (with or without significant scope changes); or
  - subject to internal approvals, directly award a contract with the same scope and budget to any supplier;

- n) accept any Tender in whole or in part;
- o) reject a Tender where that Tender is the only compliant Tender received; or
- p) reject any or all Tenders;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

## 2.27 LIMITATION OF LIABILITIES

2.27.1 By submitting a Tender, each Bidder agrees that

- a) neither the MDO nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFP process including but not limited to costs of preparation of the Tender, loss of profits, loss of opportunity or for any other claim; and
- b) the Bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the Tender, loss of profit or loss of opportunity by reason of the MDO's decision not to accept the Tender submitted by the Bidder, to enter into an agreement with any other Bidder or to cancel this tender process, and the Bidder shall be deemed to have agreed to waive such right or claim.

## 2.28 GOVERNING LAW

2.28.1 These Terms and Conditions of the RFP Process are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

- a) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the MDO; and
- b) are to be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

– End of Part 2 –

## Part 3 – Tender Format, Content, Submission, and Evaluation Information

### 3.1 GENERAL

- 3.1.1 Prices quoted are to include the costs of all goods and services to be rendered including all travel and delivery expenses, all insurance costs, all labour and material costs, all costs of installation and set-up, and all overhead, including any fees or other charges required by law.
- 3.1.2 Tender packages are to include a completed line item
- 3.1.2 The price shall be in Canadian Dollars, inclusive of all applicable duties and taxes except GST. Price adjustments due to currency fluctuations, or any other reason, will not be accepted.
- 3.1.3 The quantities shown on the Tender Form are to be considered approximate only and are intended to provide a basis for comparison of the bids. Payment to the successful bidder under the contract will be made only for the actual measured pay quantities of work performed or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased or decreased. Such increase or decrease, regardless of the extent of the increase or decrease, shall not, in any way, invalidate the unit prices tendered.
- 3.1.4 Notwithstanding the information contained in this tender package, it is your sole responsibility to:
- review and become familiar with this Request for Proposal package and any associated documents, and to
  - review the operations, facilities and determine work conditions, and potential options.
- 3.1.5 Prior to the submission of proposals, each vendor shall satisfy themselves as fully conversant with the requirements and any other conditions, which may effect the execution of the contract.

### 3.2 MANDATORY QUALIFICATIONS/REQUIREMENTS

- 3.2.1 To qualify for inclusion in this project, your firm must be able to satisfactorily demonstrate that it can meet the following qualifications/requirements:
- lead firm and subcontractors must be in Canada;
  - lead firm must have demonstrated experience leading the design and construction of a golf course.
- 3.2.2 The Bidder must provide the following information on your firm:
- Year established, type of ownership, and parent company, if any; and
  - Any significant or material judgements, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers including an explanation.

### 3.3 BUSINESS LICENSING

- 3.3.1 The Municipal District of Opportunity No. 17 requires businesses to hold a valid Business Licence when conducting business within its Municipal Boundaries.
- 3.3.2 The MDO's business licensing requirements can be found on the Municipal District of Opportunity No. 17's website: <http://www.mdopportunity.ab.ca/business-licenses-0>.

Alternately any questions regarding the MDO's business licensing requirements may be directed via email to [ravenc@mdopportunity.ab.ca](mailto:ravenc@mdopportunity.ab.ca) or by phone at 780-891-3778 and requesting to speak to Raven Cardinal.

### 3.4 DEVELOPMENT AND SAFETY PERMITS

3.4.1 The MDO will obtain the necessary Municipal development permits for the construction of the back nine, working in co-operation with the successful proponent. The MDO will cover the cost of these permits.

3.4.2 The Contractor will obtain the necessary Safety Permits.

3.4.3 Any other permits, notifications, or environmental applications required through other agencies including the Province and local energy providers are to be completed and applied for by the Contractor.

