



## **CONTRACT AND SPECIFICATIONS**

### **MD of OPPORTUNITY NO. 17**

#### **2025 Roadway Line Painting Program**

##### **Schedule "A" – Painted by June 15**

Wabasca, Red Earth Creek, Calling Lake & Sandy Lake

##### **Schedule "B" – Painted between September 1 and September 30**

Wabasca, Red Earth Creek, Calling Lake & Sandy Lake

#### **Roadway Line Painting**

Tender Closing Date and Time: March 6, 2025 at 2:01:00 p.m.

Tender Submission Email Address: [kimball.newberry@mdopportunity.ab.ca](mailto:kimball.newberry@mdopportunity.ab.ca)

Inquiries Contact: [jkitz@mesl.ca](mailto:jkitz@mesl.ca)

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## 1 INSTRUCTIONS TO BIDDERS

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### 1.1 Conditions for Tender Submissions

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Bidders may submit tenders by email to Municipal District of Opportunity No. 17 at the email address identified on the cover page of the tender (“Tender Submission Email Address”) only.

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

The official time of receipt shall be determined by the time and date stamp of the Municipal District of Opportunity No. 17 Tender Submission Email Address system.

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

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

- a) any lack of security;
- b) any unreliability of delivery;
- c) the possible loss of confidentiality;
- d) the receipt of a garbled, corrupted or incomplete bid;
- e) the inability of the bidder to access or the unavailability of the Municipal District of Opportunity No. 17 e-mail system or Alberta Purchasing Connection website;
- f) the incompatibility between the sending and receiving equipment;
- g) any delay in transmission or receipt of the bid; or
- h) the potential illegibility of the bid.

Bidders can acquire copies of the tender documents as set out in Instructions to *Bidders Section 1.2, Availability of Tender Documents*.

### 1.2 Availability of Tender Documents

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#### 1.2.1 Municipal District of Opportunity No. 17 Distribution Source

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Electronic (.PDF) copies of the tender documents are available for free download from the Alberta Purchasing Connection website at the following link: [www.purchasingconnection.ca](http://www.purchasingconnection.ca) or by emailing a request for such to [jkitz@mesl.ca](mailto:jkitz@mesl.ca).

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

## 1.2.2 Tender Document Discrepancies

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

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

## 1.3 Tender Information Documents

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### 1.3.1 General

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*Special Provision 4.3, Available Information Documents*, includes information available for this project.

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

- Alberta Purchasing Connection at [www.purchasingconnection.ca](http://www.purchasingconnection.ca).

These documents can also be obtained by emailing a request for such to [jkitz@mesl.ca](mailto:jkitz@mesl.ca). Bidders acknowledge and agree that *Special Provision 4.3.3, Use of and Reliance upon Information Documents*, applies to this tender.

## 1.4 Plans and Drawings

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### 1.4.1 General

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

- Alberta Purchasing Connection at [www.purchasingconnection.ca](http://www.purchasingconnection.ca).

These documents can also be obtained by emailing a request for such to [jkitz@mesl.ca](mailto:jkitz@mesl.ca). Copies of these drawings will be provided to the successful Bidder.

## 1.5 Tender Submission Requirements

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### 1.5.1 Bidder Information

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The tender must be submitted by a single individual, partnership, corporation, or company. Joint Ventures are not permitted to bid unless expressly authorized in the tender documents. For all Bidders, the legal name, address, and e-mail address to which all notices or letters are to be mailed and e-mailed must be given in addition to the signature of the individual or one of the officers of the partnership, corporation or company with authority to bind the Bidder.

### 1.5.2 Format of Tender Submission

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

The tender shall include all pages entitled “*Tender Forms*” included in *Section 2, Tender Forms* and any attachments thereto in one single e-mail with a maximum email size of 50MB.

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

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

The tender shall be accompanied by a bid bond as outlined in *Instructions to Bidders Section 1.5.6, Security*.

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

All Tender Forms submitted shall be as issued by Municipal District of Opportunity No. 17 without any additions, alterations or changes, other than the addition of information requested. Any required information that is missing, omitted or illegible, any alterations to the text, or any conditions added on or submitted with the Tender Forms, may cause the tender to be declared invalid and rejected.

### 1.5.3 Completing Unit Price Schedule

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The "Unit Price Schedule" must be completed by:

- Filling in all blank spaces under the headings "Unit Price" and the "Total Bid"; and
- Filling out the schedule as follows:

a) Unit Price

For bid items where the estimated quantity is fixed and the Bidder is required to provide a unit price, insert the unit price in the "Unit Price" column and insert the total for each item in the "Total Bid" column; (in case of discrepancy, the unit price figure will take precedence over the total in the "Total Bid" column);

b) Lump Sum

For bid items where the Bidder is required to provide a lump sum, insert the lump sum amount in the "Total Bid" column. Only the amount in the "Total Bid" column will be used in calculating the Total Tender;

c) Total Tender

Insert the sum of all amounts in the "Total Bid" column in the space marked "Total Tender in Canadian dollars excluding GST".

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

#### 1.5.4 GST Excluded

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The Owner represents and warrants that, as the purchaser of goods and services provided under the Contract, no amount payable under the Contract is subject to Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the Excise Tax Act (Canada) as amended.

The Municipal District of Opportunity No. 17's GST Registration number is 8994 81477.

Bidders must not include GST in their bids.

#### 1.5.5 Acknowledging Addenda

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

#### 1.5.6 Security

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Each tender must be accompanied by a bid bond in its original digital format made out to Municipal District of Opportunity No. 17 equal to 10% of the tender amount. Tenders not accompanied by an immediately verifiable digital bid bond using the bid bond's electronic content verification process will be rejected as non-compliant.

