



**THE CITY OF CALGARY**

**GUIDELINES FOR THE  
PREPARATION OF  
TENDER DOCUMENTS  
FOR CONSTRUCTION  
PROJECTS**

**2013**

**THE CITY OF CALGARY**

**GUIDELINES FOR THE PREPARATION OF TENDER**

**DOCUMENTS FOR CONSTRUCTION CONTRACTS**

**(The “Guidelines”)**

Request for Tenders are one type of procurement tool utilized to competitively bid The City of Calgary construction requirements. Competitively bidding City projects is a mandatory requirement to comply with City Policy, the Agreement on Internal Trade (AIT) and the New West Partnership Trade Agreement between the Province of Alberta, the Province of British Columbia and the Province of Saskatchewan (NWPTA).

The purpose of these guidelines is to assist employees and consultants of The City of Calgary in their preparation of documents required to issue a Request for Tenders for a project funded by The City of Calgary and to assist with the administration of the resulting contract. The guidelines have been organized in a chronological format that is intended to be followed as a step-by-step guide from the preparation of the tender through to completion of the contract.

Documents and forms referred to in the guidelines are revised and updated from time to time and it is the responsibility of those preparing tenders to ensure they are using the most recent documents and forms. Refer to: [www.calgary.ca/bids](http://www.calgary.ca/bids).

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Please contact Supply Management if you are not sure whether you are using the right procurement strategy and most current documents or forms, or if you have any questions whatsoever relating to the tender process.

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Links to The City of Calgary Supply Chain Governance and Procurement Policies are located at: [www.calgary.ca/bids](http://www.calgary.ca/bids)

## IMPORTANT NOTICE

The following is a summary of revisions to the Guidelines 2013

<b>Section</b>	<b>Page Number or Section</b>	<b>Description</b>
00, 01	Standard Tender Documents	Revised
00, 01	Standard Documents and Forms	Revised
00, 01	Assembly of Tender Forms	Revised
1.2	Standard Documents and Forms	Revised
2.3 (II)	Review of Draft Tender Documents	Revised
2.4	Referrals and Questions	Revised
2.5	Tender Document Printing and Distribution	Revised
2.7.1	Tenders Utilizing Pre-Qualified Contractors	Revised
2.7.2	Tenders not Utilizing Pre-Qualified Contractors	New
2.9	Addenda	Revised
3	PREPARING TENDER FORMS	Revised
3.5	Tender Documents	Revised
3.5.00	List of Contents	Revised
3.5.02	Notice	Revised
3.5.02 (g)	Tender Enquiry Contacts	Revised
3.5.02 (h)	Pre-Tender Meeting	Revised
3.5.04 (a)	Special Conditions: "Open" Tender	Revised
3.5.04 (c)	Special Insurance	Revised
3.5.04 (d)	Course of Construction Insurance	Revised
3.5.04 (f)	Traffic	Revised
3.5.04 (g)	Special Conditions: Completion Dates	Revised
3.5.04 (o)	Special Conditions: Cash Allowance	Revised
3.5.04 (p)	Special Conditions: Length of Agreement	Revised
3.5.04 (r)	Special Conditions: Escalator Clauses	Revised
3.5.04 (s)	Permits, Licenses, Leasehold Improvements, "Title" and Access Agreements	Revised
3.5.04 (v)	Special Conditions: Sub - Contractors	Revised
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3.5.04 (aa)	Purchases in Foreign Currencies	Revised
3.5 04 (cc)	Special Conditions: Bid Validity	New
3.5 04 (dd)	Special Conditions: Additional Requirements	New
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3.5.17	Waiver Form	Revised
4.1	Closing and Awarding of Tenders	Revised
4.1 (c)	Closing of Tenders, Evaluation and Award Recommendation	Revised
4.1 (c)	Closing and Awarding of Tenders	Revised
4.2 (b)	Award Procedures	Revised
4.2 (f)	Award Procedures	Revised
4.2 (g)	Award Procedures	Revised
4.3	Contract Execution	Revised
4.4	Irrevocable Letter of Credit	Revised
5.6	Builder's Lien Act	Revised
5.7	Progress Certificates	Revised
5.7.1	Invoice Procedures	Revised
5.7.2	Release of Holdback procedure at Substantial Performance Stage	Revised
5.9.1	Drawings of Record	Revised

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### Standard Tender Documents

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- 03 Form of Tender
- 08 Separate Price Schedules
  - 08A Deletions
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- 09 Summary fro Form of Tender (Yellow Sheet)
- 10 Summary for Form of Tender – Alternate Bid
- 11 Bidder's Information Sheets
- 12 Contractor Environmental Acknowledgement Form
- 13 Prime Contractor Management Status
- 14 Bid Bond
- 15 Consent of Surety
  - 15A Consent of Surety to Furnish Contract Performance Bond
  - 15B Consent of Surety to Furnish Contract Performance Bond and Labour and Material Payment Bond
- 16 Performance Bonds
  - 16A Contract Performance Bind
  - 16B Labour and Material Payment Bond
- 17 Waiver Form
- 18 Memorandum of Agreement

**Note:** Standard Tender Documents (Package 1) are available at [www.calgary.ca/bids](http://www.calgary.ca/bids)

### 7.2 Contract Administration Forms (Formerly referred to as Package 2)

- A. Notice to Proceed
  - A1 Notice to Proceed – Legal Agreement
  - A2 Notice to Proceed – No Legal Agreement
- B. Acknowledgement of Prime Contractor Designation
- C. Project Emergency Contacts
- D. Detail Sheet for Unit Price Contract
- E. Progress Certificate
- F. Notice of Proposed Change
- G. Detail Sheet for Change Orders
- H. Change Order
- I. Substantial Performance Payment Certificate
- J. Statutory Declaration
- K. Construction Completion Certificate (C.C.C.)
- L. Final Maintenance Certificate (F.M.C.)
- M. Vendor Performance Evaluation / Contractor
- N. Field Order

Note: Contract Administration Forms are available on Finance & Supply's intranet at <http://finsupply> (see Buy & Sell → Tenders)

## 1.0 PREPARATION OF TENDER DOCUMENTS

### 1.1 Definitions

“Prior Approval” means written approval from Supply Management or The City Law Department, or both.

“Supply Management” is a Division of the Finance and Supply Business Unit and herein is referred to as Supply Management or Supply.

“Tender Documents” means the documents and standard tender forms as set out in Section 1.2.

“The City” means The City of Calgary.

“G.C.” means reference to The City of Calgary Standard General Conditions, current edition.

### 1.2 Standard Documents and Forms

The following documents and forms may be obtained from: [www.calgary.ca/bids](http://www.calgary.ca/bids)

#### A. Standard Tender Documents

##### **Tender Front End Documents and Forms**

##### **Package No. 1 – Contains documents used in the preparation of the tender document and execution of the contract**

- 01 List of Contents
- 02 Notice
- 03 Form of Tender
- 04 Special Conditions of Tender – supplied by Business Unit
- 05 Detailed Specifications of Tender – supplied by Business Unit
- 06 Drawings – supplied by Business Unit
- 07 Price Detail Sheets / Schedules – supplied by Business Unit
- 08 Separate Price Schedule
  - 08A Deletions
  - 08B Additions
- 09 Summary for Form of Tender
- 10 Summary for Form of Tender – Alternate Bid
- 11 Bidder’s Information Sheets
- 12 Contractor Environmental Acknowledgement Form  
(includes link to Contractor Environmental Responsibilities Package)
- 13 Prime Contractor Management Status
- 14 Bid Bond
- 15 Consent of Surety
  - 15A Consent of Surety to Furnish Contract Performance Bond
  - 15B Consent of Surety to furnish Contract Performance and Labour and Material Payment Bond
- 16 Performance Bonds or Other Security

- 16A Contract Performance Bond
- 16B Labour and Material Payment Bond
- 17 Waiver Form
- 18 Memorandum of Agreement – Sample Only

For further information on the preparation of a tender document refer to the **Guidelines for the Preparation of Tender Documents for Construction Projects** available from The City of Calgary website: [www.calgary.ca/bids](http://www.calgary.ca/bids)

**Note:** Construction specifications are available on an individual request basis.

## B. Standard Contract Terms, Conditions and Specifications

1. Standard General Conditions
2. Force Account Rates
3. Standard Specifications, Roads Construction
4. Standard Specifications, Sewer Construction
5. Standard Specifications, Waterworks Construction
6. Standard Specifications, Landscape Construction
7. Standard Specifications, Street Lighting

Design guidelines and all other supporting documents

All the above shall be the current edition. If not in possession of the above, copies may be obtained from The City of Calgary Urban Development: [www.calgary.ca/ud](http://www.calgary.ca/ud)

## C. Contract Administration Forms

The following documents and forms are available on the Finance & Supply intranet site at: <http://finsupply> (see Purchasing → Buy & Sell → Tenders)

**(Formerly referred to as Package No. 2) – Contains forms used during the construction and payment phases of the contract.**

- A Notice to Proceed
  - A1 Notice to Proceed – Legal Agreement
  - A2 Notice to Proceed – No Legal Agreement
- B Acknowledgement of Prime Contractor Designation
- C Project Emergency Contacts
- D Detail Sheet for Unit Price Contract
- E Progress Certificate
- F Notice of Proposed Change
- G Detail Sheet for Change Orders
- H Change Order
- I Substantial Performance Payment Certificate
- J Statutory Declaration
- K Construction Completion Certificate
- L Final Maintenance Certificate
- M Vendor Performance Evaluation / Construction
- N Field Order

**Individual copies of the Contract Administration Forms can be obtained by contacting:**

The City of Calgary – Supply Management  
Manchester Centre  
2<sup>nd</sup> Floor, Building 'U'  
677 – 25<sup>th</sup> Avenue S.E.  
Calgary, AB

Attn: Procurement Coordinator for Construction  
Phone: 403-268-6437

1.3 Assembly of Tender Forms

Assemble the Tender Forms in the following order:

Section #	Section Title
01	List of Contents
02	Notice
03	Form of Tender
04	Special Conditions of Tender – supplied by Business Unit
05	Detailed Specifications of Tender – supplied by Business Unit
06	Drawings – supplied by Business Unit
07	Price Detail Sheets / Schedules – supplied by Business Unit
08	Separate Price Schedules 08A Deletions 08B Additions
09	Summary for Form of Tender
10	Summary for Form of Tender – Alternate Bid
11	Bidder's Information Sheets
12	Contractor Environmental Acknowledgement Form (includes link to Contractor Environmental Responsibilities Package)
13	Prime Contractor Management Status
14	Bid Bond
15	Consent of Surety 15A Consent of Surety to Furnish Contract Performance Bond 15B Consent of surety to furnish Contract Performance and Labour and Material Payment Bond
16	Performance Bonds 16A Contract Performance Bond 16B Labour and Material Payment Bond
17	Waiver Form
18	Memorandum of Agreement – Sample Only

**Contact Supply Management for direction if you are uncertain about any documents or forms.**

## 1.4 Assembly of Addendum Forms

Assemble the Addendum Forms in the following order:

Section #	Section Title
-----------	---------------

00	Addendum Cover Page
01	Description of the changes
02	New documents to be included in the addendum (e.g., bid label, new schedules, etc.)
03	Drawings

## 2.0 TENDERING PROCEDURES ON CONSTRUCTION CONTRACTS FOR CITY BUSINESS UNITS

### 2.1 Procurement Strategy

In the early phases of the project, it is important to discuss the project with Supply Management to determine the most appropriate procurement strategy. This will facilitate achieving the best outcome of the project. "Call Supply before you Buy".

### 2.2 Tender Number

At the time of preparing the Tender Documents, the Project Manager must complete and forward a **Procurement Strategy Request Form (PS 12)** (available from <http://finsupply> (see Purchasing → Buy & Sell → Tenders) to the appropriate buyer. All areas must be completed before a file number can be issued by the buyer. This assigned tender number must be used on all Tender Documents and all correspondence relating thereto.

### 2.3 Review of Draft Tender Documents

Review of the draft Tender Documents by Law and Supply is critical to ensure documents issued on The City's behalf are consistent with City standards and do not expose The City to unnecessary risk. It is necessary to allow a minimum of fifteen (15) business days for Law and Supply to review and provide comments on the Tender Documents.

When submitting documents:

- (i) submit a HARD COPY – Provide one (1) draft set of the Tender Documents, including the forms according to Section 1.3, send to Law Department (Contracts Paralegal) for the purposes of their review.
- (ii) submit a HARD COPY in "WORD" format – complete tender package with drawings, send to the Buyer indicated on the Notice page.

#### 2.3.1 Tender Closing Date

After approval of the draft, Supply Management will assign a Closing Date allowing a minimum of fifteen (15) business days between the notification of tender availability to contractors and the chosen Closing Date. Prior to establishing a Closing Date Supply

Management will restrict the number of closings to three (3) per day. Construction tenders normally close on Tuesdays and Thursdays. The Tuesday after a long weekend should be avoided to provide time for bidders to obtain bonding.