### 3.5 BONDING

3.5.1 Each Bidder shall provide a Bid Bond to the MDO with their tender submission. The Bid Bond shall guarantee that the Bidder will undertake the Contract under the terms at which they bid. If required, the Bid Bond shall be in the form provided in CCDC 220, and issued by a Surety Company licensed in the Province of Alberta and satisfactory to the MDO, and in the amount of 10% of the Contract Price.

3.5.2 Each Bidder shall provide a Performance Bond or Consent of Surety to the MDO with their tender submission. The Performance Bond shall guarantee the Bidder's faithful performance of the Work in conformance to the Contract, and detail thereof, shall protect the MDO against any losses or damages arising by reason of failure of the Bidder to perform the Work as required by the Contract. If required, the Performance Bond shall be in the form provided in CCDC 221, and issued by a Surety Company licensed in the Province of Alberta and satisfactory to the MDO, and in the amount of 50% of the Contract Price.

### 3.6 FORM OF TENDER

3.6.1 Your firm's tender proposal will address the following points, in sequence, each section to be clearly titled and separated from the other sections. Incomplete or improperly formatted submissions may be disqualified.

- a) Appendix B - Tender Form – a completed and appropriately authorized copy of the attached 'Proposal Submission Form'
- b) Appendix E - Unit Prices – a list of unit prices for various materials and installations
- c) Bid Bond - as per Section 3.5 Bonding
- d) Performance Bond or Consent of Surety - as per Section 3.5. Bonding
- e) Confirmation of Insurance – provide either a completed Certificate of Insurance confirming that the required insurance is already in place or a letter indicating that, if successful, the required insurance will be in place prior to the commencement of the contract. See Appendix D – Insurance Requirements.
- f) Submission Documents – Proponent to submit all required documents to complete the criteria indicated within Section 3.9. Evaluation of Submissions.

### 3.7 TENDER SUBMISSIONS

3.7.1 One digital/electronic copy. Tenders are to be submitted via email, the documents clearly marked as follows:

**Request for Proposal**  
***Design and Build of the Eagle Point Golf Course Expansion***

complete with your firm's name and return address. Bidders are completely responsible for ensuring that their proposals reach the correct final location prior to the proposal submission deadline. Fax quotations will not be accepted.

3.7.2 Your proposal will be considered if received no later than **4:30 p.m. (MST), September 11<sup>th</sup>, 2018** at:

M.D. of Opportunity No. 17  
P.O. Box 60  
2077 Mistassiniy Road North  
Wabasca, AB T0G 2K0  
Attention: Chad Tullis

3.7.3 Requests for information, clarifications, amendments, extensions or any other material change that may affect the content of the proposals or the submission deadline will not be considered by the MDO after the deadline for questions as indicated in Part 1.4.

3.7.4 Any and all new information made available prior to the submission deadline will be released to all known vendors.

3.7.5 Faxed proposals **will not** be accepted or considered.

### 3.8 EAGLE POINT GOLF COURSE BACK NINE DESIGN AND COMPONENTS

3.8.1 Within the submitted Tender, bidders are required to provide, at minimum, the details outlined in Appendix C – Project Information and Requirements.

### 3.9 EVALUATION OF SUBMISSIONS

3.9.1 The intent of the evaluation process is to select the firm best suited to provide the requirements as detailed in Appendix C.

3.9.2 Proposals will be opened in council immediately following the proposal submission deadline. The final results will not be released until the MDO has awarded a contract.

3.9.3 It is essential that the team proposed for this project have significant experience with projects of this nature. Failure to adequately demonstrate sufficient team experience and qualifications may result in the disqualification of your submission without evaluation.

3.9.4 Tenders will be evaluated based on the following criteria and weights:

	Criteria	Weighting as a percentage
1.	Mandatory Submission Requirements ( <u>must be met in order to be considered for further evaluation</u> )	MUST
2.	Project Interpretation	20



3. Firm/Team Experience, Qualifications, and Expertise	20
4. Proposed Methodology, Work Plan, Schedule, and Deliverables	15
5. Innovation & Value added	10
6. Communication	5
7. Project Cost and break down	30
TOTAL –	100

Criteria Description

A. Project Interpretation

- i. Demonstrate an understanding of the project scope, goals, design options and alternatives, constraints, work plan, timelines, and local conditions.
- ii. Provide a list of projects of similar nature and size which showcases the Bidder’s ability to successfully complete this project. With the list include a description of the project with contact information.