Bid bonds shall be issued by a duly incorporated surety company authorized to transact business of suretyship in the Province of Alberta in a form acceptable to the Owner. The bid bond shall be submitted as its own PDF document, separate from the other tender submission documents in its original electronic format. Scanned or altered PDF copies of the original bid bond in either paper or digital format will be deemed invalid and will cause the Bid to be rejected.

Verification of the bid bond may be conducted by the Owner at any time immediately after Closing Date and Time, or at any time during the life of the bid bond and at the discretion of the Owner with no requirement for additional electronic copies of the bid bond, passwords or fees.

### *1.5.6.1 Electronic Bonding Requirements*

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

- a) the content of the bid bond;
  - b) any details required for accessing and authenticating the bid bond, either via a verification tag or link that provides immediate access to the bond;
  - c) all signatures and seals affixed thereto;
  - d) encrypted digital signatures creating a secure electronic document; or
  - e) anything that may prevent the enforcement and/or realization of the bid bond by the Owner in accordance with *Instructions to Bidders Section 1.5.6.2, Electronic Bonding Enforceability*;
- a) by the Owner with the Surety Company, or an approved verification service provider of the Surety Company.

### *1.5.6.2 Electronic Bonding Enforceability*

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The bid bond shall be enforceable for the earlier of the tender acceptance period as specified in the Instructions to Bidders or until the bond's principal enters into the Contract and provides the required security and evidence of insurance coverage in accordance with *General Specifications 1.2.3, Security* and *1.2.4, Insurance*, which must be satisfactory to the Owner and in compliance with *Tender Forms Section 2.4.2, Tender Security*.

### *1.5.7 Safety Prequalification*

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As a precondition to contract award, the Bidder must have a valid Certificate of Recognition (COR) or a valid Temporary Letter of Certification (TLC), a Certificate of Recognition Equivalency Letter (COREL) for out of province Bidders, or a Small Employer Certificate of Recognition (SECOR) as issued by the Alberta Construction Safety Association (ACSA) or another certifying partner authorized by the Alberta Ministry of Labour to issue CORs, TLCs, CORELs or SECORs. The COR, TLC, COREL or SECOR must be relevant to the Work.



Bidders may be required to submit evidence of safety qualifications by the earlier of:

- I. The date that the Owner may request in writing, or
- II. Seven days before expiry of the tender acceptance period.

Prospective Bidders who do not possess a COR, TLC, COREL or SECOR and wish to obtain information about obtaining a COR or SECOR are advised to contact:

The Alberta Construction Safety Association  
255 Parsons Road S.W.  
Edmonton, AB T6X 0W6  
Phone: (780) 453-3311 Toll Free: 1-800-661-2272  
Fax: (780) 455-1120 Toll Free: 1-877-441-0440  
Email: [edmonton@acsa-safety.org](mailto:edmonton@acsa-safety.org)  
Web Site: [www.acsa-safety.org](http://www.acsa-safety.org)

or another certifying partner authorized by Alberta Ministry of Labour.

It is the Bidder's responsibility to ensure its registration in the program is properly documented with the issuing certifying partner. The Owner will assume no liability for errors or omissions in this regard.

The Bidder must maintain a valid registration throughout the course of the Contract.

## 1.6 Rejection of Tenders

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### 1.6.1 Acceptance

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

### 1.6.2 Tender Irregularity

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

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

The lowest priced compliant Bidder may be required to supply evidence of experience, qualifications, equipment, ability and financial capability for completing the project(s) before the Contract is executed. Lack of any of these will be considered sufficient cause for rejecting the tender.

## 1.7 Tender Date Changes and Cancelling of Tenders

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

## 1.8 Abnormally Low Bid

An “Abnormally Low Bid” is one where the Total Tender, in combination with other constituent elements of the submission, appears unreasonably low to the extent that the tender submission raises material concerns as to the capability of the Bidder to perform the Work.

In the event of a potential Abnormally Low Bid, the Owner shall seek written clarification from the Bidder, including detailed price analyses of its tender submission in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tender. If the Owner determines that the material concerns as to the capability of the Bidder to perform the Work have not been alleviated after clarification is requested, the Owner may, in its sole discretion, declare the bid non-compliant.

## 1.9 Disqualification of Bidders

Only one tender per Bidder will be considered. Reasonable grounds for believing that any Bidder is interested in more than one tender for the Work, in the capacity of the Contractor, may cause the rejection of all tenders in which such Bidder is interested.

Any or all tenders will be rejected if there is reason to believe that collusion exists among the Bidders, and none of the participants in such collusion will be considered in future tenders.

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

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

## 1.10 Bidder's Investigation and Representation

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The Bidder must examine the contract forms and tender documents, including plans, drawings, specifications, and special provisions, to clearly understand the requirements of the project(s) and to carefully investigate and satisfy themselves of every condition affecting the project(s), including the site conditions and the labour and material to be provided. The contract forms and Government of Alberta specifications are available on the Government of Alberta's web site. The Bidder agrees that submission of a tender is conclusive evidence that the Bidder has made such investigation; and that, whether or not they have so investigated, they are willing to assume and does assume all risk regarding conditions affecting the project.

The Bidder acknowledges and agrees that, where provided, any information pertaining to subsurface soil, rock and groundwater conditions indicated on the borehole/test pit logs shown on the drawings: 1) has been obtained for design purposes; and 2) is valid only at the specific locations of the boreholes/test pits and only on the date(s) that the subsurface investigation(s) took place. Bidders may wish to supplement this information, for their purposes, by performing additional investigations.