## 2.4 Referrals and Questions

For questions pertaining to a specific Project when compiling the Tender Documents, or administering the tender process, contact your designated buyer at Supply Management. Other staff at The City who may be able to assist with the preparation of Tender Documents include:

Deborah Barnie	- Supply Management
Jane Rushton	- Supply Management
Geoff Gilbert	- Supply Management
Earl Olson	- Supply Management
Manny Jaswal	- Supply Management
Gary Zemp	- Law Department
Brian Oliphant	- Law Department
Phil Corbeil	- Risk Manager
Marnie Rusen	- Law Department
Lori Kerr	- Law Department
Iona Saldanha	- Law Department
Monica Kosinski Noga	- Law Department
Mary Anne Bendfeld	- Law Department

## 2.5 Tender Document Printing

**It is the responsibility of the Project Manager to produce and deliver hard copies of the final tender documents including all drawings to the Law Department, and one hard copy of the tender documents including all drawings to the Buyer in Supply Management.**

Supply Management will not advertise / post on MERX or Alberta Purchasing Connection (APC) unless it has been provided with a bound hard copy of the document for Supply's file plus a CD prepared in accordance with these Guidelines.

## 2.6 Distribution of Tender Documents

### 2.6.1 Internal and Other Agencies

The issuing Business Unit must distribute copies of the tender documents including all drawings to the following areas:

- Supply Management (Attn: Buyer) -1 complete hard copy plus 1 CD;
- Client Business Unit – 1 complete hard copy and;
- Law Department – 3 complete hard copies.

### 2.6.2 Notification of Tender Opportunities

Tender Notices will be created and posted on the Alberta Purchasing Connection (APC) website by Supply Management.

## 2.7 Distribution of Tender Documents to the Public

### 2.7.1 Tenders Utilizing Pre-Qualified Contractors

The City distributes RFX packages to prequalified construction contractors through MERX Private Tenders ([www.merx.com/privatetenders](http://www.merx.com/privatetenders)). Prequalified contractors who are registered to access City construction tenders with MERX will be able to view and download City tender documents, plans and drawings online.

Prequalified construction contractors must be registered with MERX to access City construction tender packages as The City's construction tender packages will only be distributed through MERX Private Tenders. The City no longer faxes tender notices to prequalified contractors.

Prequalified contractors who are registered with MERX will receive tender notifications through email from MERX. Tender notices will also be publicly advertised on Alberta Purchasing Connection (APC) ([www.purchasingconnection.ca](http://www.purchasingconnection.ca)); however, contractors must be prequalified with The City and be registered with MERX in order to access these documents.

The Calgary Construction Association, the Alberta Construction Association and the Alberta Roadbuilders & Heavy Construction Association also receive notifications of City construction tender opportunities. This provides association members with the ability to preview construction tender documents.

MERX's annual subscription fee provides prequalified contractors with unlimited access and downloads of City construction tender packages for which they are prequalified.

Tender documents, plans and drawings are distributed in PDF format and Adobe Reader is required to open these files. Contractors can download Adobe Reader from [www.adobe.com](http://www.adobe.com) at no cost. Contractors can also order tender packages, or parts thereof, from MERX in a variety of formats including print, CDs and DVDs.

### 2.7.2 Tenders not Utilizing Pre-Qualified Contractors

Tenders not utilizing pre-qualified contractors ("open" tenders) will be posted on MERX Canadian Public Tenders ([www.merx.com](http://www.merx.com)).

Contractors must be registered with MERX in order to access these documents.

The Calgary Construction Association, the Alberta Construction Association and the Alberta Roadbuilders & Heavy Construction Association also receive notifications of City construction tender opportunities. This provides association members with the ability to preview construction tender documents.

Tender notices will also be publicly advertised on Alberta Purchasing Connection (APC) ([www.purchasingconnection.ca](http://www.purchasingconnection.ca));

**The Project Manager or his designate is responsible for creating and supplying the complete tender package and drawings in PDF format on CD to Supply Management for uploading to the MERX system.**

## 2.8 Tender Notification and Advertising

Supply will post and distribute Notices and documents in accordance with 2.6.2 and 2.7.

If the tender requires additional or special distribution Supply Management will facilitate any advertising and the Client Business Unit must provide the account information required to pay for such costs. (e.g. newspaper, trade magazines, etc.)

## 2.9 Addenda

The Business Unit or Consultant that issued the original tender is responsible for the creation of any addenda required. Addendum format is available electronically from Supply Management.

The front page must be created on the approved addendum shell. The addendum shell is available from Supply Management, contact the buyer. Additional pages if required may be created on a blank shell.

Addendum must be received from the Project Manager or his designate for Supply and Law Department approval and uploading a minimum of three (3) business days prior to the established closing time and date. Any addendum not uploaded in the required lead time may cause a revision to the closing time and date. If addendum includes drawings, revised drawings must be received by Supply on CD in PDF format.

It is recommended that if revising schedules that a new revision of the schedule be created and included, and that if the closing date is revised, include a new bid label. Note on the revised schedule(s) or bid label: "Revised as per Addendum #" on the footer or header to ensure the correct documents are submitted at tender close.

Ensure that the Law Department (Contracts Paralegal) receives three (3) hard copies and Supply Management one (1) copy of the addendum for inclusion in the Contract Documents.

**The Project Manager or his designate is responsible for creating and supplying the complete addendum package and drawings in PDF format on CD to Supply Management for uploading to the MERX system.**

## 3.0 PREPARING TENDER FORMS

All tender documents, plans and drawings must also meet the requirements below to be accepted for electronic distribution.

Final tender packages must be submitted to Supply Management in PDF format on a new CD(s) plus a bound hard copy. Supply Management will send all construction tender documents, plans and drawings to MERX for electronic distribution, and will be responsible for the posting of all relevant notices and amendments.

## Document Requirements

### 3.1. Naming Convention

All Front End documents for tender construction projects must be saved in a file name matching the document name. Front End documents that are downloaded from [www.calgary.ca/bids](http://www.calgary.ca/bids) must retain their original file name – DO NOT alter the file name by adding the tender number, date, version number, etc. For example:

- Special Conditions – File Name: **04 Special Conditions of Tender**
- Detailed Specification – File Name: **05 Detailed Specification of Tender**
- Price Detail Sheet – File Name: **07 Price Detail Sheets / Schedules**

### Drawings

Each drawing in the package must be saved as a separate PDF file. The acceptable naming convention for individual drawings is: **06\_1 (Name of Drawing); 06\_2 (Name of Drawing)**, etc.

### 3.2. Acceptable File Types

- Adobe (PDF) only

**Note:** Adobe Acrobat PDF Writer Version 5.05 or newer must be used to create the PDF files. Files must not be password protected.

### 3.3. Acceptable Document Sizes

- Minimum size: 8.5" x 11", single or double sided
- Sizes Accepted: 8.5" x 11" , 8.5" x 14" or 11" x 17" , single or double sided
- Maximum size: 11" x 17"

**Note:** Documents smaller than 8.5" x 11" or larger than 11" x 17" must be converted to one of the acceptable sizes identified above

### 3.4. Acceptable Plan (blueprint) or Drawing Sizes

- One page (plan or drawing) per file
- Sizes accepted: any size up to three (3) feet wide and eight (8) feet long
- File types accepted: Adobe (PDF) only

**Note:** Each page of the plans and drawings must reference the original size that it was created in, i.e. "Scale is Based on 22" x 34" Sheet Size".

**Note:** MERX accepts documents in colour; however, MERX prints all documents, including plans and drawings in black and white by default.

### 3.5. Tender Documents

All front end documents for tender construction projects must be saved in a file name matching the document name. Front end documents that are downloaded from

[www.calgary.ca/bids](http://www.calgary.ca/bids) must retain their original file name – DO NOT alter the file name by adding the tender number, date, version number, etc.

## 01 List of Contents

Populate list of contents sheet, notate any sheets not applicable as “N/A”.

## 02 Notice

Populate Pre-Qualification category or categories if utilizing Pre-Qualified Contractors. If utilizing multiple categories the use of “or” versus “and” is an important consideration. The use of “or” indicates that any contractor on any one of the included lists can bid. The use of “and” indicates that only contractors that are on all lists can bid.

Contact the Buyer for the latest pre-qualification lists.

If the list of Pre-Qualified Contractor categories is too large for the space provided contact the buyer for the Word version and save in PDF format.

If not utilizing Pre-Qualified Contractors indicate “N/A as this is an Open Tender”.

### (a) Tender Number

As provided by Supply Management.

### (b) Project Title

Limited to 100 characters.

### (c) Accuracy of Work Location

Under “LOCATION”, show correct street addresses, available from the Addressing Section of Planning and Building Approvals, Ph: 403 268-8127, email: [addressing@calgary.ca](mailto:addressing@calgary.ca) for all parts of the work.

### (d) Closing Time and Date

All Tenders will close at: 14:00:59 Calgary Time. Confirm date with the Buyer after Supply and Law review of the draft. Tenders should be open a minimum of fifteen (15) business days after posting.

### (e) Description of Work

Under “WORK CONSISTS OF:”, give a general description of all parts of the work.

(f) Completion Date

Show COMPLETION (date) as either days or weeks from date of award or as a specified date. Dates should be realistic so as to reduce the risk of extra costs and disputes resulting.

(g) Tender Enquiry Contacts

List the buyer's name, as all communication must go through Supply Management.

(h) Pre-Tender Meeting

Indicate if there will be a pre-tender meeting and populate the location, time and date. Be cautious about making the meeting "mandatory", for that will result in any Tenders submitted by a firm that has not attended the Mandatory Pre-Tender Meeting not being considered.

Indicate if there are any special instructions for the meeting: check-in with security, wear protective safety equipment, etc

If there will not be a Pre-Tender meeting, indicate "N/A".

(i) Referencing Standard Specifications

The City's Project Manager will advise which Standard Construction Specifications are applicable and need to be incorporated by reference into the Tender Documents. Include all applicable Standard Specifications in the space provided on page 2, along with a reference to the date of their most recent edition. Indicate "NA" on the Standard Specifications that do not apply.

(j) Consistency of Referenced Standard Specifications

Ensure that the standard specifications reference the most current version, and that references to the standard specifications are consistent in each of:

- (i) the Notice;
- (ii) the Waiver.

(k) Bonding Requirements

Indicate whether a Consent of Surety is required for:

- (i) a Contract Performance Bond; or
- (ii) a Contract Performance Bond and a Labour & Material Payment Bond,

by indicating "N/A" on the option that does not apply. The Labour & Material Payment Bond is required for any projects where funding is shared between The City and either the Provincial Government or the Federal Government or there is no "title" on the property (e.g. roadways). Check with Supply Management if you are unsure what type of bonding is required for your project.

(l) Labels

Populate the bid labels, ensure it matches the dates as specified on the Notice.

03 Form of Tender

(a) Overview

This 3 page document contains a summary of the tender process and includes an acknowledgement of receipt of addendum section.

(b) Labeling

Insert project title and tender number on EACH page.

04 Special Conditions

Special Conditions are used to alter, delete, or add to provisions in the Standard General Conditions. Where any part of the Standard General Conditions is not modified or deleted by these Special Conditions, the unaltered provision will remain. Where in the Special Conditions, the letters "G.C." followed by a number appears, the reference is to a condition by that number in the applicable version of The City of Calgary Standard General Conditions. They are specific to the Tender Documents being issued. DO NOT recopy the Standard General Conditions and insert in the Special Conditions. Use caution when modifying the Standard General Conditions.

Special Conditions often include, but are not restricted to, provisions addressing the following:

(a) "Open" Tenders (Not Utilizing Pre-qualified Contractors)

If the tender is "open" and not utilizing pre-qualified contractors the following documents should be requested to be submitted with the Bidder's Information Sheets and listed in the Special Conditions:

S.C. XX Qualification:

This tender is open to any qualified Bidder. A Bidder must comply with the following mandatory criteria or their bid may be rejected as non-compliant. Bidders are requested to submit the following with their Bidder's Information Sheets:

- 1) Proof of Insurance as per G.C 3.4
- 2) Letter of good standing with the Worker's Compensation Board as per G.C. 4.10.1
- 3) Proof of capability to assume the role of "prime contractor" as per G.C. 4.11.2
- 4) Safety management system as per G.C. 4.11.3

- 5) Certificate of Recognition (COR) or approved equivalent as per G.C. 4.11.4
- 6) City of Calgary Business License

(b) Prime Contractor

Advise if the Contractor will not be designated as the Prime Contractor under G.C. 4.11. Please consult Supply Management and your Business Unit Safety Advisor or Environmental Officer for qualifications and submittal criteria to be added to the Special Conditions.

(c) Special Insurance

In addition to the requirement of Contractor's Insurance (Reference G.C. 3.4), the need for any special insurance MUST be discussed with the Law Department – Risk Manager at 268-5405 or the Risk Analyst at 268-2417, prior to inclusion in the document. Special Insurance may include Course of Construction insurance or if dealing with very large projects, an Owner Controlled Insurance Program that would include Wrap Up Liability Insurance. It is very important to talk to Risk Management prior to including any language on insurance in the document. Also it is important to advise Risk Management if The City has an obligation to place any insurance so that this insurance is actually purchased. There is an application process for this. All costs associated with specific insurance for the project will be charged back to the project.