B. Firm/Team Experience, Qualifications, and Expertise

- i. Supply detailed information on the proposed project team. Include information on each team member’s experience and their degree of involvement on this project. Each member should have proven qualifications with evidence of past achievements on similar projects and provide references on those specific projects.
- ii. The field inspector must have at least 5 years of relevant golf course construction experience.
- iii. Supply a list of all sub-consultants/sub-contractors, their relevant experience to the project and the estimated amount of time to be assigned to the project.

C. Proposed Methodology, Work plan, Schedule, and Deliverables

- i. Organize the proposal into two phases: design and build.
- ii. Provide an overview of the scope of services required to complete this project. Include any design options. Include a detailed work methodology and key deliverables for completing the project.
- iii. Provide an overview schedule with milestones, start, and end dates for this project.
- iv. Provide a preliminary project cost estimate for both phases.

D. Innovation and Value Added

- i. Provide details on your firms’ project management services that will be employed with respect to quality assurance, quality control, costs control, and schedule control.
- ii. Provide the MDO with a copy of your firms’ safety program and professional practice management plan. Copies of the table of contents would also be acceptable. Indicate any safety items specific to this project and how they will be addressed by your firm.
- iii. Provide details of any technique or practice that your firm could provide that would be unique to this project or the MD of Opportunity that might add value to the project in terms of product, schedule, or costs.

E. Communication

- i. Outline the proposed project communication plan including, but not limited to, frequency of project meetings, preparation of meeting minutes and distribution of minutes.
- ii. Outline the planned frequency of status update reporting to the project team.

F. Project Cost

- i. Provide a detailed fee proposal correlated to the proposed work plan. The fee proposal shall include a list of all-inclusive hourly rates for the project team members and a table detailing staff-hour estimates for each project team member and a total for each phase or major activity grouping. Costing as well will provide the following components (at minimum to be included):
  - Design costs;
  - Construction costs;
  - Equipment costs;
  - Cash allowances for items not covered by above categories or where unable to be determined prior the request of proposal was awarded;
  - Any items excluded from pricing.
- ii. Provide separate fee proposal for the provisional items. This will include:
  - All disbursements and expenses (including computer, Mileage, Car rentals, sample boards and printing time) shall be included in the fee proposal.
- iii. Costing should be done per phase.

3.9.6 Following the submission of tenders, the MDO reserves the right to contact vendors for the purpose of clarification of proposal content or to seek further related information.

3.9.7 The MDO reserves the right to contact any current or previous client, whether referenced or not, to obtain information required regarding the quality of service provision and to use this information in its sole discretion in the evaluation of the submissions.

### 3.10 PAYMENTS

3.10.1 It is the MDO's expectation that payments will be tied to specific deliverables as mutually determined and agreed upon with the successful contractor and MDO administration.

3.10.2 The invoice will provide complete details of the services provided and the corresponding costs associated with each.

3.10.3 The anticipated milestone payment schedule for this project is as follows:

- i) Progress invoices to be invoiced monthly and shall include all work completed within each invoice period.
- ii) Submittals shall include project status reports that confirm work done to date, work to be done next period, pending changes and a detailed breakdown of monthly billing tasks relative to those submitted.

### 3.11 SAFETY

3.11.1 The contractor shall maintain a company safety manual, complete with safe job procedures for work in hazardous sites. The contractor shall be prepared to share hazard assessments, safe job procedures, or a safety plan where the work is considered hazardous by the MDO. This may include site inspection at operating facilities or construction sites. All workers shall be prepared to comply with a prime contractor's safety rules which may include, but not be limited to, site orientation, personal protective equipment, and directives.