The submission of a tender also constitutes a representation by the Bidder that:

- I. the Bidder has complied with all bidding requirements;
- II. the Bidder is qualified and experienced to perform the Work in accordance with the tender documents;
- III. the bid is based upon performing the Work in accordance with the tender documents, without exception; and
- IV. the price or prices stated in the tender cover all the Bidder's obligations under the Contract and all matters and things necessary for the performance of the Work in accordance with the tender documents.

## 1.11 Pre-Tender Meeting

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There will be **no** pre-tender meeting.

## 1.12 Project Inquiries

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Direct all inquiries to:

Julie Kitz, P.Eng.  
Milestone Engineering Services Ltd.  
P.O. Box 458

2195 Mistassiniy Road North  
Wabasca AB, T0G 2K0  
Cell: (780) 260-0349  
Email: [jkitz@mesl.ca](mailto:jkitz@mesl.ca)

The Bidder is encouraged to submit questions as early as possible during the tendering period.

## 1.13 Interpretation and Revision of Tender Documents

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

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

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

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

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

## 1.14 Addenda

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

During the tendering period, all addenda issued by the Owner will be posted and available for free download via the Alberta Purchasing Connection Website ([www.purchasingconnection.ca](http://www.purchasingconnection.ca)) or by emailing a request for such to [jkitz@mesl.ca](mailto:jkitz@mesl.ca).

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

## 1.15 Withdrawal or Change of Tender

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### 1.15.1 Withdrawal of Tender Submission

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

### 1.15.2 No Withdrawal

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

- I. some other Bidder has entered into a Contract with the Owner for the performance of the project specified in these tender documents and provided the required security and evidence of insurance coverage in accordance with *General Specifications 1.2.3, Security and 1.2.4, Insurance*, which must be satisfactory to the Owner and in compliance with *Tender Forms 2.4.2, Tender Security*, or
- II. thirty-five (35) calendar days after the time fixed for receiving tenders unless the Owner has notified the bidder that they are the successful bidder;

whichever occurs first.

The 35 day acceptance period referred to above will commence at 11:59:00 pm of the date of tender closing and will terminate at 11:59:00 pm of the 35<sup>th</sup> day thereafter. If the 35<sup>th</sup> day falls on a weekend or statutory holiday, such day(s) will be omitted from the computation.

### 1.15.3 Changes to Tender Submissions

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A Bidder wishing to make changes to its tender before the time set for receiving tenders may withdraw the tender submission and the modified tender may then be resubmitted in compliance with *Instructions to Bidders Section 1.1, Conditions for Tender Submission*, up to the tender Closing Date and Time. Bidders are advised that requests for withdrawal of tender submissions must comply with *Instructions to Bidders Section 1.15, Withdrawal of Tender Submission*.

If the changes to its tender are only an amendment to the unit price schedule, the Bidder may send a completed copy of the *Tender Amendment Form* from *Tender Forms Section 2.7* included in the tender document to the email address as shown on the Tender Amendment Form. The email subject title shall contain the following: **“Tender No. 02-2025 – Tender Amendment – Name of Bidder”**.

To be acceptable, the form must be completed in full including the legal name of the Bidder and the changes to be made, and it must be signed by an authorized officer of the Bidder and received before the tender Closing Date and Time in accordance with the *Instructions to Bidders Section 1.1 Conditions for Tender Submission*. The form must also be submitted in an unprotected searchable portable document format (PDF).

The Bidder is responsible for ensuring its modifications are received before the tender Closing Date and Time are legible, clear as to the intent, unambiguous, and comply with the terms of the tender document. Failure of the Bidder to do the foregoing will render these modifications null and void. The Owner assumes no responsibility or liability for the content of modifications, or for modifications that are, for any reason, delayed, illegible, unclear as to intent, ambiguous, contrary to these instructions, or otherwise improperly received. The Owner, at its sole discretion, may reject modifications in accordance with the terms of the *Tender Amendment Form* or may reject the tender in accordance with *Instructions to Bidders Section 1.6, Rejection of Tenders*, or both.

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

The *Tender Amendment Form*, if applicable, must be completed by identifying only the changes required:

a) Unit Price Changes

For bid items where the Bidder is required to provide a unit price, show the amount of the change to the unit price in the “Unit Price Changes + or -” column, and the total for each change in the “Net Change to Total Bid + or -” column. Use the estimated quantity as it appears in the unit price schedule as the estimated quantity in the *Tender Amendment Form*.

In case of discrepancy, the change to the unit price figure in the “Unit Price Changes + or -” column will take precedence over the total change in the “Net Change to Total Bid” column;

b) Lump Sum Changes

For bid items where the Bidder is required to provide a lump sum, leave a blank space in the “Unit Price Changes + or -” column, and enter the amount of the lump sum change in the “Net Change to Total Bid + or -” column; and

c) Net Change to Total Bid

Show the sum of all items in the “Net Change to Total Bid + or -” column in the space after “Increase (+) or Reduce (-) Total Tender By”.

If arithmetical errors are discovered, the changed estimated quantities or unit prices, as applicable, will be considered as representing the Bidder's intentions; and the net change to total bid price extensions and the change to total tender amount entered in the *Tender Amendment Form* will be corrected accordingly by the Owner. The Bidder will be bound to such corrected amounts.

## 1.16 Tender Validation

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The Owner will check the completeness and accuracy of all Bidders' tender submissions in order to determine the lowest compliant bid.

Extensions to unit price items entered in the unit price schedule will be verified by the Owner. If arithmetical errors are discovered, then the unit prices will be considered as representing the Bidder's intentions; and the unit price extensions and the Total Tender amount in the unit price schedule will be corrected accordingly by the Owner. The Bidder will be bound to such corrected amounts.

