

Administrative Procedure 515

FACILITIES AND MAINTENANCE TENDERING

Background

Golden Hills School Division believes in purchasing goods and services at competitive prices, treating suppliers fairly and objectively and seeking maximum value through purchasing practices. The process of tendering best achieves the division's objectives when projects pertaining to facility construction, modernization, renovation and maintenance are of significant monetary value. It is recognized; however, that tendering is a time consuming process and therefore it is not necessary for all purchases of goods and services to be tendered.

Procedures

1. School building projects as defined in s.1 of *The School Act* shall be tendered in compliance with Alberta Regulations All Projects over \$200,000 will require Alberta Infrastructure Contract Review Committee's approval prior to an award of contract by the school jurisdiction.
- 2.
3. Projects requiring tendering shall be posted to *the Division's* website in a timely way.
4. The Division shall receive tenders at a location specified by the Secretary-Treasurer up to the time and date specified on the tender documents.
5. After the tender closing time and date, the Secretary-Treasurer or designate shall open the tenders in public at a time, date and location specified in the tender documents. Each bidder's company name and total bid shall be read audibly.

Type	Tendering Required	Form
Less than \$5,000	No	N/A
\$5,000 - \$25,000	No	Form 515-1 Facilities Bid and Contract Form (attached) ask Don and Bevan
Construction - \$200,000 or more	Yes	
Goods and Services - \$100,000 or more	Yes	
School building projects as defined in the School Act	Yes	Based on technical documents provided by the Division

Reference: Section 60, 61, 80, 121, 204 The School Act
School Buildings and Tendering Regulation 383/88
British Columbia – Alberta trade, Investment, and Labour Mobility Agreement

Instructions to Bidders

- Read this Bid and Contract Form, including the General Conditions of Contract on page 2, and any supplemental documents attached to this form (the "Contract Documents").
- Submit your bid by completing Part 6 of this form and submitting the form to the bid submission location before the bid closing date and time. Type or print legibly. Bids may be hand-delivered, couriered, mailed or faxed to the bid submission location. You are invited to be present at the bid opening.
- The lowest or any bid may not necessarily be accepted. We reserve the right to reject any and all bids.
- A legally binding contract will result if and when Part 7 of this form is completed by us and a copy is returned to you.
- Contact the contact person if you need more information.

1. Important Dates and Times

Date Invitation Issued	Site Visit Date and Time	Bid Closing Date and Time	Work Completion Date
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2. Bid Submission Location

Name and Address	Fax:
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3. Contact Person

Name	Phone: E-mail:
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4. Identification of Project and Location of the Work

Title	School Name	Municipal Address
School contact person		

5. Description of Work (the "Work")

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6. Bid

<p>We, the undersigned, having read the Contract Documents and having visited the site and examined all conditions affecting the Work, hereby bid and agree to carry out the Work, by the specified completion date, for the stipulated price, including GST, of:</p> <p>\$ _____</p>
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(the "Contract Price")	
Bidder's Full Name and Address ("the Contractor")	Executed _____ day of _____, _____
	Authorized Representative (signature)

	(Type or Print Name) _____ Witness or Seal

7. Bid Acceptance

Accepted and executed _____ day of _____ this _____, _____ by an authorized representative of the Golden Hills School Division #75.	
Signature _____	Witness's Signature _____
Name and Title _____	

1. Materials and Labour

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

2. Independent Contractor

You are an independent contractor in the performance of this contract. No employer/employee relationship will be created between us and you, or between us and your employees, subcontractors or agents. No rights, privileges, benefits or compensation, other than those which are expressly set out in the contract, will apply to you.

3. Assignment

You will not assign this contract, in whole or part, nor sublet this contract as a whole, without our written consent, which consent will be at our sole discretion.

4. Termination

We may, by giving a written notice of termination to you, terminate this contract at any time.

5. Subcontracts

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

6. The contract price shall include the G.S.T.**7. Protection of Work and Property**

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

8. Hold Harmless Agreement

You will indemnify and hold GHSD#75 harmless from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which you are legally responsible, including those arising out of negligence or willful acts by you or your employees or agents. This hold harmless provision will survive the contract.

9. Insurance

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

10. Regulatory Requirements

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

11. Cleaning

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

12. Contract Time

Time is of the essence of the contract. You will perform the Work expeditiously and with adequate forces to complete the Work by the completion time specified. The contract completion date is firm unless changes have been issued in writing.

13. Product Options and Substitutions

1. For products specified by non-proprietary specifications, you will select any product, by any manufacturer, which meets requirements of the contract.
2. For products specified by proprietary specifications and accompanied by words indicating that substitutions will not be accepted, you will select only products or manufacturers named. Substitutions are not permitted.
3. Except where substitutions are not permitted, when a product is specified by proprietary specifications, we will accept unnamed products, subject to such substitutions being the same generic type as, being capable of performing the same functions as, and meeting or exceeding the standards of quality and performance of the named product. Substitutions must not require revisions to the contract.

14. Warranty

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

15. Changes in the Work

We may order changes in the Work by means of a written change order. You will not proceed with any change in the Work without a written change order.

16. Valuation of Changes

The value of a change, and the change in Contract Price, will be as agreed upon in writing between us and you, before we order you to proceed with the change in the Work.

17. Payment

Unless otherwise agreed between us and you, we will make one lump sum payment upon:

1. completion of the Work to our satisfaction, including correction of deficiencies, and
2. receipt of an invoice in the amount of the Contract Price.

18. Claims and Disputes

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

19. Right of Review

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

This Master Specification Section contains:

1. This Section Cover Page
2. Facilities Bid and Contract Form (Page 1 of 2)
3. General Conditions of Contract (Page 2 of 2)

Instructions to Users

- This simple two page form (one 8 ½ x 14 page if printed on both sides) may be used where appropriate to obtain bids and create a **stipulated price** contract for minor works contracts that meet the following criteria:
 - **The estimated contract price is \$25,000 or less.**
 - Work by one or more construction or construction related trades are involved.
 - The work involves the supply of materials or equipment that will be permanently attached to the physical facility and the provision of labour for the installation or application (e.g. paving, landscaping, re-roofing, re-painting, re-carpeting, etc.).
 - The work will be performed under a contract entered into by the School Division and consequently is a "public work" as defined by the Public Works Act (Alberta).
 - The nature of the work and the contract is relatively uncomplicated.
 - The contract work exceeds \$5,000.
- Do **not** use this form of contract for :

- Maintenance or repair work involving primarily labour only and little or no supply of materials or equipment (e.g. landscape maintenance, elevator maintenance, window cleaning, etc.). The Supported Infrastructure Master Specification should be used for these contracts.
- Contracts for the supply only of materials or equipment.
- Contracts that are subject to the Builders' Lien Act (Alberta).
- Contracts based on a "cost plus" arrangement.
- Time based (e.g. hourly rate) contracts.
- Contracts where the Contractor is to be designated as "prime contactor" under the Occupational Health and Safety Act. The Supported Infrastructure Master Specification should be used for these contracts.
- Ensure Sections 1 through 5 are completely filled in before sending to bidders. Ensure the completion date is clearly defined and achievable.
- Hand deliver, courier, and e-mail or fax the two page form and any necessary attachments to prospective bidders (normally a minimum of three).
- Upon receipt of bids, complete all blanks in Part 7 of the lowest compliant bid and provide a copy to the successful bidder

NOTE: Do not include these instructions with tender documents