3.11.2 The contractor must adhere to the MDO's Emergency Operations Policy #8 *E. Minimum Contractor Qualifications*. A Prime Contractor will be designated in the contract in the instance sub-contractors are used.

**– End of Part 3 –**

## APPENDIX A – Contract

Please note – this project will be governed by CCDC14 form of contract.

## APPENDIX B – Tender Form

Full Legal Name of Bidder:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Bidder Contact (Name and Title):	
Bidder Contact Phone/Fax:	
Bidder Contact Email:	
Date:	
G.S.T. Registration Number:	

**I. Offer**

1. The bidder has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the RFP and offers to provide the Deliverables in accordance therewith at the rates set out in this completed Tender Form.

**II. Rates**

1. The bidder has submitted its rates in accordance with the instructions in the RFP and in this Tender Form. The bidder confirms that it has factored all of the provisions, including insurance and indemnity requirements, into its pricing assumptions and calculations.

**III. Addenda**

1. The bidder is deemed to have read and accepted all addenda issued by the MDO prior to the Deadline for Issuing Addenda. The onus is on bidders to make any necessary amendments to their bids based on the addenda. The bidder is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word “None”, on the following line: \_\_\_\_\_ . Bidders who fail to complete this section will be deemed to have received all posted addenda.

**IV. No Prohibited Conduct**

1. The bidder declares that it has not engaged in any conduct prohibited by this RFP.
2. If the box below is left blank, the bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.
3. Otherwise, if the statement below applies, check the box.

- The bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or the bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

4. If the bidder declares an actual or potential Conflict of Interest by marking the box above, the bidder must set out below details of the actual or potential Conflict of Interest:

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**V. Legal Issues**

1. If the box below is left blank, the bidder will be deemed to declare that (a) it is not had any significant or material judgements, claims, arbitration proceedings or suits pending or outstanding against its firm or its officers.
2. Otherwise, if the statement below applies, check the box.

- The bidder declares that it has had significant or material judgements, claims, arbitration proceedings or suits pending or outstanding against its firm or its officers.

3. If the bidder declares the above statement by marking the box above, the bidder must set out a summary below:

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**VI. Disclosure of Information**

1. The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by the MDO to the advisers retained by the MDO to advise or assist with the RFP process, including with respect to the evaluation this bid.

**VII. Execution of Agreement**

1. The bidder agrees that in the event its tender is selected by the MDO, in whole or in part, it will finalize and execute the Agreement in accordance with the terms of this RFP.

**VIII. References**

1. Proponents are requested to list references where the Proponent has provided services to a municipal, regional, or provincial client. For the evaluation purposes of this RFP, the MDO may contact and conduct discussions with references submitted or any other entities not listed herein to verify quality and performance of the services. The MDO reserves the right to request and view the completed reports.
2. Please include the following information in the references:
  - a. Name of client
  - b. Project title
  - c. Client Contact Name
  - d. Contact information
  - e. Brief description of the project.

***UNSIGNED AND/OR INCOMPLETE TENDERS WILL NOT BE ACCEPTED***

NAME:

**(Please Print)**

SIGNATURE:

I have the authority to bind the bidder.

**– End of Appendix B –**

## APPENDIX C – Project Information and Requirements

### I. Background

1. The Municipal District of Opportunity No. 17 is a rural municipality of 3200 people in northern Alberta. It contains four hamlets, three community leases, and is the traditional territory of Bigstone Cree Nation. The Eagle Point Golf Course is located in the hamlet of Wabasca, approximately three hours north of Edmonton. The front nine were completed in 2013, opening to the public that August. A clubhouse was completed at the same time and contains a restaurant, banquet hall, terrace patio, pro-shop, and golf simulators.
2. The Project is to design and build the back nine of the Eagle Point Golf Course and to design and build an overflow for the irrigation pond. Diagram 1 is the original concept plan for all 18-holes, from which the front nine were built.
3. The back nine were already cleared based on the original concept plan. The municipality is currently stumping, mulching and screening the top soil at these cleared locations so they will be ready for the build portion of this project in 2019.
4. The successful proponent will be responsible for the complete design/build of the package, including but not limited to: the design of the back nine and of the irrigation pond's overflow, and the construction of the back nine and the irrigation pond's overflow.