If a unit price is not filled in by the Bidder for an item, but an amount is stated in the Total Bid column, then the Owner will determine the unit price by dividing the extended amount by the estimated quantity and this unit price value will be considered as representing the Bidder's intentions.

The Total Tender will be the arithmetically correct sum of the arithmetically correct total bid extensions and lump sums in the unit price schedule.

## 1.17 Posting of Tender Results and Award Information

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Tender results and award information will be made available on the Alberta Purchasing Connection website.

## 1.18 Information Disclosure

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The Bidder acknowledges that:

- a) The Freedom of Information and Protection of Privacy Act of Alberta ("FOIP Act") applies to all information and records relating to, or obtained, generated, created, collected or provided under, the tender documents and which are in the custody or under the control of the Owner. The FOIP Act allows any person a right of access to records in the Owner's custody or control, subject to limited and specific exceptions as set out in the FOIP Act; and
- b) If Personal Information, as defined in the FOIP Act, is expressly required in the tender documents, the purpose of collecting the Personal Information is to enable the Owner to ensure the accuracy and reliability of the information, to evaluate the tender, and for other related purposes of the Owner. Authority for this collection is the Government Organization Act (Alberta), as amended from time to time and section 33 (c) of the FOIP Act. Before disclosing to the Owner any Personal Information about any individual who is providing or will provide the services, the Bidder shall obtain the consent of the affected individual. The consent must be in writing, and it must specify to whom the Personal Information can be disclosed; and how the Personal Information can be used. The Bidder shall provide such consents to the Owner for confirmation and review upon the Owner's request.

## 1.19 Confidentiality

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Subject to *Instructions to Bidders Section 1.18, Information Disclosure*, the Bidder and their employees, subcontractors, and agents shall:

- a. keep strictly confidential all information concerning the Owner or third parties, or any of the business or activities of the Owner or third parties acquired as a result of participation in this tender process; and
- b. only use, copy or disclose such information as necessary for the purpose of submitting a tender or upon written authorization from the Owner.

The Bidder shall maintain security standards, including control of access to data and other information consistent with the highest standards of business practice in the industry.

No press release or other public announcement relating to this tender shall be issued without the prior written consent of the Owner.

If a Bidder becomes aware of any situation whereby a breach of confidentiality may have or has occurred, the Bidder shall notify and provide details to the Owner contact shown in the *Instructions to Bidders Section 1.12, Project Inquiries* as soon as practicable. The Bidder shall cooperate with the Owner with respect to any directions provided.

## 1.20 Canadian Free Trade Agreement and New West Partnership

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

## 1.21 Conflict of Interest

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Bidders must fully disclose to the contact listed in the *Instructions to Bidders Section 1.12, Project Inquiries*, in writing, the circumstances of any actual, possible or perceived conflict of interest in relation to the Bidder or any employee, sub-contractor or agent, if the Bidder were to become the Contractor pursuant to this tender process. The Owner will review any submissions by Bidders under this provision and may reject any tender where, in the opinion of the Owner, the Bidder or any, employee, sub-contractor or agent is, could be, or could be perceived to be in a conflict of interest if the Bidder were to become the Contractor pursuant to this tender process.



## 1.22 Governing Law

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

## 1.23 Language

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

## 1.24 Contract Award

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

## 1.25 Signed Contract Package

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The contract forms and any other applicable forms will be completed by the successful Bidder and included in the signed Contract. Prior to commencement of any activities and at any other time requested by the Owner, the successful Bidder must provide its security and proof of insurance, satisfactory to the Owner. The contract is included in this tender package.

## 1.26 Specifications, Special Provisions and Standards, Hierarchy of Documents

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The Alberta Transportation Specification, Specification Amendment, and select Drawing manuals referenced herein can be purchased separately from:

Alberta Transportation  
Program Management Branch  
Suite 100, 1<sup>st</sup> Floor, Twin Atria Building  
4999 – 98 Avenue  
Edmonton, AB, T6B 2X3  
Telephone: (780) 415-1068

Alternatively, the documents may be viewed on-line on the Government of Alberta's web site.

The following documents apply to this *Instructions to Bidders*. These documents can be found either in the tender documents or on the Government of Alberta's website. General Specifications are found in *General Specifications and Specification Amendments for Highway and Bridge Construction*. Specification Amendments are included both in Section 5 of the tender documents and in the *General Specifications and Specification Amendments for Highway and Bridge Construction*. In the event of discrepancies, the hierarchy of documents is as follows, in descending order:

- Instructions to Bidders
- Special Provisions
- Project specific construction plans
- Standard construction plans
- Specification Amendments
- Supplemental Specifications
- General Specifications
- Standard Construction Specifications

In the event of a difference between scaled dimensions on Plans and the figures written thereon, the figures govern. In the event that two or more plans show conflicting information, the information on the most recently dated plan govern.

Any technical and manufacturer's standard, Government Act, Regulation, or Code of Practice referred to in the Contract documents will be a reference to the version current at the time the Contract is awarded.