(d) Course of Construction Insurance

Construction projects: A Course of Construction (or Builders Risk) insurance policy relates to the construction (including renovation or repair) of buildings or other structures, and insures against physical damage to the building/structure during the course of the work, as well as the materials or equipment or both materials and equipment to be incorporated into such building/structure. Wording that should be used in the Special Conditions is as follows:

Special Condition ## Course of Construction Insurance

This insurance will be provided by The City of Calgary under the following conditions:

- a. Course of Construction insurance on All Risks Form of the total insurance value of the property being constructed from the time contract is awarded until the date of issuance of the Substantial Completion Certificate by the Contractor, which is acceptable to The City.
- b. The coverage will name The City and the Contractor(s) as Named Insureds, and also include coverage for Sub-Contractors.
- c. The Contractor (and not The City) will be responsible for any deductible that may apply in this insurance policy. Any arrangement between the Contractor and the Sub-Contractor(s) for this deductible will not affect The City.
- d. The coverage will not insure equipment owned by, rented to, or leased by the Contractor or Sub-Contractor(s).
- e. This coverage will not be restricted to the job site, but shall cover property in transit except for Ocean Marine risks.

- f. The Contractor will not include a premium cost for this insurance in its bid.

Contracts with an estimated value of \$10,000,000 or more: please contact Risk Management at 268-2417. For these contracts, The City reserves the right to require the Contractor to arrange for and maintain this insurance policy, depending on available terms and rates.

For further information on Course of Construction Insurance, Risk Management or to order coverage City Project Managers should contact Risk Management at the following link:

### Course of Construction Insurance

- (e) Work Hours

The requirement for the Contractor to work sixteen (16) hours a day without any increase in the unit rates, or any additional compensation for overtime. (Reference G.C. 2.19)

- (f) Traffic

Any special traffic considerations as determined by the Manager of Traffic, Roads, or his designate. (Reference G.C. 4.21)

- (g) Completion Dates

Completion dates for portions of, or for all of the work, or both, which must be met by the Contractor. You can either specify the number of days from the date of award, or insert an actual date, for a completion date. Be reasonable in establishing a completion date. Keep in mind that overly aggressive timeframes may affect premiums and often lead to tensions and disputes.

Unreasonable completion schedule may result in poor bid response or extremely high prices. Consider utilizing the Additions and Deletions to Contract Sheets for alternate completion dates.

- (h) Maintenance Periods

Unless modified by a special condition, the maintenance period will be two (2) years as per G.C.4.44.1. Note that maintenance periods on all sewer, waterworks, and streets projects are normally two (2) years.

Any extended warranties should be highlighted (5 years for galvanizing, bearings, expansion joints, 10 years for special coatings). Confirm whether landscape maintenance is for one growing season or for 2 years.

- (i) Liquidated Damages

Liquidated damages are a genuine pre-estimate of the amount of damages that The City would suffer if the Contractor fails to meet the completion date or other material milestones. (Reference G.C. 3.13.)

If liquidated damages are to apply, this must be specified, and the applicable rate or amount must be identified in the Special Conditions. It is important that damages are pre-estimated as reasonably and accurately as possible. If a court determines that the pre-estimate of damages was unreasonable, arbitrary or oppressive, it may decide the liquidated damages are unenforceable. On the other hand, if it turns out that The City actually suffers a loss in excess of the amount of stipulated liquidated damages, a court may limit The City's recovery to the amount of liquidated damages stipulated, despite the fact that the loss to The City exceeded that amount.

Before placing a requirement for liquidated damages in a tender, consult with Supply Management and Law Department regarding the proposed liquidated damages. It is good practice to have on file a calculation or other justification of the basis of any liquidated damages.

(j) Sub-soil Conditions

Special Conditions addressing applicable sub-soil conditions should be included when a tender pertains to structures, in order to address possible changes in the subsurface conditions. If an Environmental, Hazard Assessment or Geotechnical Report has been prepared, the document should be included in the tender package as part of the Project Specifications. (Reference G.C. 2.13.2)

(k) Location Service

The phone numbers for the field location service should be included, where pipelines and other underground utility installations (including, without limitation, electricity lines, cable, telephone lines, streetlight wiring, water mains, sewer mains, and gas pipelines) can be expected to be encountered. In addition to these telephone numbers, the numbers to be contacted in the event of any disruption, contact or interference with any pipeline or utility should also be added by Special Conditions. (Reference G.C. 4.29)

(l) Safety Policies

All documents that contain references to Departmental Safety Policies that may apply to the work are required to be included by Special Conditions. (Reference G.C. 4.11)

(m) Disposal Sites

Where applicable, designated disposal sites for waste materials must be included. (Reference G.C. 4.35.8)

(n) Basis of Award

If the Basis of Award for your tender deviates in any way from the traditional lowest compliant bid scenario and is not appropriately or accurately addressed by the Basis of Award statement on the Separate Price Schedules for Additions and Deletions, this MUST be discussed with the Buyer and the Law Department representative

involved. Appropriate and concise wording is to be communicated in the Special Conditions. It is strongly recommended to utilize the Deletions to Contract sheet or add G.C. 2.9.5 to the Special Conditions to add flexibility to the Tender in case all bids are over the project budget. If utilizing G.C. 2.9.5 the budget must be disclosed. (Reference G.C, 2.9.5, G.C.2.9.6, Supply Management Clause Library)

(o) Cash Allowance

When applicable, the cash allowance is to be itemized in the Special Conditions. (Reference G.C. 1.1.5). Enter this amount on the Summary for Form of Tender (Yellow Sheet) and Summary for Form of Tender Alternate Bid (Goldenrod Sheet), if applicable.

Example:

<b>Cash Allowance Description</b>	<b>Amount</b>
1) Irrigation Controllers (City Corporate Contract Price)	\$5,000.00
2) Cranes fee for removal of 2 existing cranes, and supply and installation of new cranes:	\$79,757.00
3) Fee for removal of existing air compressor, and supply and installation of new compressor and accessories, not including HVAC or electrical:	\$18,000.00
<b>Total Cash Allowances:</b>	<b>\$102,757.00</b>

(p) Length of Agreement reference (G.C.3.16.1)

The City of Calgary recognizes that there are opportunities for cost avoidance for both The City and the Contractor. Therefore The City of Calgary is interested in pursuing longer term contracts, if it is appropriate. Contact the Buyer involved on your project to discuss this option and the parameters that would be applicable. (e.g. option to renew vs. clause 3.16.2 of the Standard General Conditions).

Example:

"The City may negotiate with the successful Bidder for an additional, similar scope of work at \_(location)\_ with an anticipated value of \$\_(value)\_ and when mutually agreeable award the additional scope of work. In exercising this option, The City may consider various factors including but not limited to; funding availability, The City's evaluation of the successful Bidder's performance and all necessary internal approvals.

Pricing offered on the bid originally accepted will be used as a basis for negotiating costs of the additional scope of work."

(q) Security

When applicable, indicate if special security clearance is a requirement for the work site or if there are special security requirements for the work site.

(r) Escalator Clauses

If there are delays from tender award to supply and install of price volatile materials or commodities, consider the inclusion of price escalator / de-escalator clauses. (Supply Management Clause Library)

Example:

**ASPHALT CONCRETE PRICE ADJUSTMENT**

The asphalt concrete pricing in this Contract will be adjusted by using the design asphalt cement content of the mix being used as per City of Calgary Standard Specifications Roads Construction and the change in price for the asphaltic cement, whether increased or decreased, from the tender price to determine the cost difference per tonne of asphalt concrete. The tender price for asphalt concrete will be based on the (Month Year) rack price for asphaltic cement.

Any adjustment to the Asphalt Concrete pricing will be paid for within the Contingency Allowance item as contained within the Summary for Form of Tender (Yellow Sheet).

The Contractor is responsible to submit the following information on the Bidder's Information Sheets:

- The name of the supplier of asphaltic cement used in this contract.
- The rack price per metric tonne of asphaltic cement (delivered to Calgary) as of (Month Year). This will be used as the base price.
- The rack price per metric tonne of asphaltic cement (delivered to Calgary) on the first day of each month that asphalt is placed in this contract. The price adjustment for asphalt concrete will be calculated on the first of each month for the asphalt concrete placed that month. All pricing information is strictly confidential.

Example (in the case of an increase in the price of asphalt cement):

Original price of asphaltic cement submitted with the tender	= \$260.00
Current price on the first of the month.	= <u>\$280.00</u>
Difference in price/tonne.	= \$20.00

Mix "B" Asphaltic Cement content is 6% x \$20.00 = \$ 1.20/tonne of asphalt concrete increase.

Note: Calculation procedure is similar for a decrease in the price of asphaltic cement.

The asphalt concrete price adjustment, calculated as indicated above, cannot be increased for administration, overheads and profit.

(s) Permits, Licenses, Leasehold Improvements, "Title" and Access Agreements

Indicate who is responsible for acquiring permits (Development, Building, Department of Fisheries and Oceans, easements, leasehold improvement approval, land or property acquisition, access agreements, etc.), and if the award of the project is dependent on their successful and timely acquisition.

If The City does not have "title" of the facility or land verify the owner or property manager has reviewed and approved the tender before issuing the documents, In the instances where mandatory criteria from the owner or property manager are indicated, the criteria will need to be included in the documents.  
(Reference G.C. 3.15)

It is strongly recommended that these items should be arranged and in place before the project goes out to market as this will avoid delays in award or potential claims.

(t) Non Disclosure Agreements

Indicate if a Non Disclosure Agreement is required for this tender. (e.g. confidentiality, proprietary or critical infrastructure). Consult Law Department representative and Corporate Security.

(u) Special Payment Clauses

Indicate if payment terms other than G.C. 6.6 Application for Payment, are to be utilized. (progress payments, long lead materials, deposits)

(v) Sub – Contractors

Supply Management strongly discourages requiring prequalified prime contractors as subcontractors on City of Calgary construction projects.

In the instance where the scope of work to be completed by subcontractors is complex and critical to the success of the project, a separate technical prequalification specific to that scope of work should be issued by The City for the subcontractors. This prequalification should be open to all contractors to submit their qualifications.

If the prime contractor has to utilize mandatory pre-qualified sub-contractor list(s), include the lists in the Special Conditions. (References: G.C. 1.1.44, G.C. 2.15, G.C. 4.31, G.C. 4.32, Supply Management Pre-qualified Contractors List). Discuss their inclusion with the Buyer.

(w) Special Provisions

Indicate if the inclusion of additional information (Employee credentials, ECO Plan, etc.) are required to be submitted by the Tenderer. To avoid tender non-compliance it is recommended that any special provisions are to be submitted with the Bidder's Information Sheets.

(x) Heritage Buildings and Historical Resources Act

Ensure that all requirements of the Historical Resources Act are complied with and compliance with City policies. (Reference G.C. 4.9)

(y) Non-Resident Withholding Taxes

Services in Canada by a non-resident may be subject to Non-Resident Withholding Taxes (NRWT) pursuant to the Canadian Income Tax Act. (Reference G.C. 6.11). For further information consult Finance and Supply:

<http://mycity/OurOrg/Dept/CFO/FinanceSupply/tax/Pages/Default.aspx>

(z) Harmonized Sales Tax (HST)

The City of Calgary is NOT able to recover the provincial portion of any HST paid (as it does for the 5% GST) so it is important that our suppliers follow the recommended rules to minimize HST costs. For further information consult Finance and Supply:

<http://mycity/OurOrg/Dept/CFO/FinanceSupply/tax/Pages/Default.aspx>

(aa) Purchases in Foreign Currencies

If there is a significant foreign currency procurement consider adding a procurement and hedging statement in the Special Conditions. If the procurement is a long lead time item in a foreign currency, there may be financial risk to The City due to currency exchange rate fluctuations. For further information on foreign currencies contact Finance.

If the procurement is complex or of a high dollar value discuss with Supply, Law and Risk Management the consideration of a performance security.

(bb) Conflict of Interest

Dependent on the procurement, there may be instances where the Tenderers may have to team with other firms. Consider the inclusion of an exclusion list to the tender that would eliminate potential conflicts of interest with firms or individuals already engaged in the project. (Reference G.C. 4.47)

(cc) Bid Validity

Specify if a non-standard (60 day) bid validity is requested in the bid.

(dd) Additional Requirements

Identify if there are any special or unique requirements to the project such as Tangible Capital Asset (TCA) reporting requirements.

(ee) Submission of Price Schedules

Indicate in the Special Conditions if the Price Schedules are to be submitted with the Summary for Form of Tender (Yellow Sheet) at time of close or to be submitted with the Bidder's Information Sheets (22 hour sheets).

It is recommended that lengthy price schedules are to be submitted with the Bidder's Information Sheets to simplify what is required of the Bidder and thus reduce the risk of non-compliance.

(ff) Approvals of Materials or Equipment

The City cannot single or sole source materials or equipment without an approved business case. If the specifications call for the use of "trade name" materials, services or equipment consider adding to the Special Conditions:

S.C.XX Approval of Materials or Equipment

All approvals of materials or equipment will comply with G.C.3.12

05 Project Specifications

The specific technical requirements applicable to the Tender must be set out in this section of the Tender Documents.

**Note:** DO NOT use the terms "Special Condition" or "Supplementary Condition" in this section, and do not alter or repeat any of the Standard General Conditions or the Special Conditions in the Project Specifications. Do not include bid submission criteria in the specifications as this may lead to non-compliance and bid rejection. Do not include minimum experience criteria in the specifications. Specifying materials or equipment must comply with G.C. 3.12 as single or sole sourcing is not allowed without an approved business case.