### II. Project Organization and Management

1. The overall project will be managed by the assigned Project Manager in coordination with the Project team. They will be responsible for:
  - i) approving project timelines and project design
  - ii) approving all project deliverables
2. The day-to-day liaison with the Consultant will be through the assigned Project Manager.

### III. General Scope of Work

1. The Municipal District of Opportunity No. 17 is requesting proposals from qualified, licensed and professional contractors to prepare and submit a design-build package for the back nine of the Eagle Point Golf Course. The successful contractor will be responsible for the
  - a. preliminary detailed design of holes #10-18 and the irrigation pond overflow,
  - b. provision of a viable and cost effective design for the construction,
  - c. the drainage of holes #10-18,
  - d. complete irrigation installation in holes #10-18,
  - e. finish shaping and installing sand and topsoil on all greens, tees and bunkers, and the seedbed preparation and seeding on holes #10-18,
  - f. the construction of the irrigation pond overflow, and
  - g. the provision of project management services during and post-construction.
2. The work must adhere to Alberta Building Codes where applicable, and the best practice/industry standards.



3. In addition to the back nine, the MDO is requesting the proposals include the design and build of an overflow for the irrigation pond that is between holes #13 and #14.
4. The proponent's objective is to design and construct the back nine of the Eagle Point Golf Course so they are harmonious with the front nine in the most cost effective and aesthetic way possible.
5. The Eagle Point Golf Course will remain open during construction, and as such construction works are not to interfere with the day-to-day use of the Club House or front nine.

#### **IV. Project Deliverables**

1. The following are the deliverables required of the Contractor
  - i) Phase 1 – Detailed Design
  - ii) Phase 2 – Build of Back Nine and Irrigation Pond Overflow
  - iii) Phase 3 – Final acceptance/completion of Back Nine and Irrigation Pond Overflow

#### **V. Project Deliverables and Consultant's Responsibilities – Detailed**

All phases of the project will include, but are not limited to, the following features/components:

1. Phase 1- Detailed Design
  - i) Meet with the Project Management Team and Stakeholders Representative regularly during design.
  - ii) Review all current documents provided by the MDO relating to the project including site plans, as-built drawings, and reports related to the area.
  - iii) Examine the possible design options and constraints for proposal to the MDO prior to the detailed drawings being completed. Consider the most viable and cost-effective plan.
  - iv) Develop and deliver a design including a cost estimate for each phase.
  - v) Describe staging required for this project.
  - vi) On behalf of the MDO complete any environmental applications, permits and other notifications required for construction. This includes coordination and completion of reports with all regulatory agencies prior to, during, and post construction.
2. Phase 2- Build of Back Nine and Irrigation Pond Overflow
  - i) Construction is to be planned to minimize the impact to the day-to-day operations or public works maintenance activities and the continued public use of the front nine where possible.
  - ii) Assist in preparing public information including public notices and project updates.
  - iii) Coordinate with the MDO to obtain all municipally required permits associated with various construction activities. The MDO will ultimately be responsible for obtaining municipal development permits.
  - iv) Coordinate and administer engineering and construction services to ensure all quality assurance is being met. Prepare, evaluate and make recommendations for any issues related to quality and submit a QA/QC plan to the MDO for the project.
  - v) Fees are to be invoiced monthly and shall include all work completed within the previous month. Submittals shall include project status reports that confirm work done to date, work to be done next period, pending changes, percentages of work completed, comparison of work completed and work proposed, earned value report, detailed breakdown of monthly billing tasks. During construction, weekly Site reports must be submitted on a timely basis.
  - vi) Provide all construction/installation services required to complete this project.
  - vii) Be considered the General Contractor and design lead for this project.