## 2 TENDER FORMS

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### 2.1 Tender for Construction

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To the Director of Public Works and Transportation, of the Municipal District of Opportunity No. 17 of the Province of Alberta:

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(Legal Name of Bidder)

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

#### **2025 Roadway Line Painting Program**

##### **Schedule “A” – Painted by June 15**

Wabasca, Red Earth Creek, Calling Lake & Sandy Lake

##### **Schedule “B” – Painted between September 1 and September 30**

Wabasca, Red Earth Creek, Calling Lake & Sandy Lake

#### **Roadway Line Painting**

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

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

2.2 Unit Price Schedule “A” – Painted by June 15

Item No.	Description	Estimated Quantity		Unit Price		Total Bid
1	Wabasca Roadway Lines – Supplying Paint and Painting <i>Single Directional Dividing Line and Two Edge Lines (7.2)</i>	24.2	km	\$ _____	per kilometer	\$ _____
2	Wabasca Roadway Lines - Supplying Paint and Painting <i>Single Directional Dividing Line (7.2)</i>	2.3	km	\$ _____	per kilometer	\$ _____
3	Wabasca Roadway Lines - Supplying Paint and Painting <i>Single Directional Dividing Line and Edge Line and Double Edge Line (Walking Path) (7.2) (Special Provision)</i>	10.2	km	\$ _____	per kilometer	\$ _____
4	Wabasca Intersection Lines Intersection Lines – Supplying Paint and Painting <i>(7.2) (Special Provision) (As Detailed)</i>	Lump Sum		-		\$ _____
5	Wabasca Opportunity Drive Roadway Lines - Supplying Paint and Painting <i>(7.2) (Special Provision) (As Detailed)</i>	Lump Sum		-		\$ _____
6	Red Earth Creek Roadway Lines – Supplying Paint and Painting <i>Single Directional Dividing Line and Two Edge Lines (7.2)</i>	18.0	km	\$ _____	per kilometer	\$ _____
7	Calling Lake Roadway Lines – Supplying Paint and Painting <i>Single Directional Dividing Line and Two Edge Lines (7.2)</i>	16.4	km	\$ _____	per kilometer	\$ _____
8	Calling Lake Roadway Lines - Supplying Paint and Painting <i>Single Directional Dividing Line (7.2)</i>	0.2	km	\$ _____	per kilometer	\$ _____
9	Sandy Lake Roadway Lines – Supplying Paint and Painting <i>Single Directional Dividing Line and Two Edge Lines (7.2)</i>	0.9	km	\$ _____	per kilometer	\$ _____
<b>Sub Total in Canadian dollars excluding GST - Schedule 'A'</b>						\$ _____

2.3 Unit Price Schedule “B” – Painted between September 1 and September 30

Item No.	Description	Estimated Quantity		Unit Price		Total Bid
1	Wabasca Roadway Lines – Supplying Paint and Painting <i>Single Directional Dividing Line and Two Edge Lines (7.2)</i>	24.2	km	\$ _____	per kilometer	\$ _____
2	Wabasca Roadway Lines - Supplying Paint and Painting <i>Single Directional Dividing Line (7.2)</i>	2.3	km	\$ _____	per kilometer	\$ _____
3	Wabasca Roadway Lines - Supplying Paint and Painting <i>Single Directional Dividing Line and Edge Line and Double Edge Line (Walking Path) (7.2) (Special Provision)</i>	10.2	km	\$ _____	per kilometer	\$ _____
4	Wabasca Intersection Lines Intersection Lines – Supplying Paint and Painting <i>(7.2) (Special Provision) (As Detailed)</i>	Lump Sum		-		\$ _____
5	Wabasca Opportunity Drive Roadway Lines - Supplying Paint and Painting <i>(7.2) (Special Provision) (As Detailed)</i>	Lump Sum		-		\$ _____
6	Red Earth Creek Roadway Lines – Supplying Paint and Painting <i>Single Directional Dividing Line and Two Edge Lines (7.2)</i>	18.0	km	\$ _____	per kilometer	\$ _____
7	Calling Lake Roadway Lines – Supplying Paint and Painting <i>Single Directional Dividing Line and Two Edge Lines (7.2)</i>	16.4	km	\$ _____	per kilometer	\$ _____
8	Calling Lake Roadway Lines - Supplying Paint and Painting <i>Single Directional Dividing Line (7.2)</i>	0.2	km	\$ _____	per kilometer	\$ _____
9	Sandy Lake Roadway Lines – Supplying Paint and Painting <i>Single Directional Dividing Line and Two Edge Lines (7.2)</i>	0.9	km	\$ _____	per kilometer	\$ _____
<b>Sub Total in Canadian dollars excluding GST - Schedule 'B'</b>						\$ _____

**SUB TOTAL SCHEDULE 'A'** \$ \_\_\_\_\_

**SUB TOTAL SCHEDULE 'B'** \$ \_\_\_\_\_

**TOTAL TENDER (in CAD excluding GST)** \$ \_\_\_\_\_

## 2.4 Tender Agreement

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### 2.4.1 Rejection/Acceptance

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

### 2.4.2 Tender Security

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The undersigned encloses herewith as tender security a verifiable bid bond in a digital format made out to the Municipal District of Opportunity No. 17, for \_\_\_\_\_ and the undersigned hereby agrees that should he refuse or fail after the Contract is received, and the Contract is received when opened if delivered by e-mail, or when delivered if using any other means:

- (a) within seven (7) calendar days, to sign and return the Contract to the Owner for the performance of the Work and/or the supplying of material covered by this tender, and
- (b) within fourteen (14) calendar days, to provide the required security and evidence of insurance coverage in accordance with *General Specifications 1.2.3, Security* and *1.2.4, Insurance*, satisfactory to the Owner

the tender Security is subject to forfeiture to the Owner, and if a Contract for the project(s) is then entered into with some other party for a greater amount, the Bidder is liable to the Owner in the amount equal to the difference between the amount of its tender and the amount of the Contract actually entered into, the maximum liability not exceeding the amount of the tender security required under *Instructions to Bidders Section 1.5.6, Security*.

### 2.4.3 Tender Withdrawal

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

- i) some other party has entered into a Contract with the Owner for the performance of the project specified in the tender documents, and provided the required security and evidence of insurance coverage in accordance with *General Specifications 1.2.3, Security* and *1.2.4, Insurance*, which must be satisfactory to the Owner per *Instructions to Bidders Section 1.5.6, Security*, or
- ii) thirty-five (35) calendar days after the time fixed for receiving this tender unless the Owner has notified them that they are the successful Bidder, whichever first occurs.