The Project Specifications should detail the specific technical requirements of the work and include all applicable Standard Specifications, Design Guidelines and City Policies (LEED, SEEPP, Water Management Strategic Plan, ECO Plan, Calgary Corporate Accessibility Policy, Erosion and Sediment Control, Tree Protection Bylaw, etc).

**It is the responsibility of the Project Manager to ensure compliance with all applicable Federal and Provincial legislation, regulations and codes, as well as all applicable municipal bylaws, standard specifications, design guidelines, and policies.**

06 Tender Document Drawings

For questions regarding the authentication requirements of documents, plans and drawings, please contact:

Jennifer Enns, P. Eng.,  
Engineering Professional Practice, Infrastructure and Information Services

Phone: 403-268-1765, Email: [Jennifer.Enns@Calgary.ca](mailto:Jennifer.Enns@Calgary.ca)

**Note:** Each page of the drawings is to be saved as a separate PDF file. Drawings must be provided on CD. Refer to Section 3.0 for further information.

### 06.1 Standard Drawing Sizes and Materials

A. Sheet Sizes	<p>Precut sheets to be metric A1 (594 x 841 mm) and not to exceed metric A0 (841 x 1189 mm)</p> <p>If using imperial paper stock precut sheet to be 22" x 34" (560 x 860 mm)</p> <p>The borders should have a minimum width of 20 mm on the left hand side (binding side) and 10 mm on the other three sides of the trimmed sheet</p>
B. Sheet Material	<ul style="list-style-type: none"> <li>- minimum 3 mil polyester matte both sides or vellum paper (minimum 1020H Clearprint or equivalent)</li> </ul>

C. Title Block	<ul style="list-style-type: none"> <li>- Preprinted title block</li> <li>- Locate in the lower right hand corner of the sheet</li> <li>- Additional information, such as, drawing status, revision block, Engineers stamp, contractor and sub-contractor name etc. may be shown either along the bottom of the sheet or vertically along the right hand side of the sheet (Title column)</li> <li>- The consultants name and sub-consultants name are to appear on the sheet.</li> <li>- The City of Calgary Business Unit name and City Logo to appear in the title block</li> <li>- A sample of the precut sheet 22" x 34" and The City Logo may be obtained by contacting The City of Calgary, Infrastructure and Information Services.</li> <li>- Consultants may use their own title block as long as The City logo and the City Business Unit are indicated.</li> </ul>
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### 06.2 Preparation of Drawings

**Note:** Name of Contract is required on all drawings.

A. Sheet Layout	<ul style="list-style-type: none"> <li>- All drawings shall be in metric units in accordance with SI standards approved by the Standards Council of Canada</li> <li>- North arrows to be shown on all appropriate drawings on the top right hand corner of the drawing.</li> <li>- A metric symbol and a note designating the units of dimensioning shall be shown on all drawings.</li> <li>- All drawings are to be of sufficient quality for reduction to half size and microfilming.</li> </ul>
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B. Lettering	<ul style="list-style-type: none"> <li>- Architectural and Structural drawings may be in pencil with free hand lettering.</li> <li>- Road, utility or trackbed drawings are to be inked and produced in Leroy font or equivalent lettering style which should be open, of good density, well spaced, Vertical Gothic style, single stroke and upper case. The minimum height of lettering shall be 3 mm, but where practicable, larger size letters to be used.</li> <li>- Use black India ink on all inked drawings.</li> <li>- Lettering must be in accordance with C.G.S.B. (Canadian Government Specifications Board) microfilming standards CAN2-72.7 - M78 Drafting Requirements For Drawings to be Microfilmed</li> <li>- Vertical upper case lettering is preferred for most drawings.</li> <li>- Lettering sizes for Arch/Structural drawings is as follows: <ul style="list-style-type: none"> <li>(a) 3 mm-notes, dimensioning and descriptions</li> <li>(b) 4 mm-subtitles</li> <li>(c) 5 mm-main titles</li> </ul> </li> </ul>
C. Scales	<ul style="list-style-type: none"> <li>- Use metric scales in accordance with SI standards</li> <li>- Bar scales to be used on Roads, Utilities, and Trackbed contracts.</li> </ul>
D. Detail	<ul style="list-style-type: none"> <li>- For Structures and Facilities, Corporate Properties Group projects, referencing of details and detail identification shall follow the standard three-number convention, with the top number being the detail number, the left-hand showing the drawing number on which the detail is referred to, and the right-hand number being the drawing number on which the detail appears.</li> </ul>

### 06.3 Contracts That Include Utility Construction

A. Standard Drawing Specifications	<ul style="list-style-type: none"> <li>- refer to 3.06.1</li> </ul>
B. Preparation of Drawings	<ul style="list-style-type: none"> <li>- refer to 3.06.2</li> </ul>
C. Standard Block Profile Specifications	<ul style="list-style-type: none"> <li>- block profile drawings are required for all utility installations, road works, land and utility right-of-ways included in the contract. Block profile drawings to confirm to The City of Calgary Standard Block Profile Specifications Guidelines</li> <li>- A copy of the Standard Block Profiles Specifications Guidelines is available from The City of Calgary, Infrastructure and Information Services.</li> <li>- Where metric units are used, all elevations shown are to be in <b>metric geodetic datum</b> (City elevations feet + 35.56 feet) x 0.3048</li> </ul>

## 06.4 Sequence of Drawings

### 06.4.1 Road and Trackbed and Bridge Construction Contracts

#### 06.4.1(a) Roads and Trackbed

Drawings Sequence	Drawing Contents
1. Cover Sheet	<ul style="list-style-type: none"> <li>- City of Calgary Logo</li> <li>- Consultants name</li> <li>- Name of Contract</li> <li>- Contract Number</li> <li>- City Tender No.</li> <li>- Date (e.g., 2010)</li> </ul>
2. Key Plan	<ul style="list-style-type: none"> <li>- Show area involved, identify</li> <li>- Street names</li> <li>- Limits of Contract</li> </ul>
3. Index	<ul style="list-style-type: none"> <li>- Indicate all drawings</li> <li>- Drawing numbers as on drawing to be shown</li> <li>- Drawing description or title to be indicated</li> </ul>
4. Legend	<ul style="list-style-type: none"> <li>- Symbols, etc.</li> </ul>
5. Detours & Staging	<ul style="list-style-type: none"> <li>- Site Plan</li> <li>- Stages of detours</li> </ul>
6. Land Plan, Profiles & Testholes	<ul style="list-style-type: none"> <li>- Indicate land areas not resolved</li> <li>- Show profile details and intersection changes</li> <li>- Show location of testholes and refer to testhole data by materials testing consultant</li> </ul>
7. Alignment Details	<ul style="list-style-type: none"> <li>- Site Plan showing drawing location</li> <li>- Show coordinate details</li> </ul>
8. Grading & Pavement Details	<ul style="list-style-type: none"> <li>- Site Plan showing drawing location</li> <li>- Detail Drawings</li> </ul>
9. Pavement Elevations	<ul style="list-style-type: none"> <li>- Site Plan showing drawing location</li> <li>- Detail drawings</li> </ul>
10. Typical Sections	<ul style="list-style-type: none"> <li>- Show road sections</li> <li>- Trackbed Sections, etc.</li> </ul>
11. Drainage & Utilities	<ul style="list-style-type: none"> <li>- Site Plan showing drawing locations</li> <li>- Show existing and proposed utilities</li> <li>- Block Profile format (City standard drawing)</li> </ul>
12. Structures	<ul style="list-style-type: none"> <li>- Include site location</li> <li>- Retaining wall details, footings, stair details, piles, etc.</li> <li>- Typical Sections</li> <li>- Manholes, outfalls, syphon, chambers</li> <li>- Railway Crossing, special details</li> </ul>
13. Electrical	<ul style="list-style-type: none"> <li>- Includes Traction Power</li> <li>- Underground distribution, overhead distribution, street lighting and ducts</li> </ul>

#### 06.4.1(b) Bridges and Structures

Drawings MUST correspond to the sequence as per the "Design Guidelines for the Design of Bridges & Structures" issued by Transportation Infrastructure. A further breakdown of the drawing sequence is as follows:

<b>Drawing Sequence</b>	<b>Drawing Contents</b>
1. Cover Sheet	<ul style="list-style-type: none"> <li>- City of Calgary Logo</li> <li>- Consultants Name</li> <li>- Name of Contract</li> <li>- Contract Number</li> <li>- City Tender Number</li> <li>- Date (e.g., 2010)</li> </ul>
2. Index	<ul style="list-style-type: none"> <li>- All drawings to be indicated</li> <li>- Drawing numbers as on drawing to be shown</li> <li>- Drawing description or title to be included</li> </ul>
3. Structural	<ul style="list-style-type: none"> <li>- Drawings to follow this order <ul style="list-style-type: none"> <li>a. Site Plan</li> <li>b. General Arrangement</li> <li>c. Information Drawings*</li> <li>d. Data Sheets</li> <li>e. Hydro-technical Information</li> <li>f. Geotechnical Information</li> <li>g. Foundation Layout</li> <li>h. Foundation Details</li> <li>i. Abutments- Plan &amp; Elevations</li> <li>j. Abutments- Details &amp; Reinforcements</li> <li>k. Piers- Plan &amp; Elevations</li> <li>l. Piers- Details &amp; Reinforcement</li> <li>m. Girder Layout</li> <li>n. Girder Details &amp; Reinforcement</li> <li>o. Diaphragms</li> <li>p. Bearing - Layout</li> <li>q. Bearing Details</li> <li>r. Deck Layout</li> <li>s. Deck Details &amp; Reinforcement</li> <li>t. Expansion Joints</li> <li>u. Approach Slabs</li> <li>v. Bridge Barriers- Layout &amp; Reinforcement</li> <li>w. Guardrail/Handrail Layout</li> <li>x. Guardrail/Handrail Details</li> <li>y. Slope Protection</li> <li>z. Miscellaneous Details</li> <li>aa. Landscape Details</li> <li>bb. Electrical**</li> <li>cc. Retaining Wall Layout</li> <li>dd. Retaining Walls Details</li> </ul> </li> </ul>
4. Electrical**	<ul style="list-style-type: none"> <li>- Drawings to follow this order <ul style="list-style-type: none"> <li>a. Electrical Layout</li> <li>b. Electrical Details</li> </ul> </li> </ul>
5. Information* Drawings	<ul style="list-style-type: none"> <li>- Drawings' title: "Information Drawing- a. through e., as shown below and as applicable <ul style="list-style-type: none"> <li>a. Existing Utilities</li> <li>b. Detour Stages</li> <li>c. Alignment Details</li> </ul> </li> </ul>

	d. Grading & Paving Details e. Pavement Elevations
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#### 06.4.2 Corporate Properties Construction Contracts

Drawing Sequence	Drawing Contents
1. Cover Sheet	City of Calgary Logo Consultants Name Name of Contract Contract Number City Tender Number Date (e.g., 2010)
2. Rendering	
3. Site Plan & (Key Plan)	Show area involved identify sheet number Limits of contract
4. Index Note: Can go on Cover Sheet for small projects	All drawings to be indicated Drawing numbers as on drawing to be shown Drawing description or title to be indicated
5. Legend	Symbols, etc.
6. Architectural Drawings	- Drawings to follow this order a. Site Plan, landscaping plan, Utility plan or combination and schedules b. Basement Plan c. Ground Floor Plan d. Upper Floor Plan e. Roof Plan f. Building Elevation g. Building Sections h. Wall Sections i. Interiors Elevations (Washrooms counters, etc.) j. Details (Benches, frames, connections, joints, flashing, etc.) k. Room finish schedule l. Door schedule (Frame and Hardware) m. Miscellaneous details
7. Structural Drawings	- Drawings to follow this order a. General Notes b. Foundation Plan Details c. Column Schedule d. Ground Floor Framing Plan e. Upper Floor Framing Plan f. Roof Framing Plan g. Framing Elevations h. Details
8. Mechanical Drawings	- Drawings to follow this order a. Site plan & Schedules b. Heating, Ventilating, and Plumbing c. Plumbing and Piping d. Mechanical Room Details

	<ul style="list-style-type: none"> <li>e. Miscellaneous Details</li> <li>f. Fire Protection System Layout</li> </ul>
9. Electrical Drawings	<ul style="list-style-type: none"> <li>- Drawings follow this order <ul style="list-style-type: none"> <li>a. Site plan &amp; legend</li> <li>b. Lighting</li> <li>c. Power</li> <li>d. Electrical details</li> <li>e. Telephone and Intercom systems</li> <li>f. Fire alarm &amp; security systems</li> <li>g. Public address system</li> <li>h. Grounding system</li> <li>i. Special detail drawings</li> </ul> </li> </ul>