- viii) Provide project management and engineering services throughout the duration of construction to assist in contract administration, including the review of shop drawings, ecoplan, project plans, traffic plans, schedule updates and any other items related to the contract and construction as needed.
- ix) Provide on site full time experienced construction supervision through the duration of the project. Construction supervisor named shall not be changed without consent of the MDO. Assume a construction schedule of 8 weeks with a minimum of 30 hrs/week on-site inspection.
- x) Provide timely recommendations to all matters relative to construction as issues arise, or as otherwise requested by the MDO.
- xi) Prepare and present documentation for any proposed change notices in a timely matter.
- xii) Provide preliminary, construction and as-built survey services as required through the duration of this project.
- xiii) Take photo records before, during, and after of the construction zone & construction activities and record detailed Daily and Weekly Construction Reports including photos. Reports are to be submitted to the Project Manager weekly.
- xiv) Meet with the Project Management Team to update construction progress on a weekly or biweekly basis during construction. Coordinate and facilitate bi-weekly meetings during construction. Record and distribute minutes within a maximum of 48 hours of the meeting.
- xv) Each meeting should include written documentation that includes progress since last meeting, work proposed for the following period, action items, tailgate meeting records, safety records, rain days, etc.
- xvi) Review, recommend and process all contractor's progress payments, monthly invoices, change orders, and final payments less 20% holdback funds.
- xvii) Coordinate and facilitate CCC/Substantial Completion inspections, include documentation and maps of deficiency repairs and provide follow-up inspections until complete.
- xviii) Provide as-built drawings of the project, showing elevations, profiles and any areas of special construction techniques.
- xix) Deliver project as-built package no later than 60 days following CCC inspection. Package shall include a USB flash drive containing final contract document package, record drawings in PDF format at full scale showing all changes from IFC drawings and any areas of special construction techniques, all construction photos, final inspection reports and any other necessary project records received by the consultant.

3. Phase 3 – Final Acceptance/Completion of Back Nine and Irrigation Pond Overflow

- i) Coordinate and facilitate the Final Acceptance inspection including mapping and documenting deficiencies. Follow up with contractor to ensure completion of all deficiencies and issue a Final Acceptance Certificate.
- ii) Conduct training and information session to stakeholders on maintenance, repairs, warranty, testing and troubleshooting for all installed components, if necessary.
- iii) Release of holdback funds 30 days after CCC/Substantial Completion has been given.

**VI. Stakeholder and Public Participation**

- 1. The stakeholders for this project may consist of:
  - i) the project team,
  - ii) administrative internal stakeholders,
  - iii) external stakeholders, and
  - iv) general facility users

2. The project management team, consisting of selected internal administrative staff, will participate in meetings with the hired Consultant at key points in the model, such as:
  - i) initial meeting to discuss the project scope, roles and responsibilities, and timelines.
3. The Consultant will meet a minimum of four (4) times with the Project management team, some presentations are anticipated. Project team meetings may be conducted remotely if the Consultant is located outside of the Municipal District of Opportunity.
4. The project management team will engage administrative internal stakeholders as needed in various stages of the model and will correlate and communicate this feedback to the Consultant.

## **VII. Reference Documents**

1. The following reference documents are available for viewing/download:
  - i) Emergency Operations & Safety Policy #8  
<https://drive.google.com/file/d/1WfJnQkNX3XVsQURqTtNBKpDEqb3qA9cT/view?usp=sharing>
  - ii) Wabasca Recreational Park Master Plan  
<https://drive.google.com/file/d/1U2XdjxCo5CoOACNzAkPssq2BmDTkGy36/view?usp=sharing>
  - iii) Contour Map of Golf Course  
[https://drive.google.com/file/d/1\\_iJzZXio9qKANpai2Q7xB6TJ\\_WRganSi/view?usp=sharing](https://drive.google.com/file/d/1_iJzZXio9qKANpai2Q7xB6TJ_WRganSi/view?usp=sharing)

Other applicable documents will be provided to the successful candidate after award of contract.