The 35 day acceptance period referred to above will commence at 11:59:00 pm of the Closing Date will terminate at 11:59:00 pm of the 35<sup>th</sup> day thereafter. If the 35<sup>th</sup> day falls on a weekend or statutory holiday, such day(s) will be omitted from the computation.

## 2.4.4 Workers Compensation

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Proof of 'Account Established' with WCB will be required prior to entering into a contract with the successful bidder.

## 2.4.5 Insurance

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Insurance is required as per the *General Specifications Section 1.2.4, Insurance*.

The contractor shall provide the Consultant with a certified true copy of such prior to execution of the contract.

## 2.5 Contract

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Should this Tender be accepted, the undersigned agrees to enter into written agreement with the Municipal District of Opportunity No. 17 for the faithful performance of the works covered by this Tender, in accordance with the said plans and specifications.

Schedule 'A' shall be completed in its entirety on or before **June 15, 2025** and Schedule 'B' shall be completed in its entirety between September 1, 2025 and **September 30, 2025**. Failure to complete this work by the specified date may result in the assessment of damages for delay at the rate of **\$300.00** per day per Schedule until the contract is accepted as completed by the Consultant.



2.6 Tender Signing

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NAME AND ADDRESS OF BIDDER:

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TELEPHONE:

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E-MAIL ADDRESS:

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SIGNATURE OF AUTHORIZED  
REPRESENTATIVE(S):

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NAME AND TITLE OF AUTHORIZED  
REPRESENTATIVE(S):

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2.7 Tender Amendment Form

I, \_\_\_\_\_ the undersigned, modify the  
(Legal Name of Bidder)  
unit price schedule for our tender as shown in the following table:

<b>UNIT PRICE SCHEDULE CHANGES</b>				
Replacing previous Unit Price Schedule changes				
<b>Item No.</b>	<b>Description (List bid items that require change to unit price or lump sum)</b>	<b>Estimated Quantity <sup>(a)</sup></b>	<b>Unit Price Changes <sup>(b)</sup> + or -</b>	<b>Net Change to Total Bid <sup>(c)</sup> + or -</b>
<b>Increase (+) or Reduce (-) Total Tender By</b>				

- (a) For unit price or lump sum items state the estimated quantity as it appears in the unit price schedule.
- (b) For lump sum items leave “Unit Price Changes + or -” column blank.
- (c) For lump sum items enter + or - the change amount in the “Net Change to Total Bid + or -”.
- (d) If required, additional amendment items may be added or attached to this form.

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

We also acknowledge and agree that:

1. This change supersedes all previous changes including those to other bid items. Previously submitted changes are null and void.
2. We accept full responsibility for any lack of confidentiality arising from the use of this process.

3. Failure of these modifications to be received, on time, legibly, clear as to intent, unambiguously, accurately or completely for any reason will render these modifications null and void.

I am authorized to bind the Bidder:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Send by email to [kimball.newberry@mdopportunity.ab.ca](mailto:kimball.newberry@mdopportunity.ab.ca).

(Include in email subject line: "Tender No. 02-2025 – Tender Amendment – Name of Bidder")

### 3 CONTRACT

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#### 3.1 Agreement

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THIS Agreement made and concluded in triplicate as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the **Municipal District of Opportunity No. 17** (hereinafter called the “**Owner**”) of the first part and \_\_\_\_\_ of the City of \_\_\_\_\_ in the Province of \_\_\_\_\_ (hereinafter called “the **Contractor**”) of the second part.

The Owner and the Contractor agree as follows:

- 3.1 Contract means this written agreement and subsequent amendments made in accordance with the provisions of the Contract, the *General Specifications and Specification Amendments for Highway and Bridge Construction, Edition 16, 2019* (hereinafter called the “*General Specifications and Specification Amendments for Highway and Bridge Construction*” or “*General Specifications*”), the Tender Forms, all addenda issued related to this Tender, Contract Forms, Plans and Specifications required to complete the Project and the contract documents listed in *Contract Forms Section 3.2, Contract Documents* of this written agreement.
- 3.2 The Plans, Specifications, Work, and Project referred to above are defined in the Definitions portion of the *General Specifications and Specification Amendments for Highway and Bridge Construction*.
- 3.3 The Contractor shall perform the Work required by the Contract for:

### **2025 Roadway Line Painting Program**

#### **Schedule “A” – Painted by June 15**

Wabasca, Red Earth Creek, Calling Lake & Sandy Lake

#### **Schedule “B” – Painted between September 1 and September 30**

Wabasca, Red Earth Creek, Calling Lake & Sandy Lake

### **Roadway Line Painting**

in strict accordance with the plans and specifications of said work hereto attached, and to deliver the same over, complete and fully finished in every particular to the **Municipality** on or before **September 30, 2025**.

### 3.2 Contract Documents

---

The Contractor must, as conditions precedent to this Contract, deliver to the Owner within twenty-one (21) calendar days after the Contract is presented (hand delivered, sent by registered mail or couriered):

1. Security, to the satisfaction of the Owner, set out in *General Specification 1.2.3, Security*;
2. Evidence, to the satisfaction of the Owner, of compliance with insurance requirements set out in *General Specification 1.2.4, Insurance*;

failing which, this Contract shall not come into effect and shall not create legal obligations.