### 06.4.3 Sewer Construction Contracts

Drawing Sequence	Drawing Contents
1. Cover Sheet	<ul style="list-style-type: none"> <li>- City of Calgary Logo</li> <li>- Consultant's Name</li> <li>- Name of Contract</li> <li>- Contract Number</li> <li>- City Tender Number</li> <li>- Year (e.g., 2010)</li> <li>- Microfilm Number</li> </ul>
2. Legend Sheet	<ul style="list-style-type: none"> <li>- Utility Legend</li> <li>- Showing all Utility Symbols used on Block Profile</li> <li>- Microfilm Number</li> </ul>
3. Route Plan	<ul style="list-style-type: none"> <li>- Contact Utility Notes &amp; Phone Numbers</li> <li>- Show area involved</li> <li>- Identify all Street Names &amp; Section Numbers</li> <li>- Show proposed Sewer Line(s), their sizes and limits of contract</li> <li>- Drawing location and number</li> <li>- North arrow &amp; Key Plan (Upper Right Hand Corner showing surrounding area).</li> <li>- Drawing Number</li> <li>- Microfilm Number</li> <li>- Contract Name</li> <li>- MH. Numbers</li> <li>- Line Assignments</li> <li>- Direction Flows</li> </ul>
4. Block Profile	<ul style="list-style-type: none"> <li>- Use #1 pen and 120 temp. for all dimensions, manhole coordinates, manhole numbers, notes (etc.)</li> <li>- Use 0.80 mm (No. 3) pen for all prop. sewer lines &amp; catch basin leads.</li> <li>- Tie all manholes to P.L.</li> <li>- Give manhole coordinates (sea level)</li> <li>- Tie all sewer line to P.L.</li> <li>- Size of Pipe</li> <li>- Size of catch basin lead</li> <li>- Location of catch basin</li> </ul>

	<ul style="list-style-type: none"> <li>- Location of catch basin</li> <li>- C.B. tied by center line station (Street Contract only)</li> <li>- Northing and Easting grids (if not on Block Profile)</li> <li>- Caution arrow at utility crossing</li> <li>- Invert and location of utility crossing in profile</li> <li>- Manhole type and size</li> <li>- Inverts of incoming and outgoing sewer pipes</li> <li>- Top of pipe</li> <li>- All design data for pipe</li> <li>- Length of pipe</li> <li>- Size of pipe</li> <li>- Slope of pipe</li> <li>- Class of pipe</li> <li>- Des. Q. of pipe</li> <li>- Cap of pipe</li> <li>- Vel of pipe</li> <li>- Class of bedding</li> <li>- Is it S.R.C.?</li> <li>- Does it have M.J. or R.G.?</li> <li>- Sheet No. (same as shown on route plan)</li> <li>- Title</li> <li>- Microfilm No.</li> </ul>
<p>5. River Crossing Drawing</p> <p>Note: The River crossing drawing requires government approval before construction can start.</p>	<ul style="list-style-type: none"> <li>- All information (for contract) is shown on Block Profiles (same as above)</li> <li>- For government drawing</li> <li>- Profile drawing showing</li> <li>- Location of inlet and outlet chambers, type and size</li> <li>- Width of river</li> <li>- Min. cover over syphon</li> <li>- Length of pipe</li> <li>- Water elevation</li> <li>- Date of water elevation</li> <li>- Top of pipe</li> <li>- Inverts of pipe</li> <li>- Angle of deflection</li> <li>- Pipe detail showing section of pipe</li> <li>- Type of pipe</li> <li>- Site plan showing legal and location of river crossing</li> <li>- Scale of syphon Hor 1:100 Ver 1:100</li> <li>- Scale of site plan 1:4800 (put in upper right hand corner of plan)</li> <li>- Chamber details are shown on detail drawings</li> <li>- Microfilm number</li> </ul>
<p>6. Railroad Crossing Drawing</p> <p>Note: A special</p>	<ul style="list-style-type: none"> <li>- (For contract) all information is shown on block profile</li> <li>- Microfilm number</li> </ul>

drawing must be prepared for railway approval	
7. Detail Drawings	<ul style="list-style-type: none"> <li>- This would include drawings such as outfalls, special manholes, inlet, outlet manholes, duct details (etc.)</li> <li>- Microfilm number</li> </ul>

#### 06.4.4 Waterworks Construction Contracts

Drawing Sequence	Drawing Contents
1. Cover Sheet	<ul style="list-style-type: none"> <li>- City of Calgary Logo</li> <li>- Consultant's name</li> <li>- Name of contract*</li> <li>- Contract number</li> <li>- City Tender number</li> <li>- Year (e.g., 2010)</li> <li>- Field note number</li> </ul>
2. Index Sheet	<ul style="list-style-type: none"> <li>- Indicate all drawings</li> <li>- Drawing numbers as on drawing to be shown</li> <li>- Drawing description or title to be indicated</li> </ul>
3. Key Plan	<ul style="list-style-type: none"> <li>- Show overall area including major streets</li> <li>- Identify major street names and section numbers</li> <li>- Show northing and easting if possible</li> <li>- Show prop. water and limits of contract</li> </ul>
4. Route Plan	<ul style="list-style-type: none"> <li>- Identify all street names and section number</li> <li>- Show station details</li> <li>- Show prop. water and limits of contract</li> <li>- Contact utilities at crossing note c/w "name and phone number"</li> <li>- Legend c/w abbreviations</li> </ul>
5. Plan & Profile	<ul style="list-style-type: none"> <li>- Use 1.0 mm (No. 4) pen for water</li> <li>- Line assignment</li> <li>- Station details</li> <li>- Sea level coordinates for bends, start and end of proposed water</li> <li>- Northing and easting grids</li> <li>- True length on profile</li> <li>- 20 m overlapping</li> <li>- Caution arrow at utility crossing</li> <li>- Invert elevation of utilities at crossing</li> <li>- Details</li> </ul>
6. Valve Chamber Drawings	<ul style="list-style-type: none"> <li>- Structural drawing c/w details and general notes</li> <li>- Mechanical drawing c/w key plan and material list</li> </ul>
7. Traffic Control Drawings	<ul style="list-style-type: none"> <li>- Route plan showing limits of drawings</li> <li>- Detail drawings showing Construction area, direction of traffic flow and lanes</li> </ul>
8. Test Hole Drawings	<ul style="list-style-type: none"> <li>- Route plan showing location, number and depth of test holes</li> </ul>
9. Pipe Fabrication Drawings	<ul style="list-style-type: none"> <li>- Layout drawings showing street details and street names</li> <li>- Detail drawings</li> </ul>

10. Railroad Crossing Drawing	- Showing plan, profile, section and site plan
11. River Crossing Drawing	- Showing plan, profile, section and key plan
12. Cathodic Protection Drawings	<ul style="list-style-type: none"> <li>- Show existing utilities and proposed water c/w caution arrows at crossing</li> <li>- Location of anode bed c/w total number, type, depth and spacing of anodes.</li> <li>- Location and specification of wires, rectifier and watering pipe</li> <li>- Site plan if required</li> <li>- Legend</li> </ul>

**Note:** Name of Contract is required on all drawings.

## **06.5 General Information and Procedures**

### **06.5.1 General Information**

All elevations provided by The City of Calgary, Infrastructure and Information Services, Legal Control Survey Section, concerning Alberta Survey Control Monuments are to geodetic datum.

All coordinates will be referenced to the Alberta Survey Control Network and will be referred to the 3TM mapping projection and the 1983 North American Datum (NAD83)

Copies of all block profiles of existing utilities and engineering design drawings on file may be picked up at The City of Calgary, Infrastructure and Information Services.

Infrastructure and Information Services or the Project Manager should give guidance and direction to the Consulting Engineer in the preparation of contract drawings.

Drafting standards for road and utility contract drawings must conform to the Urban Highway Designs Guide, Province of Alberta book, presently being used by The City of Calgary, Infrastructure and Information Services.

Architectural and Structural Contract Drawings must conform to CAN3- B78.3-M77 Building Drawing Standards developed by the Canadian Standards Association (C.S.A.)

For tenders issued by Building Infrastructure, where drawings consist of four sheets or less, drawings should be folded to 8 1/2 X 14".

### **06.5.2 Notes on Drawings**

The following notes are to be clearly shown on all Drawings which show work to be done on water or sewer lines as applicable:

"The Inspection Section of Water Services, 403-268-4385, must be given forty-eight (48) hours advance notice prior to the Contractor carrying out any work on the water distribution system.

"All work on the water distribution system must be in accordance with the latest edition of The City of Calgary Standard Specifications, Waterworks Construction".

"The Inspection Section of Water Resources, 403-268-4385 shall be given forty-eight (48) hours advance notice prior to the Contractor carrying out any work on the sewer system

"All work on the sewer system must be in accordance with the applicable edition of The City of Calgary Standard Specifications, Sewer Construction.

### **06.5.3 Detours** (Reference G.C. 4.21)

- a) Calgary Transit must be given a minimum of forty-eight (48) hours advance notice of any minor detours. All major detours or route alterations require three (3) months advance notice. Calgary Transit is to be notified by the Business Units of any changes in the proposed work schedule and construction program on any projects which may affect them.
- b) Traffic Assessment must be given a minimum of forty-eight (48) hours advance notice of any minor detours or proposed traffic disruptions.

## 07 Price Schedule

In the Special Conditions indicate whether the Price Schedules are to be submitted with the Summary for Form of Tender (Yellow Sheet) at time of close OR to be submitted with the Bidder's Information Sheets (22 Hour Sheets).

It is recommended that lengthy price schedules are to be submitted with the Bidder's Information Sheets to simplify what is required of the Bidder and thus reduce the risk of non-compliance.

Include the project specific Price Schedule after the Special Conditions and Drawings along with any applicable Separate Price Schedules. Insert a summary sheet after the schedules. Please ensure that the price schedules are clearly legible and provide ample room for prices to be entered.

The project specific Price Schedule, Separate Price schedules for additions and deletions and Summaries for Form of Tender (Yellow and Goldenrod) are to be prepared by the Project Manager or their designate. Separate Price schedules for additions and deletions and Summaries for Form of Tender (Yellow and Goldenrod).

If a Price Schedule is not utilized, populate the Bid Breakdown sheet to be used for purposes of progress payments during construction. (Reference G.C. 6.1).

## 08 Separate Price Schedules

Separate Price Schedules are optional forms and accordingly they each require an explanation of their effect on the Basis of Award.

The **Separate Prices – Deletions to Contract Schedule and Additions to Contract Schedule** should be used when you wish to solicit a price relative to an item or scope of work that is considered desirable, but not essential, to the project. Such schedules can be used for flexibility to reduce the scope of work to stay within the approved budget or to add optional items in case of favourable bids under budget. These schedules can also be used to ask for pricing based on different completion dates. **The use of these sheets is highly recommended as the best way to add flexibility to the tender.** The City will only consider additions to or deletions from the base bid of the lowest base compliant bid. (Reference G.C. 2.9.6)

With the exception of the standard separate price schedules referred to above, if the **Basis of Award** for your tender deviates in any way from the traditional low bid scenario, this must be discussed with the Buyer and Law Department representative involved and clearly communicated in the Special Conditions.

## 09 Summary for Form of Tender (Yellow Sheet) (Reference G.C. 2.5)

### (a) Completing the Form of Tender

Complete all relevant sections, if not applicable indicate "N/A".

### (b) Labelling

Insert project title and tender number.

### (c) Populate Schedules

Populate schedules, ensure they match the Price Schedule if created. If no schedules were created, indicate Schedule "A".

### (d) Contingency Allowance

Populate the Contingency Allowance. The Contingency Allowance is generally 10% of the contract value however can be other amounts as determined by the assessed risk to the project. The Contingency Allowance must be inserted on the Summary for Form of Tender page and NOT in the Price Schedule. The Contingency Allowance is intended solely for non specific extra items that, based on experience, may or may not have been anticipated and may or may not materialize but are not included in the scope of Work. (Reference G.C 1.1.9, G.C. 6.4, G.C. 6.5)

### (e) Cash Allowance

Populate the Cash Allowance. If not applicable, indicate "\$0.00". If a Cash Allowance is applicable to the project, it must be inserted on the Summary for

Form of Tender page and NOT in the Price Schedule. A Cash Allowance is used to incorporate specific scopes of work or materials to be included in the Total Tendered Price but which have yet to be designed or clarified, or The City will provide at a known cost (e.g. ECO Plan, City Corporate Contracts). Cash Allowance must be detailed in the Special Conditions. (Reference G.C. 1.1.5, G.C 6.4).

#### 10 Summary for Form of Tender for Alternate Bid (“Goldenrod”)

The Goldenrod should always be included unless alternates will not be considered. The City will only consider an alternate bid from the lowest base compliant bid. (Reference G.C. 3.6)

**Note:** If alternates to a specified design will not be considered, this MUST be declared in the Special Conditions referencing and negating G.C. 3.6. Additionally, the Summary for Form of Tender for Alternate Bid (Goldenrod Sheet) should be populated “N/A” in the tender package.

If the “Goldenrod” Sheet is included, populate as per The Summary for Form of Tender (Yellow Sheet).

#### 11 Bidder’s Information Sheets

**Note:** These six pages are to be provided by the Bidder within 22 hours of Tender close.

(a) Completing the Bidder’s Information Sheets

Insert the Project Title and Tender Number on each page, also populate the label. Include all pages. If any pages are not applicable, type “NOT APPLICABLE” in the body of the form. (Do not omit pages that are not applicable.)