**– End of Appendix C –**

## APPENDIX D – Insurance Requirements

General Contractor shall procure and maintain, at its own expense for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from, or in connection with, the performance of the work by the General Contractor, his agents, representatives, employees or sub-contractors. The cost of such insurance shall be borne fully by the General Contractor. The limits and coverage required herein are the minimum acceptable by the MDO and are not intended as a limit of liability of the General Contractor or sub-contractors.

### Minimum Limits of Insurance

General Contractor shall maintain limits no less than:

1. Comprehensive General Liability: in accordance with the Alberta Insurance Act, an amount of \$5,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury, property damage including the loss of use thereof, and completed operations.

The Comprehensive General Liability Insurance shall include coverage as necessary for:

- a) Broad Form Blanket Contractual Liability Coverage;
  - b) Non-Owned Automobile Liability;
  - c) Independent Contractors Coverage;
  - d) Products and Completed Operations Coverage;
  - e) Excavation, collapse, shoring and pile driving;
  - f) Broad Form Property Damage Coverage;
  - g) Employees as Additional Insureds;
  - h) Property Damage Occurrence;
  - i) Cross Liability Clause;
  - j) Contingent Employer's Liability Coverage;
  - k) Premises and Operations Liability;
  - l) Owners' and Contractors' Protective Liability;
  - m) Personal Injury Liability; and
  - n) Medical Payments.
2. Automobile Liability: \$2,000,000.00 per accident for bodily injury and property damage, covering all owned, hired and non-owned vehicles.
  3. Workers' Compensation: Workers' compensations limits in accordance with Province of Alberta statute. A Clearance Letter of good standing is required. If exempt from Workers' Compensation the MDO requires evidence of Employees Liability insurance with limits of \$1,000,000.00 per accident.
  4. Professional Liability: \$2,000,000 per claim. This insurance shall be maintained for the duration of the project and five (5) years following completion of construction. Retroactive date of such policy must be on or before the date General Contractor its sub-contractors, engineers, or sub-consultants began offering professional services. Professional Liability insurance policy is required where the General Contractor its sub-contractors, engineers, or sub-consultants provides engineering, design or design/build services to the project.
  5. Wrap-Up Liability: Should the General Contractor be employing sub-contractors, engineers, or sub-consultants then the General Contractor is required to purchase a Wrap-Up Liability policy with a minimum limit of \$5,000,000.00 and shall include a completed operations period of 24 months. The insurance shall be in the joint names of the General Contractor, the MDO, and shall also cover as unnamed insureds all subcontractors, engineers, or sub-consultants and anyone

employed directly or indirectly by the General Contractor or their subcontractors, engineers, or sub-consultants including suppliers while on the work site.

**Deductibles and Self-Insured Retentions**

Any deductibles and/or self-insured retentions must be declared to, and approved by, the MDO. The General Contractor shall be solely responsible for the deductible and/or self-insured retention and the MDO, at its option may require the General Contractor to secure payment of such deductibles or self-insured retention by a bond or an irrevocable and unconditional letter of credit

**Other Insurance Provisions**

The General Contractor agrees to indemnify and hold harmless the MDO from any and all third party claims, demands, or actions for which the General Contractor, its sub-contractors, engineers, or sub-consultants are legally responsible, including those arising out of negligence or wilful acts by the Contractor its sub-contractors, engineers, sub-consultants or any of their employees or agents. This hold harmless shall survive the contract between the MDO and General Contractor.

The MDO reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The MDO is not obligated, however, to review such policies and endorsements and such receipt shall not relieve the General Contractor from, or be deemed a waiver of the MDO’s right to insist on strict fulfillment of the General Contractor’s obligations under this Contract.

Policies provided shall contain an endorsement to provide all named insureds with prior notice of changes or cancellations. Such endorsement shall be in the following form:

“It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way or cancelled until 30 days after the Insurer has provided written notice of such change or cancellation to all named insureds.”