The Contract also includes all of the documents listed below when submitted by the Contractor:

- Statutory declaration
- Insurance
- Security

### 3.3 Payment

---

The Owner shall make payments in Canadian funds to the Contractor for the actual Work completed including materials in place at the unit prices stated in the Contractor's *Tender Forms* and in accordance with the payment conditions and other applicable provisions of the Contract.

### 3.4 Compliance

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The Contractor shall comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Contractor in performing the Work.

### 3.5 General Terms

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- 3.5.1 Time is of the essence of this Contract.

- 3.5.2 This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
- 3.5.3 Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
- 3.5.4 The rights and remedies of the Owner under this Contract are cumulative and any one or more may be exercised.
- 3.5.5 The Parties may amend this Contract only by mutual written agreement signed by the parties.
- 3.5.6 This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
- 3.5.7 This Contract shall be for the benefit of and binds the successors and assigns of the parties.
- 3.5.8 The headings in this Contract are inserted for convenience or reference only and shall not affect the meaning or construction of this Contract.
- 3.5.9 In this Contract words in the singular include the plural and words in the plural include the singular.

3.6 Addresses of Parties

Notices or communications required or desired to be given pursuant to this Contract may be given to the Owner by delivery to or by mail or e-mail addressed:

Name: Kimball Newberry, HET  
Phone: 780-891-3778

Title: Director of Transportation and Public Works  
E-mail: [kimball.newberry@mdopportunity.ab.ca](mailto:kimball.newberry@mdopportunity.ab.ca)

Notices or communications required or desired to be given pursuant to this Contract may be given to the Contractor by delivery to or by mail or e-mail addressed:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Either party may change its address by advising the other party in writing. Proof of the giving of any notice not sent by registered mail shall be on the party giving the same. Notices mailed shall be deemed to have been given at the time they would be delivered in the ordinary course of mailing.

The Contractor and Owner, as set out below, have signed and sealed this Agreement.

**Municipal District of Opportunity No. 17**

Per:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

Per:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 4 SPECIAL PROVISIONS

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### 4.1.1 Definitions

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The word “Owner” or “Department” shall mean the Municipal District of Opportunity No. 17.

The word “Minister” shall mean the person holding the position or acting in the capacity of the Director of Public Works and Transportation for the Municipal District of Opportunity No. 17 or their duly appointed representative.

## 4.2 Standard Specifications, Specification Amendments and Typical Drawings

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### 4.2.1 Alberta Transportation and Economic Corridors Name Change

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

### 4.2.2 Transition of the Crown

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All instances of Her Majesty the Queen are deleted and replaced with His Majesty the King.

### 4.2.3 Standard Specifications for Highway and Bridge Construction Work

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#### 4.2.3.1 General

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

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

which are available for viewing and/or download from the Government of Alberta’s website.



#### 4.2.3.2 Contract Type

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In accordance with *General Specifications Sections 1.2.39, Adjustment of Completion Dates, 1.2.40, Failure to Complete on Time, and 1.2.43, Seasonal or Prolonged Shutdown*, this Contract will be considered a Roadway Contract.

#### 4.2.4 Additional Specifications and Typical Drawings

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

- Typical minimum requirements for traffic accommodation and construction zone temporary signing are included in the manual entitled "Traffic Accommodation in Work Zones Manual, 2nd Edition, 2018". <https://www.alberta.ca/traffic-accommodation-in-work-zones.aspx>

It may be necessary for the Contractor to modify these drawings and/or develop new drawings to address non-typical situations when developing the Traffic Accommodation Strategy in accordance with *Standard Specifications for Highway Construction Section 7.1, Traffic Accommodation and Temporary Signing*.

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

Hard copy versions of select manuals are available for purchase from Alberta Transportation and Economic Corridors, Procurement, Operations and Grants Branch, Suite 303, 3<sup>rd</sup> Floor, Twin Atria Building, 4999 – 98 Avenue, Edmonton, AB, T6B 2X3 Telephone: (780) 415-1068.

Bidders are advised that, from time to time, the Government of Alberta may issue revisions to existing drawings, and/or may insert drawings into the above mentioned manuals without re-printing hard-copy editions of the manual. These new and/or revised drawings will be available on the Government of Alberta's web site.

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

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

#### 4.2.5 Specification Amendments

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

<b>AMENDMENTS TO SPECIFICATIONS</b>		
✓	<b>Designation</b>	<b>General Description</b>
<b>SECTION 1 – GENERAL SPECIFICATIONS</b>		
	AMC_C125.2	Priority Line Painting for Site Occupancy
	AMC_C125.3	Non-Priority Line Painting for Site Occupancy
	AMC_S53.1	Construction Staking and Survey Majority by Contractor
✓	AMC_S53.2	Construction Staking and Survey Majority by Consultant
	AMC_S53.3	Construction Staking and Survey for Bridge Construction
	AMC_C230	Diesel Fuel Cost Adjustment
<b>SECTION 3 – SURFACING</b>		
	AMC_S116	Tolerances for Surface Finish
	AMC_S201	Acceptance Testing for Contracts with Small Quantities (less than 1,000 tonnes) of Asphalt Concrete Pavement (ACP)
<b>SECTION 5 – MATERIALS</b>		
	AMC_S9.4	Supply of Aggregate – Contractor's Supply With Option
	AMC_S9.5	Supply of Aggregate – Contractor's Supply with No Option
	AMC_S9.6	Supply of Aggregate – Designated Source
	AMC_S218	Interim Payment for Supply of Materials
<b>BRIDGE CONSTRUCTION SPECIFICATIONS</b>		

AMENDMENTS TO SPECIFICATIONS		
✓	Designation	General Description
	AMC_B020	Site Offices for Bridge Structure Construction Not Required
	AMC_B219	Course of Construction Insurance is Optional

### 4.3 Available Information Documents

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#### 4.3.1 Information Documents

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

In the Information Documents, “Contractor” is synonymous with “Bidder”.