(b) Bid Breakdown

If separate Price Schedules are not utilized, the Bid Breakdown sheet should be populated to be utilized as a basis for determining progress payments. (Reference G.C. 2.7)

(c) Surety’s Agent Information

Utilized for advising the Surety in the event the Tenderer they represent is awarded a contract.

(d) List of Equipment

Utilized for reviewing if the equipment is suitable for its intended purpose.

(e) Sub-Contractors/Suppliers List

Utilized for reviewing the sub-trades and material suppliers the Tenderer intends to utilize on the project. If in the Special Conditions or Project Specifications specific material or sub-trades are indicated, they should appear on the list supplied by the Tenderer. (References: G.C. 2.15, G.C. 4.31)

(f) Statement of Source of Material Supply

Tenderer to advise source of materials for the project so that testing can be done on the materials. (Reference G.C. 4.27)

12 Contractors Environmental Acknowledgement Form (Reference G.C 4.35.1)

(a) Overview

All tender documents for construction projects must include The City website reference for the acquisition of the Contractor Environmental Responsibilities Package (CERP). Link: [www.calgary.ca/bids](http://www.calgary.ca/bids)

The Contractor Environmental Acknowledgment Form is part of the tender package for contractor review, signature and return with their bid package.

(b) Labelling

Insert tender number.

13 Prime Contractor Management Status (Reference: G.C. 4.11)

(a) Completing the Prime Contractor Management Sheets

Insert the Project Title and Tender Number on each page. Include all pages. If any pages are not applicable, type "NOT APPLICABLE" in the body of the form. (Do not omit pages that are not applicable.)

If utilizing Pre-Qualified contractors, it is only necessary for Tenderers to populate the single page (1 of 1) that addresses specific personnel to be assigned to a specific project. (Reference G.C.4.11).

If not utilizing Pre-Qualified Contractors, include the 3 pages of the Prime Contractor Management Structure sheets. Please consult Supply Management and your Business Unit Safety Advisor for qualifications and submittal criteria to be added to the Special Conditions.

14 Bid Bond

(a) Inclusion of Forms

As per City policy, all City construction projects are required to be Bid Bonded, therefore all Tenderers are required to submit a Bid Bond from a Surety Company in the amount of not less than 10% of the Total Tendered Price with their Bid. The City may accept other forms of bid security as indicated in G.C. 2.6.2. (References G.C. 2.6, G.C. 2.6.1)

(b) Labelling

Insert project title and tender number on EACH page.

## 15 Consent of Surety to Furnish Bonding

(a) Inclusion of Forms

As per City policy, all City construction projects are required to be Performance Bonded, therefore all Tenderers are required to submit a Consent of Surety from a Surety Company in the amount of not less than 50% of the Total Tendered Price with their Bid.

In cases where the Labour & Materials Payment Bond form is not required, it (and the corresponding "Consent of Surety for Performance Bond & Labour and Materials Bond" form) should be marked "not applicable". (see also Guidelines reference 3.5 02 (k) Notice for additional information). The City may accept other forms of performance security as indicated in G.C. 3.3.2. (References G.C. 3.3, G.C 3.3.2)

(b) Labeling

Insert project title and tender number on EACH page.

## 16 Performance Bonds

(a) Inclusion of Forms

As per City policy, all City construction projects are required to be Performance Bonded in the amount of not less than 50% of the Total Tendered Price, all forms in the package are to be included for all projects.

In cases where the Labour & Materials Payment Bond is not required, it (and the corresponding "Labour and Material Payment Bond" form) should be marked "not applicable". (see also 3.02 (f) for additional information). (Reference G.C. 3.3)

The successful Tenderer will be notified by the Letter of Award issued by the Buyer in Supply Management to furnish the bonds, WCB clearance letter, proof of insurance, other documents that may be specified in the Tender, and signed Waiver to the Law Department.

(b) Labelling

Insert project title and tender number on EACH page.

17 Waiver Form

**Note:** To be executed by the successful Tenderer only, The Law Department or Supply Management will contact the Contractor directly to obtain after The Letter of Award is issued. (Reference Guidelines 4.2. (d) Award Procedures)

(a) Labelling and Numbering

- (i) Insert Project Title and Tender Number at the top of Page 1;
- (ii) Complete this document by inserting the documents which are incorporated by reference along with the year of their most current or applicable version (e.g. Standard Specifications Road Construction 2013). Any listed Standard Specifications that do not apply should be marked "N/A". If the Force Accounts Rates are not applicable to the project, they may also be marked "NA".

**Note:** Further to 02(d), the Standard Specifications referenced on page 2 of the Notice must be consistent with the Standard Specifications referenced in the Waiver and in Article 1 of the MOA.

(b) Standard General Conditions (Reference G.C 1.1.26)

Inclusion

The Standard General Conditions (latest version) must always be incorporated by reference in the Notice, Waiver and the MOA. Under no circumstances may the Standard General Conditions be deleted or reworded.

18 Memorandum of Agreement

A sample Memorandum of Agreement ("MOA") is always placed last in the tender document. It is only a sample of the form of document that the Contractor and The City are expected to finalize and sign.

## 4.0 CLOSING AND AWARDING OF TENDERS

### 4.1 Closing of Tenders, Evaluation and Award Recommendation

All Tenders will close at the office of the Manager of Supply Management on the date and time stipulated in the Notice to Tenderers, or as might be changed by addendum.

The City of Calgary will publicly open tenders immediately after the closing time, bid compliance is not checked at the time of tender opening. Late bids will be returned to the bidder unopened by Supply Management.

The following "Awarding" procedures will be followed:

- (a) Supply Management will check all bids for compliance and tabulate all tenders. They will note these tabulations and place any remarks in Parts 'A' of the Bid Summary and Approval Form (BSA). No copies will be provided until Supply has completed its compliance review of the bid documents including the receipt of the Bidder's Information Sheets (22 Hour Sheets).
- (b) Supply Management will then send the original of the BSA Form together with copies of all compliant bids received, to the requesting Business Unit or the consultant assisting the Business Unit, or both.

**During the tender evaluation process, no information will be given to any individual or firm having a direct or indirect interest in the final award.**

Discussions will be limited to those persons required to complete the necessary technical and commercial evaluation of bids.

**There must be no contact between the bid reviewers and any Bidder without consultation with and prior approval of Supply Management.**

**Note:** If there is ANY issue with respect to the acceptance of a non-compliant aspect of a bid pursuant to GC 2.9, Supply Management and the Law Department must be consulted.

- (c) The evaluation team for the project shall review the tendered bids and submit their award recommendation with copies of all bids to the requesting Business Unit. The Consultant should provide a letter to the Project Manager stating that they have reviewed the bid and find it acceptable as part of the Award Recommendation. The requesting Business Unit shall make the recommendation to Supply Management regarding the award of the Contract by completing Part 'B' of the BSA.

The award must be for the recommended amount, including price adjustments as stated on the Additions or Deletions to Contact Sheets (where applicable), any negotiated adjustments (where applicable) contingency (where applicable), cash allowance (where applicable), and GST. (Reference G.C. 2.9.5, G.C.2.9.6.)

The requesting Business Unit must fill in all the blank spaces in Section 'C' of the BSA Form. Any section not completed could delay the award of the Contract by Supply Management. The budget and Dept ID Owner approval is mandatory.

Clear identification of dollars set aside for the tender being awarded must be shown in the "Budget Account". This is the amount for construction and not the overall budget or program budget.

The Business Unit must enter the requisition on the PACE system and include the requisition number on the BSA. All photocopies of the bids must be returned along with the BSA to the Buyer in Supply Management.

**The Project Manager may retain a copy of the successful bid with the understanding that they are responsible to ensure confidentiality of all information. Absolutely no information is to be shared with any party other**

**than those directly involved in the evaluation for award process. This restriction must be strictly adhered to.**

Attention is drawn to G.C. 2.9.2 which provides authorization of a credit check to be performed by Supply Management. A credit check will not be initiated for all Bidders. This procedure is only to be followed for low Tenderers where the City is not familiar with the Tenderer or there is a reasonable question as to the financial status of the Tenderer.

#### 4.2 Award Procedures

**Only The Manager of Supply Management or his designate(s) have the authority to award tenders. Do not contact the recommended Bidder until advised by Supply Management.**

- (a) Upon receipt of the BSA from the Business Unit, the Buyer in Supply Management will create and submit an Award Recommendation to the Manager of Supply Management or his designate(s) for final approval.
- (b) Upon Award Recommendation approval by the Manager of Supply or his designate(s), the Buyer in Supply Management will issue a Letter of Award to the successful Tenderer. The original is sent to the successful Tenderer, with copies to the Project Manager, Law Department, and the Surety Company named on the bonds.
- (c) Supply Management will forward the **original** Purchase Order to the Contractor by fax, with copies to the Law Department, and the Surety Company. The Project Manager's copy will be e-mailed. A Vendor Performance Evaluation form will be sent to the Project Manager through internal mail for completion at the end of the contract. The Vendor Performance Evaluation is part of the Contract Administration Forms Package (formerly known as Package 2) and is available for City Project Managers on the Supply Management intranet web site:

<http://mycity/OurOrg/Dept/CFO/FinanceSupply/BuySell/Pages/Tenders.aspx>

Evaluations can be conducted throughout the course of construction.

- (d) The Law Department or Supply Management will contact the Contractor directly to obtain:
  - The Certificate of Insurance;
  - Performance Bonds;
  - Waiver Form; and
  - Letter of good standing from the Worker Compensation Board.
- (e) Upon receipt of the required documents the Law Department will issue to the Project Manager a Memorandum to Issue the Notice to Proceed.

- (f) The Project Manager may now issue the Notice to Proceed (Form A1 Notice to Proceed - Legal) to the Contractor from the Contract Administration Forms and is available for City Project Managers on the Supply Management intranet web site:

<http://mycity/OurOrg/Dept/CFO/FinanceSupply/BuySell/Pages/Tenders.aspx>

- (g) Supply Management will submit:

- The original bid submitted by the Contractor;
- Any alterations to the bid as a result of negotiations;
- Copy of the Purchase Order;
- Original Bid Bond;
- Original Consent of Surety;
- Copy of the Bid Summary and Approval Form;
- Copy of the approved Supply Management Award Recommendation Summary; and,
- Copy of the Award Letter sent to the Vendor.

to the Law Department (Attention: Contracts Paralegal) for the purposes of producing the formal agreement.

- (h) The Project Manager must submit to the Law Department, (Attention: Contracts Paralegal) the following documents to be used in the preparation of the formal agreement:

- (i) Three (3) complete copies of original cerlox bound Tender Documents with suitable cover page;
- (ii) Three (3) sets of the tender drawings; and
- (iii) Three (3) copies of any addenda or correspondence which amend or vary the terms of the agreement or the award.

**The requesting Business Unit should retain a copy of the material forwarded to Finance & Supply and Law for their own records.**

#### 4.3 Contract Execution

When the Law department is in receipt of the Contract Documents and the purchase order, it will prepare the Memorandum of Agreement and forward the original and one (1) copy of the Contract to the appropriate Buyer and the Client Business Unit for review and approval "As to Content". The Client Business Unit returns the approved Contract to the Contracts Paralegal in the Law Department who will forward the Contract to the Contractor for execution.

Once the executed Contract is returned by the Contractor, the lawyer will approve "As to Form".

The Contract is forwarded to the Manager of Supply Management for execution on behalf of The City of Calgary.

One (1) executed copy is retained by Finance & Supply. One (1) copy is returned to the Law Department, which will forward the executed Contract to the Contractor. Law will also provide a photocopy of the signed Memorandum of Agreement to the Project Manager for The City.

#### 4.4 Irrevocable Letter of Credit

The City will accept other forms of security, please refer to G.C. 2.6.2 and G.C.3.3.2 for further information.

##### (a) Corporate Policy – Irrevocable Letters of Credit Where Deemed Appropriate

The “Accepting Letters of Credit” Policy has been approved by the Director of Finance/City Treasurer and applies whenever The City accepts a letter of credit as security from a contractor, developer, consultant, or any third party. The City’s Treasury is responsible for setting acceptance criteria for counterparties (e.g., banks) that issue letters of credit and for maintaining a current list of approved counterparties from whom letters of credit may be accepted.

This policy applies to all letters of credit submitted to The City. Any reference to **Letter of Credit (L.C.)** means **Irrevocable Letter of Credit (I.L.C.)**.

1. Where The City is accepting a Letter of Credit in lieu of a bid bond (G.C.2.6.2), consent of surety (G.C.3.3.2) or withholding the ten percent (10%) holdback on progress payments (G.C.6.8.2), the Letter of Credit can be accepted only if the financial institution:
  - a. is on Treasury’s current list of acceptable counterparties; OR
  - b. has been approved by The City Treasurer or Treasury Manager to be added to the current list; OR
  - c. has been approved on a “one time” or “exception” basis by The City Treasurer or Treasury Manager for a specific letter of credit.

Finance & Supply business unit will periodically issue an updated list of financial institutions from which letters of credit, can be accepted, without obtaining Finance & Supply business unit Approval.

Any letter of credit presented to The City from a financial institution that is not on the current list of acceptable counterparties must be reported to Finance & Supply business unit for approval in accordance with The City’s “Accepting Letters of Credit Policy”.

**Note:** For Letters of Credit for hydrant control units (Water Resources) and for Letters of Credit administered by Tax and Receivable, there are slightly different requirements. Contact Finance for a copy of the Accepting Letter of Credit Policy.