Policies shall contain a cross-liability clause, a severability of interest clause, and provisions that the insurer shall have no right of subrogation against the Municipal District of Opportunity No. 17. and shall be primary insurance.

**Verifications of coverage**

General Contractor shall furnish the MDO with certificates of insurance evidencing coverage required. Certificates will be filed with the MDO until five (5) years after project completion. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance are to be mailed to the following address:

Municipal District of Opportunity No. 17  
Attention: Chad Tullis  
2077 Mistassiniy Road North  
PO Box 60  
Wabasca, AB  
TOG 2K0

No work shall begin until appropriate insurance certificates are received by the Municipal District of Opportunity No. 17. If the General Contractor fails to secure and maintain the insurance required

herein, or fails to provide evidence of such insurance to the MDO, the MDO shall have the right, without any obligation, to secure the required insurance in the name and for the account of the General Contractor for which the General Contractor shall pay the costs of insurance, and any incidental costs that arise out of a delay in work while the MDO is obtaining such insurance.

**– End of Appendix D –**

## APPENDIX E – Unit Prices

<u>Materials/Installations</u>	<u>UNIT PRICES</u>
1. <b>Sod stripping</b> , supply - unit price per sq. m.	\$ _____
2. <b>Topsoil stripping</b> , supply - unit price per cu. m.	\$ _____
3. <b>Fill</b> , supply - unit price per cu. m.	\$ _____
4. <b>Shaping</b> , supply - unit price per hour	\$ _____
5. <b>Drainage</b> , supply - unit price per linear m.	
- inside feature	\$ _____
- feature to outlet	\$ _____
- fairway/rough	\$ _____
6. <b>Topsoil replacement</b> , supply - unit price per cu. m.	\$ _____
7. <b>Fertilizing</b> , supply - unit price per sq. m.	\$ _____
8. <b>Sodding</b> , supply - unit price per sq. m.	\$ _____
9. <b>Cart path</b> , supply - base preparation, unit price per sq. m.	\$ _____
10. <b>Construction of tee</b> , supply - unit price per deck	
- single deck	\$ _____
- double deck	\$ _____
delete - unit price per green	
- single deck	\$ _____
- double deck	\$ _____

11. <b>Surface inlets</b> , supply 20 cm. – unit price per inlet	\$ _____
12. <b>Construction of green</b> , supply – unit price per green	\$ _____
delete – unit price per green	\$ _____
13. <b>Gravel layer</b> , supply – unit price per cu. m.	\$ _____
delete - unit price per cu. m.	\$ _____
14. <b>Rootzone mix</b> , supply - unit price per cu. m.	\$ _____
delete - unit price per cu. m.	\$ _____
15. <b>Construction of bunker</b> , supply - unit price per bunker	\$ _____
delete - unit price per bunker	\$ _____
16. <b>Bunker sand placement</b> , supply - unit price per cu. m.	\$ _____
delete - unit price per cu. m.	\$ _____
17. <b>Earthwork</b> , (including sod topsoil and stripping)	\$ _____
Sub Contractor (if applicable): _____	
18. <b>Shaping</b> (including greens, tees, bunkers, fairways, rough, cart paths)	\$ _____
Sub Contractor (if applicable): _____	
19. <b>Drainage Installation</b>	\$ _____
Sub Contractor (if applicable): _____	
22. <b>Sodding</b>	\$ _____
Sub Contractor (if applicable): _____	
21. <b>Seedbed/Sodbed</b> (preparation and seeding)	\$ _____
Sub Contractor (if applicable): _____	



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20. **Material Installation** (including greens, tees, bunkers, fairways, rough, car paths) \$\_\_\_\_\_

Sub Contractor (if applicable): \_\_\_\_\_

23. **Bunker Sand Placement** \$\_\_\_\_\_

Sub Contractor (if applicable): \_\_\_\_\_

- End of Appendix E -