#### 4.3.2 Status of Information Documents

---

Information Documents or any part thereof, are not incorporated into or form any part of the Contract unless specifically incorporated into Contract Documents as set out in *Special Provisions 4.3.4, Information Documents Incorporated into Contract Documents*.

#### 4.3.3 Use of and Reliance upon Information Documents

---

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

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

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

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

The Bidder may only rely upon the data contained in the Information Documents, or parts thereof, which are specifically incorporated into Contract documents in *Special Provisions Section 4.3.4*,

*Information Documents Incorporated into Contract Documents* below, if any, but shall draw their own conclusions from such data and shall not rely on the opinions or interpretations contained therein.

#### 4.3.4 Information Documents Incorporated into Contract Documents

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There are no Information Documents incorporated into the Contract Documents.

#### 4.3.5 Other Information Documents

---

There are no Information Documents not incorporated into the Contract documents or made available to the Contractor for information only.

#### 4.4 Consultant

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The Consultant, as defined in *General Specifications Section 1.1.7, Consultant*; and as referenced in the specifications, will be:

Milestone Engineering Services Ltd.  
P.O. Box 458  
2195 Mistassiniy Road North  
Wabasca, AB, T0G 2K0  
Telephone: (780) 891-0389

#### 4.5 Scope of Work

---

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

- Roadway line painting at various locations in the Hamlets of Wabasca, Red Earth Creek, Calling Lake and Sandy Lake.

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

## 4.6 Single Directional Dividing Line and Edge Line and Double Edge Line (Walking Path)

---

Partridge Street, Grasshead Street, Mistassiniy Road South, Waskway Drive, and Mamawintowin Drive in Wabasca are to be painted with a **Double Solid White Line** on one side of the road to allow for a 2 m wide walking path.

## 4.7 Wabasca Intersection Lines

---

The intersections on Mistassiniy Road South and Airport Road in Wabasca are detailed on the attached drawings. The contractor shall paint the intersection lines in accordance with the drawings attached in this Tender document. These are Lump Sum bid items; all the lengths and dimensions are shown for each intersection in the applicable drawings.

## 4.8 Opportunity Drive

---

Opportunity Drive in Wabasca shall be painted according to the drawing attached in this Tender document. This is a Lump Sum bid item and shall include all lines detailed in the drawing.

## 4.9 Pre-Sweeping

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The MD will pre-sweep all roads prior to being painted. **The Contractor shall contact Julie Kitz with Milestone Engineering Services Ltd. at (780) 260-0349 or by e-mail at jkitz@mesl.ca a minimum of 5 full working days of dry weather prior to commencing painting in each Hamlet.** If a rain event occurs between sweeping and painting the 5 days' notice will again be required.

## 4.10 Completion Date

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Schedule 'A' shall be completed in its entirety on or before **June 15, 2025** and Schedule 'B' shall be completed in its entirety between September 1, 2025 and **September 30, 2025**.

## 4.11 Failure to Complete on Time

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Damages for delay for failure to complete on time will be assessed at **\$300** (three hundred dollars) per day per Schedule.

#### 4.12 Accommodation of Traffic

---

In addition to the requirements of *Standard Specifications for Highway Construction Section 7.1, Traffic Accommodation and Temporary Signing* the Contractor shall:

- Provide the required number of flag persons during all periods of active equipment operations which may affect normal traffic operations,
- Control their operations to ensure normal school bus operations are not interfered with,
- Ensure uninterrupted access to developments along the project,
- Obtain prior approval from the Consultant before changing or disrupting existing accesses and road crossings, and

The Owner reserves the right to modify the Contractors operations if, in the opinion of the Consultant, traffic is being unduly hindered.

**The Contractor shall be required to provide the Consultant with a Traffic Accommodation Strategy prior to commencing operations.**

## 5 SPECIFICATION AMENDMENTS

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### 5.1 Amendment to Specification 1.2, General, Re: Insurance

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*General Specifications Section 1.2.4, Insurance* shall be modified to require the inclusion of the Owner and Milestone Engineering Services Ltd. as additional insured for this project.

### 5.2 Amendment to Specification 1.2, General, Re: Claims and Dispute Resolution

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Delete the contents of *General Specifications Section 1.2.57.1.2, Resolution of Claims*, Paragraph 4 and replace with:

The Parties shall make bona fide efforts to resolve a claim and the Work shall proceed without delay during the claims resolution process. This shall include both parties actively participating in the resolution of the claim, neither of whom may delegate the resolution of the claim to another party. Attempts to resolve claims shall sequentially follow the administrative review structure as follows:

1. Consultant – Project Engineer
2. The Director of Public Works & Transportation for the Municipal District of Opportunity No. 17

## 6 PLANS

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The following plans included in this contract, shall form part of the Contract documents:

<b>Plan Number</b>	<b>Plan Type and Description</b>
2410113 - C101	Hamlet of Wabasca – Location Map
2410113 - C102	Hamlet of Red Earth Creek – Location Map
2410113 - C103	Hamlet of Calling Lake – Location Map
2410113 - C104	Hamlet of Sandy Lake – Location Map
2410113 - C105	Wabasca Airport Road – Overall Plan
2410113 - C106	Wabasca Airport Road – Details
2410113 - C107	Wabasca Opportunity Drive - Details
2410113 - C108	Wabasca Mistassiniy Road South Intersection – Details

Contractors are advised that drawings issued for tender are photocopy reproductions and, due to file conversion and/or reproduction variations, scaling off of these drawings shall not be relied upon as accurate.



**7 ADDENDA**

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