2. The Letter of Credit must clearly state:
  - a. That it is an irrevocable Letter of Credit;
  - b. The name of the issuing bank or credit union;
  - c. The amount;

- d. The address of the local Calgary branch; or if the issuing bank address is an international center of the bank in a major Canadian city then the bank must provide written communication that the L/C can be presented to a Calgary branch;
  - e. The expiry date.
- (b) Business Unit Procedures Re: Irrevocable Letter of Credit issued in Lieu of Withholding 10% Builders Lien Holdback (See G.C. 6.8.2).

The following procedures are to be used for construction Contracts and Consultant Agreements (as applicable).

1) Acceptance and Control

Project Manager – In the event that the Contractor provides an I.L.C. it is the responsibility of the Project Manager to administer the process. The Project Manager obtains an Irrevocable Letter of Credit (I.L.C.) for 10% of the total tender price including contingency (if applicable), cash allowance (if applicable) and GST within 7 days of acceptance of the tender award and forwards the L.C. with a copy of Summary for Form of Tender to Accounting.

**A new L.C. may be required for:**

- (a) contract extensions to cover additional costs;**
- (b) extension of the contract completion date;**
- (c) if the L.C. is released when the contract is substantially performed; or,**
- (d) any combination of the above.**

Accountant/Project Manager – the Accountant or Project Manager, or both must examine the L.C. before accepting it. Some points to look for are listed below:

- (i) Correct content and wording. In the case of Construction Contracts, the minimum City of Calgary requirement for the L.C. should be included in the tender documents.
- (ii) Must bear an authorized signature from the issuing bank. Must have stamp, or number, after authorizing signature(s).
- (iii) Should bear the clause “Except so far as otherwise expressly stated, this documentary credit is subject to the “Uniform Customs and Practice for Documentary Credit” (1983 Revision) International Chamber of Commerce (Publication No. 400.)
- (iv) Job, project name, contract/tender number, should all be on the L.C.
- (v) Date of issue and expiry.
- (vi) If any situation where partial drawings are required make sure this is included in the Letter of Credit wording.
- (vii) Correct amount, in Canadian Dollars.

- (viii) Correct expiry date (60 days beyond contract completion date.).
  - (ix) Issued by an approved financial institution. Check list approved by Finance, Treasury.
  - (x) Must be payable in Alberta.
  - (xi) Contact Finance for any letter of credit submitted to The City from a financial institution not on the approved list.
  - (xii) An approved L.C. must be in place before the first invoice payment is made.
  - (xiii) The L.C. document must be addressed to The City of Calgary, NOT to the Business Unit responsible for the project.
- 2) Where there is a purchase order, the Project Manager will inform the supervisor of Accounts Payable and Finance & Supply in writing that a L.C. has been received in lieu of the Builders Lien Holdback, and attach a copy of the L.C. to each notification.
  - 3) Maintain a control list of all L.C.s, showing name of Contractor, Tender/purchase order number, total Tender price including contingency, cash allowance, and GST (if applicable), L.C. amount, expiry date, Project Manager responsible, status, etc. An electronic file can be utilized for this purpose.
  - 4) Keep all L.C.s in the Departmental Accounting area in a locked, fire-proof cabinet. A photocopy of each L.C. should be maintained by the Project Manager in a separate file.
  - 5) Run weekly reports, sorting the file by the expiry date of the L.C. (Mondays, when payables are processed).
  - 6) Check progress billing against L.C. expiry date listing prior to processing for payments.
  - 7) Review all L.C.s expiring in the next forty-five (45) days. Although the onus is on the Contractor to extend without notification from The City, letters may be sent to remind the Contractor, where an extension or replacement is required. A bring forward system can be implemented to remind the Contractor to renew the L.C. (i.e. 45 days, 30 days, and 15 days prior to expiry).
  - 8) The L.C. may be returned, forty-five (45) days after the date of a Substantial Performance Certificate provided that no liens have been registered. If returned, the Project Manager must either:
    - a) obtain a new L.C. for 10% of the value of the remaining work, or
    - b) retain a 15% holdback on any subsequent payments.

Inform the Supervisor of Accounts Payable, in writing, that either a new L.C. has been received, or a 10% holdback will be retained on subsequent payments. Create

and submit a PS395 Change Request Form to the Buyer to create a holdback line on the Purchase Order to accommodate the holdback.

**Note:** Business Unit Accounting requires a copy of the W.C.B. Certificate, Statutory Declaration and C.C.C., prior to releasing the Letter of Credit to the Project Manager for return to the Contractor.

- 9) Advise Accounts Payable when the final invoice is processed so their copy of the letter of credit can be attached to the final invoice copy.
  - 10) Return letter of credit sixty (60) days after issuance of C.C.C., providing no liens have been registered.
  - 11) Update file whenever changes in the status of a letter of credit, or contract occur.
- (c) Procedures for Cashing A Letter Of Credit, If Necessary

Consult with Law prior to engaging in this process. A Letter of Credit should be cashed only if the Contractor fails to extend, increase, or provide a new Letter of Credit, or when The City of Calgary feels that it is at financial risk.

1. After obtaining approval from the City Treasurer or authorized representative, steps should be taken to cash the L.C. at the issuing financial institution. Fifteen (15) days prior to the expiry date, follow-up with the Contractor to ensure that the Contractor has initiated steps to provide a new L.C. The Contractor and issuing institution should be notified that the current L.C. will be cashed by The City if a new L.C. is not received.
2. Check with the issuing financial institution regarding how much notice they require to enable the L.C. to be cashed before it expires. Check the L.C. for any documentation that may be required to support cashing of the L.C.
3. The amount received from the cashed L.C. should be deposited to a holdback account. Cash holdback can be released 60 days after issuance of a C.C.C., a lien check and upon receipt of an invoice.

## 5.0 CONTRACT ADMINISTRATION

The role of the Project Manager is complex and difficult, balancing schedule and budget. It is important that a Project Manager keeps a detailed journal of all events related to a project in case of incidents or disputes. The Project Manager should engage all members of his project team (Consultants, Inspectors, Environmental Specialists, Safety Officers) and recruit support from other Business Units as required.

It is strongly recommended that Project Managers take advantage of training offered by Infrastructure & Information Services, for further information please visit:

<http://mycity/OurOrg/Dept/CS/IIS/divisions/cpam//cpmc/Pages/Default.aspx>

### 5.1 Contractor Mobilization

After receipt of the Notice to Proceed from the Project Manager, the Contractor is responsible with complying with all relevant legislation and requirements of those federal, provincial, municipal or other governmental bodies, agencies, tribunals or authorities having jurisdiction and lawfully empowered to make or impose laws, bylaws, rules, orders or regulations with respect to the Contractor's obligations. Relevant legislation includes any applicable amendments and regulations. (Reference G.C. 4.8)

As part of the requirements The Contractor shall post and maintain at a conspicuous location or locations The City of Calgary Acknowledgement of Prime Contractor Designation form, which will be provided by the Project Manager. This form must be signed by The City and the Contractor and indicate the name of the person designated on behalf of the Contractor for this purpose. It is the responsibility of the Contractor to ensure all workers at the worksite are aware of the person designated in the Acknowledgement of Prime Contractor Designation form. (Reference: G.C. 4.11.6)

As part of the requirements The Project Manager shall provide and the Contractor shall post and maintain at a conspicuous location or locations a list of telephone numbers appropriate for contacting key contract personnel in the event of an emergency (hereinafter "Emergency Call Card"). (Reference G.C. 4.11.9)

The City of Calgary Acknowledgement of Prime Contractor Designation and Emergency Call Card forms are available as part of the Contract Administration Forms (formerly known as Package 2) and are available on Finance & Supply's intranet site:

<http://mycity/OurOrg/Dept/CFO/FinanceSupply/BuySell/Tenders%20Documents/Forms/Contract%20Admin.aspx>

### 5.2 Awarded Value of Contract (Reference G.C. 1.1.13)

The Contingency Allowances and Cash Allowances are administered in accordance with G.C. 6.4.

The Engineer will authorize change orders for expenditures from the Contingency Allowance as per G.C. 6.5.

**In no case should the work under a Contract be allowed to exceed the “Authorized Funds” (total dollar value) originally awarded.**

If the Project Manager determines that the cost of the work will exceed authorized funds, the Business Unit will complete a written request to Finance & Supply detailing the additional Work and cost required to complete the Contract. All requests for a contract increase must be forwarded to Supply Management for approval using the PS395 form. The request must be approved by the DEPT ID OWNER. Supply Management will process the change order request and forward the amended purchase order to all parties concerned.

The PS395 form and the Instructions for Completing the PS395 can be found at:

<http://mycity/OurOrg/Dept/CFO/FinanceSupply/BuySell/Purchasing/Pages/Default.aspx>

**Note:** The PS395 form is only to be used for construction purchase orders. For changes to all other types of purchase orders use the PS394. The PS394 Form can be found using the link above.

If the allocated funding is not sufficient for an extension, the Business Unit will address any insufficiency before any approval for the extension is given.

### 5.3 Notice of Proposed Change (Reference G.C. 1.1.36)

A “Notice of Proposed Change” should be used to request a change to a Contract. A change must be requested when something is added or deleted from a Contract.

The issuance of a Notice of Proposed Change initiates the process of having a change authorized and provides a written record of where the change request originated. A Change Order may be issued. In a case requiring an increase of the Total Contract Award, including Allowances, Contingency and GST, the second step would involve issuing a PS395, followed by a Contract Change order and the P.O. Change Order. (Reference 7.3)

A Notice of Proposed Change is a source document issued by the Project Manager or Consultant to the Contractor, describing the contemplated revision, and **requesting** a price quotation. **It does not provide any authorization to implement the change.** Therefore, it is not necessary to obtain approval before issuing a Notice of Proposed Change to a Contractor.

When issuing a Notice of Proposed change, the Project Manager or Consultant must identify:

- Reasons for the change;
- Drawing issued with the change; and,
- Description of the change.

Generally, Contractors will reply to the Notice of Proposed Change by returning a quotation on their own stationery or by returning a signed copy of the Notice of Proposed Change with the requested information written in.

Whichever format they provide, it will be affixed to the eventual PS395 to be sent to Supply Management for consideration and approval. Approval is NOT automatic.

Final approval for any financial increase in the Total Contract Award including Allowances, Contingency and GST resides with the Manager of Supply Management. **Work relating to any such increase should not proceed until approval from the Manager of Supply Management has been obtained.**

Therefore in the interest of expediting the process the Project Manager should contact the Buyer associated with the project to advise or discuss an impending extension of this sort, prior to sending the PS395 to Supply Management.

Approval of the Award Extension will be formally communicated in most cases by letter from Supply Management and always by the issuing of a P.O. Change Order similar to the original award process. The Change Order may then be issued by the Project Manager or Consultant to the Contractor

Supply Management strongly recommends you maintain clear, concise and timely communication with your Buyer to avoid any delays in obtaining approvals.

#### 5.4 Change Order (Reference G.C. 1.1.6)

Change Orders are issued by a Project Manager to change scope or specification.

As stated previously a Change Order which does not result in a financial increase to the Total Contract Award including Allowances, Contingency and GST, does not require approval from the Manager of Supply Management. Consequently no Letter of Notification of Contract Extension or Purchase Order Change Order will be issued by Supply Management. The Change Order is sufficient notification for the Contractor.

The Surety Companies for the Contract Performance Bond and Labour & Material Payment Bond require notice to the Surety Company when change orders with a financial consequence are issued. Notification of the Surety Company will be handled by Supply Management.

A Change Order adjusts the Contract values, or authorizes the use of the Contingency Allowance in the Contracts.

The Change Order should describe the change in general terms and should reference the "Notice of Proposed Change" which instigated the change. It should clearly show the expected amount of funds that are being committed by the change.

For example, in the case of a quantity change affecting the extension of unit prices, the change order should show the estimated units multiplied by the quoted unit cost to develop an estimated total cost of the change:

$$2,000 \text{ units} \times \$10.00/\text{unit} = \$20,000.00.$$

The Change Order statement of adjustment section is to be completed by the Project Manager. Note that the Contract value on the initial Change Order will be the amount of the Contract less the Contingency Allowance. Subsequent Change Orders will carry totals

determined from the previous Change Orders. In the case of Unit Price Contracts, the Contract Value shown on the initial Change Order will be the tendered summation of the Unit Prices.

**A Final Change Order** will be issued at the completion of the Contract to “adjust” the Contract Value to make the Change Order Statement of Adjustment Section agree with the Final Contract Value. A copy of the Final Change Order must be sent to Accounts Payable to advise them of the completion of the Contract.

**Note:** The Final Progress Certificate can be used as back-up for the Final Change Order.

**Note:** For mark-up information see GC 6.2.2.

#### 5.5 Field Order (Reference G.C. 1.1.21)

A document issued during construction, by which the Engineer makes changes in the work. This document is used in an urgent situation and the Engineer may subsequently prepare a Change Order.

#### 5.6 Builder’s Lien Act of Alberta

In order to comply with the provisions of the Builders' Lien Act, The City must withhold (The “Holdback”) ten percent (10%) of all progress payments on the Contract. The City will also accept a Holdback Bond or Irrevocable Letter of Credit, as described in section 4.4 of these Guidelines in lieu of withholding the ten percent of progress payments.

The City is also prevented by law from making any further payments whatsoever to the Contractor under the Contract after a lien has been registered against the property by reason of work done under the Contract, either by the Contractor or a Subcontractor, or by reason of material supplied for work under the Contract. The Project Manager must immediately contact the Contractor to have the lien removed. .

(Reference G.C.6.8. and Article 3 of the Memorandum of Agreement)

#### 5.7 Progress Certificates

ALL Progress Certificates, final certificates, release of Holdback Certificates, detail sheets, and back-up documentation should be prepared by the Project Manager or Consultant and receive appropriate approvals, including Dept I.D. Owner approval. The Business Unit will record, approve, and submit the claims for payment.

Invoices requiring authorization must be approved by the Dept ID Owner in accordance with the Accounts Payable Signing Authority, Policy FA-010.

(also see Policy FA-014 Accounts Payable Invoices) Link to the policy library:

<http://mycity/OurOrg/Dept/CorporateAdmin/ManagerOffice/AdministrationPolicy/Pages/Default.aspx>

##### 5.7.1 Invoice Procedures

Invoices for the work are verified by the consultant and Project Manager, approved and signed by the Dept ID Owner, and submitted to Accounts Payable for payment (reference the Purchase Order number). The invoice will be accompanied by a progress payment certificate, a letter of good standing from WCB, and a Statutory Declaration.

(Reference G.C. 6.6 and Article 3 of the Memorandum of Agreement) (Reference FA-014 Accounts Payable Invoices). For invoices greater than \$100,000.00 it is recommended that the Project Manager request a Title search to be supplied by the Contractor to ensure that there are no liens on the property.

#### 5.7.2 Release of Holdback procedure at Substantial Performance Stage

Where a Contractor or Subcontractor is of the opinion that the contractor's contract is substantially performed, the Contractor may issue and deliver to the owner a certificate of substantial performance. To comply with Section 19 of The Builder's Lien Act of Alberta, the person issuing the Certificate of Substantial Performance shall within 3 days from the date of issuing the certificate, post a signed copy of it in a conspicuous place on the job site so that persons working or furnishing materials have a reasonable opportunity of seeing the certificate.

Project Manager is to submit a Substantial Performance Certificate (supplied by the Contractor or Subcontractor), Substantial Performance Payment Certificate, Statutory Declaration, an invoice approved and signed by the Dept ID Owner and a letter of good standing with W.C.B. to Accounts Payable for payment. (References: G.C. 1.1.44, G.C. 6.8). (Reference FA-014 Accounts Payable Invoices)

#### 5.7.3 Partial Release of Holdbacks

Project Manager is to submit a progress certificate, Statutory Declaration, an invoice approved and signed by the Dept ID Owner and a letter of good standing with W.C.B. to Accounts Payable for payment. (Reference G.C. 6.8)

#### 5.7.4 Release of Holdback Procedure at Construction Completion

Project Manager is to submit a Construction Completion Certificate, Statutory Declaration, an invoice approved and signed by the Dept ID Owner and a letter of good standing with W.C.B. to Accounts Payable for payment. (Reference G.C. 6.8)

#### 5.8 Construction Completion Certificate (C.C.C.) Reference G.C. 1.1.8

At the completion of ALL construction contracts, the Project Manager or Consultant must arrange a final inspection and complete a City of Calgary Construction Completion Certificate, as detailed below.

The City Project Manager or Consultant must arrange to have representatives of the requesting Business Units and the Contractor at the final inspection.

The Construction Completion Certificate will not be issued until there is agreement between the Contractor and The City that all work has been totally completed as per G.C. 6.8.7.

Article 3(d) of the Memorandum of Agreement stipulates that the release of the holdback held under the provision of the Builders Lien Act, will be due and payable sixty (60) days after the issuance of the Construction Completion Certificate.

The Project Manager or Consultant shall monitor the progress of the Contractor and be responsible for the preparation and issuance of the release of the holdback after the sixty

(60) day waiting period. A substantial completion certificate, a letter of good standing with WCB and a statutory declaration along with an invoice signed by the Dept Id Owner will be submitted to Accounts Payable.

The original Construction Completion Certificate will be provided to the Contractor, and copies must be forwarded to:

- Law Department #8053
- Accounts Payable #8041
- Finance & Supply #8140

#### 5.8.1 Statutory Declaration

**This form is used to release the holdback. It confirms that the General Contractor has made all appropriate payments to the Subcontractors and suppliers.**

#### 5.9 Provision of "Drawings of Record" (References: G.C. 1.1.17, G.C. 4.15)

The Contractor shall maintain a set of project drawings on the worksite and record accurately all significant deviations from the project drawings caused by site conditions and any changes ordered by the Engineer. The Contractor shall keep one copy of the Contract Documents, specifications and all addenda including reviewed Shop Drawings, Notices of Proposed Change and Change Orders, other modifications to the Contract, test records and permits, on the worksite in good condition. These documents and drawings must be available to the Engineer and to his representative throughout the duration of the project. The Contractor shall submit the updated project drawings to the Engineer prior to the issuance of the Construction Completion Certificate. Unless otherwise provided in the Contract Documents, the Engineer will be responsible for revising the original drawings with the information from the updated project drawings.

"Drawings of Record" shall be provided as follows:

##### 5.9.1 Drawings of Record

1. "Drawings of Record" will consist of the preparation of one (1) complete set of the "original" drawings showing "as constructed" information on approved material as per 3.06.1 conforming with The City of Calgary, Utilities and Environmental Protection requirements. If drawings are computer generated, contact the Utilities and Environmental Protection for details.
2. "Drawings of Record" for contracts for the Corporate Properties Group will be reviewed by the Project Manager, Coordinator or Architect for approval prior to submitting the "Drawings of Record" as indicated in Guidelines section 5.9.2 below.
3. "Drawings of Record" must be supplied to the Utilities and Environmental Protection, Engineering Services, with a letter of notification to the Project Manager or Coordinator **immediately upon completion of construction of each contract or phase of the project.** Maximum time delay in submitting "Drawings of Record" to be within forty-five days of issuance of C.C.C.

4. Block Profile Drawings to be used as "Drawings of Record" must be supplied to Utilities and Environmental Protection, Engineering Services, showing locations, alignments, invert elevations and grades of all utilities for the entire length of the project.
5. The consultant shall update the Block Profile Drawings on file in Utilities and Environmental Protection, Engineering Services record area, which have been changed in any way due to the Contract.
6. The Block Profile Drawings in the Utilities and Environmental Protection record area may be taken out for updating or revision purposes and returned to the Engineering Services, record area when the revisions are completed.
7. The revisions must be completed within forty-five days after retrieval from Utilities and Environmental Protection, Engineering Services on record area.
8. The consultant is responsible for updating any adjoining block profiles that Utilities and Environmental Protection has on record at the time the "Drawings of Records" are submitted. Block Profiles that are signed out by other consultants must also be updated.
9. "Original" drawings of all construction drawings in the Contract, including detail drawings and The National Transportation Agency order crossing plans, are to be submitted (i.e. River crossing and Railway crossing drawings).
10. Drawings of Record, when approved by the Supervisor, Engineering Graphics shall be processed onto the microfilm file system and the necessary information shall be transferred onto the record plans.

#### 5.9.2 Drawings of Record for Corporate Properties & Buildings

The City of Calgary – Corporate Properties & Buildings (herein referred to as CPB) require that all project drawings for its facilities be completed in AutoCAD format and filed at our CAD Library. The use of CAD file results in more accurate design drawings and allows for electronic storage of the drawings. CPB recognizes that these files could be an important source of information for the on-going management of its facilities. Therefore, a CAD Standards document has been prepared to ensure that all future CAD drawings are suitable for both the initial development and life cycle management of its facilities.

The CAD standards are mainly developed for the use in the production of Drawings of Record drawings. The layering standard includes a flexible basic structure that allows for future additional information and all types of facilities.

The Corporate Properties & Buildings CAD Standards Manual is available for download from The City of Calgary Urban Development website:  
[www.calgary.ca/ud](http://www.calgary.ca/ud) - publications.

### 5.9.3 Drawings of Record for Bridges and Structures

Shall be prepared in accordance with The City of Calgary Design Guidelines for Bridges and Structures.

### 5.10 Vendor Performance Evaluation Form

**This form is intended to reflect a summation of the Contractor's performance overall and does not replace normal recording and documentation of events and incidents and communication of issues and concerns during the project**

In cases of unsatisfactory performance during the Contract, where the issues cannot be resolved, contact the appropriate Buyer, Safety Officer, Environmental Specialist, Consultant or Law Department representative as required.

A Vendor Performance Evaluation can be performed at anytime during the project, the form is available to City Project Managers as part of the Contract Administration Forms (Package 2) on the Finance and Supply intranet link:

<http://mycity/OurOrg/Dept/CFO/FinanceSupply/BuySell/Pages/Tenders.aspx>

At the completion of the construction contract (CCC), the Project Manager, with input from his project team consisting of: consultants, Inspectors, Health and Safety Officers, Site Supervisors, Environmental Specialists, etc., must complete the Vendor Performance Evaluation form and forward the completed form to Supply Management.

Low ratings must be explained in the comments section of the form. In the event the form indicates a recommendation that the Contractor not be used again, complete details should accompany the form, or the Project Manager must be prepared to provide to Supply Management complete details at the appropriate time.

In cases of satisfactory performance, a copy of the form will be forwarded to the Contractor by Supply Management. In cases of unsatisfactory performance, Supply Management will arrange a meeting with the appropriate parties (Contractor, Project Manager, a representative of Supply Management, Consultant) to discuss the performance evaluation. Supply Management may provide the vendor with a copy of the Vendor Performance Evaluation prior to the meeting for preparation purposes. This is intended to be a constructive element of the overall Vendor Management Program.

When completing the Vendor Performance Evaluation it is imperative that the information be relayed in a factual and professional manner. Any information placed on the forms could be subject to FOIP inquiries and could potentially be utilized in any claim against The City. (Reference G.C. 2.22)

### 5.11 Notice of Completion of Project(s)

Section 534 of the Municipal Government Act applies to all municipal construction projects, and the processes contained in the section MUST be followed for every construction project. Within one year after the issuance of the Construction Completion Certificate, The City must place a notice in a newspaper that identifies the project, gives the date of completion, and states that, under section 534, claims for compensation must be received within 60 days

after the notice is published in the paper. Generally, each Business Unit advertises all completed projects annually in one (1) notice.

Additionally, The City must deliver or mail a notice containing the same information to every owner of land that abuts the land on which the project is situated.

The following is a guideline for the notice:

**NOTICE OF COMPLETION OF (insert NAME OF PROJECT)**

NOTICE IS GIVEN pursuant to Section 534 of the Municipal Government Act of the completion of construction in connection with (insert name of project) in the area(s) of The City of Calgary listed as follows:

(Insert address(s) of the project)

The work completed consists of (insert brief description of the project)

(Insert date of completion)

Any owner of land that abuts the land on which The City of Calgary's public work or structure, as described in this notice, is situated, and who has suffered a permanent reduction in the appraised value of land as a result of the existence (but not the construction, erection or use), of the public work or structure, must file a claim for damages with the City Clerk within sixty (60) days after the date of publication of this notice, and such claim must state the amount claimed and particulars of the claim to prove the claim, otherwise such claim shall be forever barred and extinguished.

5.12 Final Maintenance Certificate (F.M.C.) (References G.C. 1.1.22, G.C. 4.44.2)

The City of Calgary requires that ALL Construction Contracts be officially accepted by the issuance of a Final Maintenance Certificate which is issued after the required maintenance period as set out by the contract (1 or 2 years) has passed.

The Project Manager or Consultant must complete the Final Maintenance Inspection, ensure that all required work has been performed, and prepare the Final Maintenance Certificate for acceptance by The City.

The original completed Final Maintenance Certificate will be forwarded to the Contractor by the Project Manager/Consultant with copies to:

- Finance & Supply #8140
- Law Department #8053
- Accounts Payable #8041

5.13 Record Retention

All information relating to a project, including, but not limited to all relative contract documents, site inspections, minutes, journals, daily diaries, correspondence, photographs, must be kept together for the required time as specified by the City's Record Retention policy. For further information, consult your Business Unit's Records Coordinator.

## **6.0 CONSULTANT AGREEMENTS**

### 6.1 Consultant Agreements

Information on Consultant Agreements can be found on the Supply Management website:

<http://mycity/OurOrg/Dept/CFO/FinanceSupply/BuySell/Purchasing/Pages/Default.aspx>

Contact Supply Management at 268-5540 for further information on Consultant Appointments.

## **APPENDICES**

Tender Documents (Package 1) are available online on Finance & Supply's internet site at:

<http://www.calgary.ca/CA/fs/Pages/Bid-and-Vendor-Information/Preparing-Construction-Tenders.aspx>

Contract Administration Documents (Package 2) are available on Finance & Supply's intranet site at:

<http://mycity/OurOrg/Dept/CFO/FinanceSupply/BuySell/Tenders%20Documents/Forms/Contract%20Admin.aspx>

Refer to Guidelines section 1.2.C. (page 2) for complete listing.

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